

Terms & Conditions of Business

1. Interpretation

1.1 In these conditions: "Client" the person, firm, company or organisation for whom Alfreds Concierge Pty Ltd ("ACS") has agreed to provide the Services in accordance with these conditions; "Agreement" the Agreement for the provision of Services which shall be governed by these conditions; "Services" means the Services to be provided by ACS to or for the Client; "Fee" means the fee payable by the Client to ACS as notified by ACS .

1.2 ACS shall be entitled to alter and vary these conditions from time to time on reasonable written notice to the Client without any liability to the Client.

1.3 ACS normal hours are 0830 – 1730 Monday to Friday. Where ACS is required to provide Services outside these hours ACS shall may be entitled to charge for its Services at an hourly rate, refer Section 3 below.

1.4 Telephone calls between ACS and the Client will not be recorded.

2. Supply of the Services (Requests)

2.1 ACS shall provide the Services to the Client subject to these conditions or such other conditions as may be agreed in writing between ACS and the Client.

2.2 Response time may vary depending upon the Request submitted.

2.3 The service permits the Client to request from ACS any information or suggestions in relation to any personal needs or desires of the Client (including events, activities, venues, goods and services). ACS reserves the right to refuse a Request if, in the opinion of ACS, the Request is to be used by the Client for any immoral or unlawful purpose. ACS's information and suggestions will be based upon the specific criteria provided to ACS by the Client.

2.4 ACS shall inform the Client from time to time of the type and nature of services ACS are able to deliver, but shall not be liable to the Client in the event that a Request for these services are made and ACS is not capable of fulfilling them at that time.

2.5 ACS shall, within an agreed reasonable period of time, use all its reasonable endeavours to provide information and suggestions in response to the Clients Requests. If ACS is unable to deal with any Requests, it will inform the Client as soon as reasonably possible.

2.6 If the Client is not satisfied with the services provided by ACS, the Client must advise ACS at the completion of the Request. The Client must demonstrate why the service is considered unsatisfactory. Refunds may be provided at ACS's discretion.

3. Fees

3.1 ACS only accepts payment via credit card. Credit cards are securely stored at on a secure and private data base through the stripe network, the Invoice will be generated and the client will be able to pay upon invoice sent to client.

3.2 ACS will not commence work on any Request until a valid credit card has been obtained.

3.3 Client credit card details provide security overall ACS fees and third party fees.

3.4 **Concierge-On-Call service is provided to Clients at \$110 inc GST per person per hour (charged in minutes) during normal business hours 0830 – 1730 Monday to Friday. Services requested outside these hours including Weekend and Public Holiday is charged at \$160 inc GST per person per hour.**

3.5 **Lifestyle Assistant** is provided to Clients at \$240 inc GST per month for a minimum 12 week period.

Submit unlimited simple Requests to your Lifestyle Assistant. A simple request is a direct booking, referral or purchase, it does not include extensive research or investigation. Each Request must reasonably be completed in less than one hour from our offices. If we are unsure your Request can be successfully completed within 1 hour, your Lifestyle Assistant will discuss this with you ahead of commencing the Request.

Your first three (3) Requests each week will be given priority and the remainder will join the queue. Therefore, if you have a priority include deadlines in your Request.

If you need a larger project completed by your Lifestyle Assistant, they will help you book a Project. In addition, if you would like an errand run by your Lifestyle Assistant, they will book a Porter service, both services incur a fee of an additional \$1.83 per minute.

3.6 Book a Project are provided to clients at \$110 inc GST per person per hour during normal business hours 0830 – 1730 Monday to Friday. Services requested outside these hours including Weekend and Public Holiday is charged at \$160 inc GST per person per hour.

3.7 Book a Porter is provided to clients at \$110 inc GST per person per hour during normal business hours 0830 – 1730 Monday to Friday. Services requested outside these hours including Weekend and Public Holiday is charged at \$160 inc GST per person per hour.. Clients will also be required to pay for any associated parking or tolls associated with the Book a Porter Request.

3.8 . Travel time from our office to the Clients home/office to undertake work at that location at the Clients request is charged at \$55 per person hour inc GST.

3.9 . Travel time from our office to any other location to complete a request at the Clients request is charged at \$110 per person per hour inc GST

3.10 Services provided by a third party supplier will be charged directly to the Client.

3.11 Where ACS pay a third party at the point of sale, a Service Fee of 10% inclusive of GST will be added to the receipt issued by the third party. This fee is to reimburse ACS for merchant fees, bank transaction fees and administrations fees associated with the management of such payment such payments. For example, a third party invoice of \$50 + 10% admin fee = \$55 payable to ACS.

3.12 Fees and any additional sum due shall be paid by the Client **on the day of service** via Credit Card.

3.13 A late payment fee of 5% will be added to all invoices falling outside the due date.

3.14 Where it is necessary to take collections action in pursuit of outstanding debtors, all costs including Debt Collection agency commissions, fees, GST, Solicitors fees, and ACS late payment fees (Clause 3.13 above) will be borne by the Client.

3.13 ACS shall be entitled to vary the Fees from time to time.

4. Client's Responsibilities

4.1 Services provided by ACS are provided expressly for the Clients and the Clients shall not use the Services for any improper, immoral, unlawful or any other purpose other than that for which the Client informs ACS at the time of the initial request.

4.2 The Client shall immediately inform ACS of the identity of any third party with whom the Client enters into a Contract or arrangement for sale of goods or supply of Services which result in the provision of Services by ACS and ACS shall be entitled to decline to provide such Services to such party without providing any reason.

4.3 Where ACS has suggested a third party supplier and ACS has not been engaged to project manage the Service provided by the third party supplier, the Client must use their own skill and judgement as to the quality, value and suitability of the third party supplier.

4.4 The Client has the right to terminate Services of a third party supplier suggested by ACS, however any Fees incurred by ACS in the co-ordination of that Service, or Fees

incurred by the third party supplier to the point of termination will be payable by the Client.

5 Liability

5.1 ACS shall use all of its reasonable endeavours to provide the Services using reasonable care and skill and, as far as reasonably possible, in accordance with the Clients requests and instructions.

5.2 ACS carries Civil Liability Professional Indemnity Insurance and Broadform Public Liability Insurance. A Certificate of Currency can be provided upon request.

5.3 Where ACS supply the Client with any goods or Services provided by a third party, ACS does not give any warranty, guarantee, representation or other terms as to the quality, fitness for purpose or otherwise of the goods or services. The Client shall be required to seek compensation for any loss or damage suffered from such third party direct.

5.4 For the avoidance of doubt the Client's are deemed to be responsible for, and shall use their own skill and judgment as to the quality, value and suitability of any such information and suggestions and in relation to deciding whether to enter into any Contract with any third party for the supply of Services or sale of goods.

5.5 ACS shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from requests or instructions supplied by the Client which are incomplete, incorrect or inaccurate or arising from their late arrival or non-arrival, or any other fault of the Client.

5.5 ACS shall not be liable or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure, any of ACS 's obligations in relation to the Services, if the delay or failure was due to any cause beyond ACS's reasonable control.

6 General

6.1 These conditions (together with any other terms and conditions agreed in writing between ACS and the Clients) constitute the entire Agreement between the parties, supersede any previous Agreement or understanding and may not be varied except on notice from ACS. All other terms and conditions express or implied by a statute or otherwise are excluded to the fullest extents permitted by Law.

6.2 Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to the other party at its registered office or principal place of business or residential address (as the case may be) or such other address as may at the relevant time have been notified pursuant to the provision to the party giving notice. Any notice may be sent by facsimile transmission or email and notice shall be deemed to have been served on the expiry of 48 hours in the case of post or at the time of transmission in the case of facsimile or email transmission.

6.3 No failure or delay by ACS in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by ACS of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.

6.4 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in parts, the validity of the other provisions of these conditions will still stand.

6.5 These conditions and the Agreement to which they relate shall be governed and construed in accordance with Australian Law.