



## Recitals

- A) Effly Pty Ltd. operates an online platform at [effly.com.au](http://effly.com.au) (the "Website") through which customers ("Users") can book a Business for the provision of cleaning ("Professional Services"), by submitting a Booking Request. Effly then matches the most suitable Professional from its database of Businesses to the Booking Request.
- B) The Business is in the business or contractor of providing Services.
- C) Effly does not offer the Services itself but is a third-party facilitator of the contracts between the User and the Business. Accordingly, Effly can receive and confirm Users' requests for Cleaning, issue invoices on behalf of the Business and pass on payments to the Business.
- D) The User enters two contractual relationships. The first contract being with Effly, governing the access to and use of the Website in accordance with the terms and conditions of this Agreement. The second contract being with the Business for the provision of the Services ("Service Agreement").

AND THE PARTIES HEREBY AGREE:

### **1. Definitions and Interpretation**

**1.1. In these Terms (including the recitals), unless the context otherwise requires:**

**1.2.**

**"Booking"** means the booking made by you on the Website for the provision of Cleaning Services; **"Booking System"** means the online system which enables you to make a Booking;

**"Service Fee"** means the fee (inclusive of goods and service tax, if applicable) for the Services charged on an hourly basis, as advised by Effly from time to time;

**"Intellectual Property Rights"** means all present and future rights anywhere in the world in relation to copyright, trademarks, designs, patents or other proprietary rights, or any rights to registration of such rights whether existing before or after your access to the Website;

**"Payment Amount"** means the amount that you are required to pay for the Services under your Booking;

**"Site Content"** means all material, content and information made available on the Website including but not limited to written text, graphics, images, photographs, logos, trademarks, audio material, video material and any other forms of expression; **"you", "your"** means you as the user of the Website.

**"Business"** means a provider/contractor who will provide the services.



### **1.3. In these Terms, unless the context otherwise requires:**

- (a) headings are for convenience only and do not affect its interpretation or construction;
- (b) the singular includes the plural and vice versa;
- (c) references to recitals, clauses, subclauses, paragraphs, annexures or schedules are references to recitals, clauses, subclauses, paragraphs, annexures and schedules of or to these Terms;
- (d) words importing a gender include other genders;
- (e) the word “person” means a natural person and any association, body or entity whether incorporated or not;
- (f) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (g) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
- (h) all monetary amounts are in Australia currency;
- (i) a reference to time refers to Australia Standard Time;
- (j) “includes” is not a word of limitation;
- (k) no rule of construction applies to the disadvantage of a party because these Terms are prepared | by (or on behalf of) that party;
- (l) a reference to any thing is a reference to the whole and each part of it;
- (m) a reference to a group of persons is a reference to all of them collectively and to each of them individually; and
- (n) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document.

## **2. Terms and Conditions**

2.1. Access to and use of the Website is subject to the terms and conditions outlined in this agreement (the “Terms”).

2.2. Effly periodically reviews the Terms and reserves the right to change the Terms, without any notice to you, by updating this document. You should review this document, as available on the Website, regularly as any changes to the Terms take immediate effect from the date of the publication on this document. Your continued use of the Website after any such changes are made will be deemed to constitute your acceptance of those changes.

2.3. You acknowledge that any hyperlinks or other redirection tools taking you to other websites operated by third parties that appear on the Website (“Third Party Sites”) are not controlled by Effly and do not form part of the Website. You agree that you will not hold Effly liable or in any way accountable for anything that occurs on any Third-Party Site.

## **3. Acceptance**



3.1. In order to use this Website and make a Booking, you must first agree to the Terms.

3.2. You accept the Terms by: (a) creating a User Profile; and (b) clicking to accept/agree to the Terms.

3.3. Notwithstanding clause 3.2, you may not accept the Terms or access the Website if:

(a) you are not of legal age to form a binding contract with Effly;  
or

(b) you are a person barred from entering into contracts under legislation, in which case, you must immediately leave the Website.

3.4. By accepting the Terms, you agree that you have carefully read and understood the Terms and agree to be bound by them.

3.5. If you do not understand any part of the Terms you should seek independent legal advice.

#### **4. User Profile**

4.1. You will be required to register your personal information, including your name, address, phone number and payment details on the Website in order to make a Booking ("User Profile").

4.2. You will be issued with a username and password which are linked to your User Profile. The username and password are personal to you and are not transferable. You are responsible for all information posted on or transmitted via the Booking System by anyone using your username and password and any payments due for the Cleaning Services acquired through the Booking System by anyone using your username and password. You should notify us of any breach of security of your username and password immediately.

4.3. You must manage Bookings through the Effly platform; cancelling and rescheduling as and when needed.

4.4. Effly may delete or block User Profiles at its own discretion. Blocked users are prohibited from setting up a new User Profile.



## **5. Booking System**

5.1. To make a Booking you must login to your User Profile and use the Booking System to request a Booking. You will receive a Booking request confirmation receipt from Effly after submitting your Booking request. Booking can be made through the website ([effly.com.au](https://effly.com.au)) or Effly app.

5.2. Effly will then make your contact details, location, requested time and the scope of the Cleaning Service available to its Business network. An available Contractor will then confirm their acceptance of the Booking.

5.3. You can select a preferred Professional as well. Effly will take your preference into account when facilitating the Domestic Cleaning Service, however a specific Professional cannot be guaranteed and will depend on the contractor's availability.

5.4. When a Booking is confirmed by a Contractor, Effly will issue you with an acceptance email and attach the Service Agreement that constitutes the relationship between you and the Business for the provision of the Services. Effly will not, in anyway, be involved in the Agreement between you and the Business, aside from processing the Payment Amount on behalf of the Business and providing you with an invoice in accordance with clause 6.4.

5.5. If the requested Booking cannot be facilitated, Effly will arrange an alternative time for the Service with you and a Business.

5.6. You are not permitted to engage the Services of a Business other than through the Booking System on the Website or App.

5.7. The Booking System is provided on the Website to enable you to make legitimate Bookings and to make payments for those Bookings, and for no other purposes.

5.8. You confirm that you are at least 18 years of age and possess the legal authority to use the Booking System in accordance with these Terms. You also agree that all information supplied by you in using the Website and the Booking System will always be true and accurate.

5.9. Any speculative, false or fraudulent Booking is prohibited. You agree that the Booking System will only be used to make legitimate Bookings for you or another person for whom you are legally authorised to act. You acknowledge that abuse of the Booking System may result in you being denied access to the Booking System.

5.10. Effly has the right at any time to add, change or withdraw functions available on the Website at its own discretion

## **6. Payment**



6.1. You agree that at the time of Booking, your payment details will be transferred to Effly's secure payment gateway. Effly may check the availability of funds on your nominated payment method to ensure sufficient funds are available.

6.2. Upon the successful completion of your Service, you agree to the automatic debit of the Payment Amount to your nominated payment method. You must ensure that sufficient funds are available for debit at that time. Fees and charges relating to insufficient funds at time of debit will be passed onto you.

6.3. On receipt of the Payment Amount, Effly will hold the Payment Amount on behalf of the Business until such time as they are remitted to the Business, refunded to you (if you are entitled to a refund) or transferred to Effly in payment of our fees and charges. No interest will be payable by Effly to you or the Business on amounts held by Effly.

6.4. Effly, on behalf and in the name of the Business, will issue you with an invoice receipt.

6.5. Your payments to Effly are processed via an overseas gateway (Stripe) and from time to time, financial institutions or payment providers may charge an additional fee for transacting with Effly. If this occurs, the Effly customer care team, will at your request, arrange a refund for this fee.

## **7. Changes and Cancellations**

7.1. You can cancel or amend a Booking on the Website, free of charge, up to 48 hours before the Service is scheduled to begin.

7.2. If you cancel or amend a Booking between 24 and 48 hours before the Service is scheduled to begin, you will have to pay cancellation costs equivalent to one hour of the Service Fee. If you cancel or amend a Booking within 24 hours before the Service is scheduled to begin, you will have to pay cancellation costs equivalent to two hours of the Service Fee.

7.3. You cannot amend, extend or cancel a Booking during the performance of the Services.

7.4. The Service Agreement shall expire once the Services under the Booking have been performed.

7.5. If the Business is unable to fulfil a confirmed Booking (in full or part), we will attempt to find you a replacement Business. If we cannot find you an alternative Business, we will reschedule your Booking to a new time which suits you. If we cannot find a suitable time for you, you may cancel the Booking at no charge.

7.6. There is a minimum of Two hours Services of two (2) hours duration for recurring Bookings and One time booking.

## **8 Services**



8.1. Effly operates the Website as a third-party facilitator for the domestic cleaning Services and provides you with the platform to purchase the Services.

8.2. Effly is not an agent or broker for you or the Business. You enter into any transaction with a Business entirely at your own risk.

8.3. Effly uses their best efforts to monitor the Services offered by a Business. However, Effly does not make any representation as to the safety, quality, condition or description of any products used or Services provided by Business.

Any issues regarding safety, quality, condition or description should be notified to Effly, who will then pass the issue onto the Business designated to your Booking. You should refer to the terms and conditions of your Agreement for further information.

8.4. All bookings are subject to Business availability

## **9 Reviews**

9.1. You can post ratings on the Website for the Services provided (“Ratings”).

9.2. Ratings must be based on demonstrable facts. They must be written fairly and objectively and must not contain any content which is offensive or abusive, liable to criminal prosecution or otherwise unlawful (e.g. content which infringes third parties’ intellectual property rights). Ratings which violate this clause will not be published or will be deleted. Ratings will identify the User that has posted the Rating.

9.3. By sending in a Rating, you grant Effly, free of charge, the usage rights to the text of the Rating without any territorial or time limitation.

9.4. Effly will have the right to deal with the Rating in any manner it sees fit, including using it for further rating services, passing it on to third parties or publishing it.

9.5. Unjustified multiple Ratings, self-Ratings and other forms of Rating which attempt to have a distorting influence on the rating system are prohibited.

## **10 Termination**

10.1. Effly may at its discretion terminate your use of, or access to, the Website and App at any time. If this happens, we may notify you by email. If your use of the Website is terminated:



(a) you are no longer authorised to access the Website or use any other Effly services with the email address you used to register with the Website or any other email address you possess;

(b) you will continue to be subject to and bound by all restrictions imposed on you by the Terms; and

(c) all licences granted by you and all disclaimers by Effly and limitations of Effly liability set out in the Terms or elsewhere on the Website will survive termination.

10.2. You may terminate this agreement by emailing Effly at [help@effly.com.au](mailto:help@effly.com.au) Effly will disable your User Profile within fourteen (14) days of receipt of the email requesting termination of your User Profile.

10.3. Effly reserves the right to deduct any outstanding fees and charges owing to Effly and/or the Business on your User Profile prior to disabling it.

## **11 Dispute and Resolution Policy**

11.1. Effly will use reasonable endeavours to mediate any dispute concerning the use of the Website.

11.2. Disputes in relation to the Services carried out by a Business or any other issue will be referred, where appropriate, to external dispute resolution services or authorities.

11.3. Any issues with the service must be reported to Effly within 24 hours. You must provide us with photos of an unsatisfactory services within 24 hours of completion.

## **12 Security of the Payment**

We have taken all practical steps from both a technical and systems perspective to ensure that all your information is well protected.

A secure payment gateway is used to process all transactions and credit card details.

Effly does not give any warranty or make any representation regarding the strength or effectiveness of the secure payment gateway and is not responsible for events arising from unauthorised access to your information.

## **13 Privacy**

Effly collects and stores the personal information you enter into the User Profile. The personal information collected by Effly will be maintained in accordance with our Privacy Policy available on the Website.



13.2. You agree that Effly will disclose your personal information, including your name, address and phone number to Business for the Business to carry out the Services.

#### **14 Intellectual Property**

Effly Platform, Effly Content, and Member Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of the Australia and other countries. You acknowledge and agree that the Effly Platform and Effly Content, including all associated intellectual property rights, are the exclusive property of Effly and/or its licensors or authorizing third parties.

- a) You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Effly Platform, Effly Content or Member Content.
- b) All trademarks, service marks, logos, trade names, and any other source identifiers of Effly used on or in connection with the Effly Platform and Effly Content are trademarks or registered trademarks of Effly in the Australia and abroad.
- c) Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Effly Platform, Effly Content, and/or Collective Content are used for identification purposes only and may be the property of their respective owners.

#### **15 Copyright Infringement**

You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Effly Platform or Collective Content, except to the extent you are the legal owner of certain Member Content or as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Effly or its licensors, except for the licenses and rights expressly granted in these Terms.

#### **16 Acceptable Use**

16.1. You must not use, or cause this Website to be used, in any way which:

- (a) breaches any clause of the Terms;
- (b) infringes Effly's or any third party's Intellectual Property Rights;
- (c) is fraudulent, illegal or unlawful; or





(d) causes impairment of the availability or accessibility of the Website.

16.2. You must not use, or cause this Website to be used, as a medium which store, hosts, transmits sends or distributes any material which consists of:

spyware;

computer viruses;

Trojans;

Worms; keystroke loggers; or any other malicious computer software.

## **17 Indemnity and Liability**

General indemnity You agree to indemnify Effly, on demand, against any claim, action, damage, loss, liability, cost, charge, expense or payment which Effly may pay, suffer, incur or are liable for, in relation to any act you do or cause to be done, in breach of the Terms.

17.2. General limitation of liability We will not be liable to you in contract, tort or equity in relation to any direct, indirect or consequential loss you incur in relation to the contents, use or reliance of Site Content or otherwise in connection with the Website.

17.3. Services Liability To the extent permitted by law, Effly will not be responsible and will be excluded from all liability, for any loss or damage whatsoever (including personal injury, loss of life and damage to property) that you or another person may suffer in connection with the offer or supply of (or default in supplying) the Services.

17.4. Information accuracy You acknowledge and agree that some of the Site Content may be provided by way of blogs or comments made by other users of the Website (i.e. Ratings), and that Effly does not accept any liability for the accuracy of such information or your reliance on the same. The Site Content is provided to you as general information only and is not intended to substitute or replace the advice of a duly qualified professional (where applicable).

17.5. Acceptance By using this Website, you agree and accept that the indemnity and limitations of liability provided in this clause 17 are reasonable.

## **18 Warranties and Representations**

18.1. The use of this Website is at your own risk. The Site Content and everything from the Website is provided to you on an “as is” and “as available” basis without warranty or condition of any kind.

18.2. None of Effly’s affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors make any express or implied representation or warranty about the Site Content or Website.



## **19 General Provision**

Any provision of, or the application of any provision of these Terms which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.

19.2. Any provision of, or the application of any provision of these Terms which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

19.3. If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in these Terms.

19.4. These Terms shall be governed by and construed in accordance with the law for the time being applicable to NSW and you agree to submit to the non-exclusive jurisdiction of the Courts of NSW, Australia.

## **Service Agreement**

BETWEEN:

The Business/Contractor

- and -



The Customer (Collectively the “Parties”).

#### RECITALS

A. Effly Pty Ltd (ACN 639 489 348 (“Effly”) operates an online platform [Effly.com.au](https://www.ffmpeg.com.au) through which Customers can book Businesses for Cleaning Services.

B. The Businesses are cleaning services providers which are registered with Effly to provide the Cleaning Services.

C. Effly does not offer the Services itself but is a third-party facilitator of the contracts between Customer and Businesses. Accordingly, Effly can receive and confirm Customers requests for the Services, issue invoices on behalf of the Businesses and pass on payments to the Businesses.

D. Customers enter into two contractual relationships, the first contract being with Effly, governing the Customers' access to and use of the website [www.ffmpeg.com.au](https://www.ffmpeg.com.au). (“Website Terms and Conditions”). The second contract being this contract between the Customer and the Business for the provision of the Services (“Agreement”).

E. Through the Website, the Customer has requested, and the Business has agreed to provide the Services in accordance with the terms and conditions of this Agreement.

AND THE PARTIES HEREBY AGREE:

### **1. Definitions and Interpretation**

1.1 In the interpretation of this Agreement the following words shall have the following meanings unless the contrary intention is indicated:

“**Address**” means the address where the Booked Services are to be carried out as identified in the Annexure;

“**Agreement**” means this agreement together with any schedules or annexures hereto, which may be amended from time to time in writing, as agreed to by the Parties;

“**Annexure**” means the email received by the Customer confirming the Business or the email received by the Business confirming its acceptance of the Booking acting as an annexure to this Agreement;

“**Booked Services**” means the Cleaning Services to be undertaken by the Business as defined in the Annexure;

“**Duration**” means the number of hours that the Customer has booked the services of the Business as identified in the Annexure;

“**Booking**” means the reservation made on the Website for the Services to be carried out at the Scheduled Time and Address for the Duration;



**"Business"** means the person or entity named as such in the Annexure;

**"Claim"** shall mean any and all present and future claims, actions, demands and rights howsoever arising out of, or in connection with the Services, including any claim for damages, complaint, action, suit, cause of action or proceedings, arbitration, debt due, cost and expense (including legal cost and expense), demand, verdict or judgment arising out of any provisions under statute, award, order or determination whether or not known at the date of this Agreement;

**"Service Fee"** means the fee (inclusive of goods and service tax, if applicable) for the Services charged on an hourly basis, as advised by Effly from time to time;

**"Products and Equipment"** means the cleaning products and equipment required to effectively provide the Services;

**" Domestic Cleaning Services"** means the standard cleaning services to be provided to the Customer by the Business in accordance with this Agreement, excluding any "end of lease" cleaning services;

**"Services"** means Domestic Cleaning Services.

**"Customer"** means the person or entity named as such in the Annexure;

**"Dollar"** or **"\$"** means Australia Dollars;

**"Payment Amount"** means the amount payable by the Customer for the provision of Services by the Business as identified in the Annexure;

**"Scheduled Time"** means the time and date the Services are to be undertaken by the Business as identified in the Annexure;

**"Website"** means [www.Effly.com.au](http://www.Effly.com.au) and associated Effly mobile phone applications.

## **1.2 In these Terms, unless the context otherwise requires:**

- (a) headings are for convenience only and do not affect its interpretation or construction;
- (b) the singular includes the plural and vice versa;
- (c) references to recitals, clauses, subclauses, paragraphs, annexures or schedules are references to recitals, clauses, subclauses, paragraphs, annexures and schedules of or to these Terms;
- (d) words importing a gender include other genders;
- (e) the word "person" means a natural person and any association, body or entity whether incorporated or not;
- (f) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (g) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;



- (h) all monetary amounts are in Australia currency;
- (i) a reference to time refers to Australia Standard Time;
- (j) “includes” is not a word of limitation;
- (k) no rule of construction applies to the disadvantage of a party because these Terms are prepared | by (or on behalf of) that party;
- (l) a reference to any thing is a reference to the whole and each part of it;
- (m) a reference to a group of persons is a reference to all of them collectively and to each of them individually; and
- (n) a reference to a document includes all amendments or supplements to, or replacements or renovations of, that document.

## **2 Booking**

2.1. The Customer has made a Booking and agreed to pay the Payment Amount to the Business through the Website. No cash payments are to be made, and any cash provided to the Business is considered a tip.

2.2. The Business confirms that they can comply with the Booking, including the provision of Services at the Scheduled Time and Address for the Duration.

## **3 Business Obligation**

In providing the Services to the Customer, the Business shall:

- (a) undertake the Cleaning Services with acceptable care and skill;
- (b) take all necessary steps to avoid any loss and/or damage to the Customer’s property;
- (c) deliver the Cleaning Services in a manner, to the greatest extent possible, which gives the desired results as agreed by the Parties;
- (d) utilise the Duration effectively and efficiently in providing the Cleaning Services; and (e) deliver the Services in accordance with the Booked Services.

3.2. The Services will be deemed to have been performed and accepted in accordance with this Agreement, if the Customer does not, as soon as practicable, but no later than 24 hours after the completion of the Cleaning Services, advise Effly that the Services were not performed to an acceptable standard. Effly shall immediately pass on any complaints to the Business, if the Customer



has not already reported the deficiency to the Business. Failure to make contact within 24 hours means Effly is unable to assist with a resolution.

3.3. If the Business has performed the Services unsatisfactorily, the Business and the Customer agree to negotiate in good faith to reach an agreement on the reduced time or payment. Effly will facilitate the investigation of the Customer complaint and negotiation for a dispute resolution. The Customer must provide photos of the unsatisfactory areas to Effly within 24 hours.

3.4. If for any reason, the Business leaves the Address prior to the scheduled end of the Duration, the Business must notify Effly as soon as practicable. If the customer allows the Business or requests that the Business personnel leave before the end of the booked time the Customer will pay for the booked duration with no time reductions.

3.5. If the Business does not complete the Services within the Duration, it must notify Effly immediately that the Services were not completed and the reason for non-completion. Effly, acting reasonably, will assist the Parties to determine whether the Booking should be extended, or a new Booking should be made. If the Parties cannot agree, the Business should leave the Address at the scheduled end of the Duration.

3.6. Statutory entitlements of the Customer against the Business over and above the right to a resupply of the Services remain unaffected.

3.7. The Business should provide all Cleaning Products and Equipment except for a vacuum cleaner unless the Customer has chosen to supply the Cleaning Products and Equipment.

3.8. Domestic Cleaning Services provided are not 'end of lease' cleaning services and while the services provided will be to an acceptable standard, they will not be of the nature of an end of lease clean.

#### **4 Customer Obligation**

The Customer shall do all things necessary to enable the Business to efficiently perform the Services in accordance with the Booking.

4.2. The Customer shall provide the Cleaning Products and Equipment if they have chosen to do so at the time of Booking.

4.3. The Customer shall do all things necessary to provide a safe workplace for the Business.

4.4. The Customer acknowledges that if more than one person provides the Services under the Booking, the Duration will be divided by the number of persons providing the Services. For example, if the Duration of a Booking is two (2) hours and the Business provides a team of two (2) persons to provide the Cleaning Services under the Booking, the Duration will be divided by the number of persons in the team providing the Cleaning Services (so in this example, the Duration will be reduced from 2 hours to 1 hour).



4.5. The Customer should notify Effly of any damage caused by the Business to the Customer's property as soon as practicable, but no later than 24 hours after the completion of the Services. The customer agrees to only book Effly for the standard package and extra's available through the site.

4.6. Effly doesn't perform end of lease cleans and they are not to be booked through the Effly platform.

## **5 Payment**

5.1. You agree that at the time of Booking, your payment details will be transferred to Effly's secure payment gateway. Effly may check the availability of funds on your nominated payment method to ensure sufficient funds are available.

5.2. Upon the successful completion of your Service, you agree to the automatic debit of the Payment Amount to your nominated payment method. You must ensure that sufficient funds are available for debit at that time. Fees and charges relating to insufficient funds at time of debit will be passed onto you.

5.3. On receipt of the Payment Amount, Effly will hold the Payment Amount on behalf of the Business until such time as they are remitted to the Business, refunded to you (if you are entitled to a refund) or transferred to Effly in payment of our fees and charges. No interest will be payable by Effly to you or the Business on amounts held by Effly.

5.4. Effly, on behalf and in the name of the Business, will issue you with an invoice receipt.

5.5. Your payments to Effly are processed via an overseas gateway (Stripe) and from time to time, financial institutions or payment providers may charge an additional fee for transacting with Effly. If this occurs, the Effly customer care team, will at your request, arrange a refund for this fee.

## **6. Changes and Cancellations**

6.1. You can cancel or amend a Booking on the Website, free of charge, up to 48 hours before the Service is scheduled to begin.

6.2. If you cancel or amend a Booking between 24 and 48 hours before the Service is scheduled to begin, you will have to pay cancellation costs equivalent to one hour of the Service Fee. If you cancel or amend a Booking within 24 hours before the Service is scheduled to begin, you will have to pay cancellation costs equivalent to two hours of the Service Fee.

6.3. You cannot amend, extend or cancel a Booking during the performance of the Services.

6.4. The Service Agreement shall expire once the Services under the Booking have been performed.

6.5. If the Business is unable to fulfil a confirmed Booking (in full or part), we will attempt to find you a replacement Business. If we cannot find you an alternative Business, we will reschedule your



Booking to a new time which suits you. If we cannot find a suitable time for you, you may cancel the Booking at no charge.

6.6. There is a minimum of Two hours Services of two (2) hours duration for recurring Bookings and One time booking.

## **7 Refunds**

Should the Customer be entitled to a refund as a result of a breach of this Agreement by the Business, the refund will be limited to the Payment Amount

## **8 Termination**

8.1 A Party can immediately terminate this Agreement, if the other Party breaches any material term of this Agreement.

8.2. This Agreement shall terminate immediately once both Parties have fulfilled their obligations under this Agreement.

## **9 Force Majeure**

9.1 If, by reason of any event of Force Majeure which was outside the control of a Party resulting in the delay in, or prevention from, performing any of the provisions of this Agreement:

- (a) then such delay of performance shall not be deemed to be a breach of this Agreement;
- (b) no loss or damage shall be claimed by a Party from the other by reason thereof; and
- c) the Parties shall use their best endeavours to minimise and reduce any period of suspension occasioned by any event of Force Majeure.

9.2. An event of Force Majeure shall mean and include fire, flood, casualty, lock out, strike, labour condition or industrial action of any kind, unavoidable accident, national calamity or riot, disease, act of God, the enactment of any act of Parliament or the act of any legally constituted authority, any cause or event arising out of or attributable to war or any other cause or event (whether of a similar or dissimilar nature), outside the control of the Parties.

## **10 Dispute Resolution**

10.1 Neither Party shall start arbitration or court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of this Agreement ("Dispute") unless it has complied with this clause.

10.2. A Party claiming that a Dispute has arisen must give notice to the other party to this Agreement specifying the nature of the Dispute ("Dispute Notice").

10.3. During the fourteen (14) day period after a Dispute Notice is served (or any longer period agreed in writing by the Parties), each Party must use its best efforts to resolve the Dispute.





10.4. If the Dispute is not resolved following the expiration of the fourteen-day period pursuant to clause 12.3, the Parties must endeavour to jointly engage a Mediator and endeavour to agree on the Mediator's terms of engagement.

10.5. If the Parties fail to agree on the engagement of a Mediator and/or the Mediator's terms of engagement within twenty-five (25) days of service of a Dispute Notice, either Party may apply to a local body of accredited mediators to appoint a Mediator and determine the terms of the Mediator's engagement.

10.6. Any information or documents disclosed by either Party under this clause: (a) is on a without prejudice basis; (b) must be kept confidential; and (c) may not be used except to attempt to resolve the Dispute.

10.7. Each Party must bear its own costs of complying with this clause, and the Parties must bear equally the costs of any mediator engaged under clauses 12.4 or 12.5.

## **11 General Provision**

11.1 Time is of the essence in the performance by the Parties of their obligations under this Agreement.

11.2 This Agreement must not be amended except by an instrument in writing signed by each of the Parties to this Agreement.

11.3 The Parties acknowledge that this Agreement constitutes the entire Agreement and understanding of and between the Parties and that there are no other representations, promises, warranties, covenants, undertakings, terms or conditions, whether oral or in writing, in relation to the subject matter of this Agreement of any force or effect unless contained in this Agreement.

11.4. If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in these Terms.

11.5 This Agreement may be executed in any number of counterparts and all such counterparts when executed and taken together will constitute this Agreement.

11.6. No right under this Agreement is deemed to be waived except by notice in writing to that effect signed by each party.

11.7. No waiver by any party to this Agreement of a breach by any other party shall be construed as a waiver of any subsequent breach.

11.8. These Terms shall be governed by and construed in accordance with the law for the time being applicable to Auckland and you agree to submit to the non-exclusive jurisdiction of the Courts of Tribunal Auckland, Australia.

