**TERMS & CONDITIONS**

**1. Interpretation & General**

* 1. In these conditions: “Client” is the person, firm, company or organisation for whom The Concierge Society Concierge Services The Concierge Society (The Concierge Society) has agreed to provide the Services in accordance with these conditions; “Agreement” is the Agreement for the provision of Services which shall be governed by these conditions; “Services” means the Services to be provided by The Concierge Society to or for the Client; “Fee” means the fee payable by the Client to The Concierge Society as notified by The Concierge Society.
  2. The Concierge Society 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. **Supply of the Services**
   1. The Concierge Society shall provide the Services to the Client subject to these Conditions or such other conditions as may be agreed in writing between The Concierge Society and the Client.
   2. The service permits the Client to request from The Concierge Society any information or suggestions in relation to any personal needs or desires of the Client (including events, activities, venues, goods and services). The Concierge Society reserves the right to refuse to supply Services if, in the opinion of The Concierge Society, the Services are to be used by the Client for any immoral or unlawful purpose. The Concierge Society information and suggestions will be based upon the specific criteria provided to The Concierge Society by the Client.
   3. Every effort will be made to ensure suppliers recommended by The Concierge Society to the Client are of high quality, and suitable for the work requested. The Concierge Society cannot be held responsible however for services or products supplied by third parties, or for any charges for those services or products.
2. **Fees**
   1. The Concierge Society will provide a Quotation for specified services prior to the commencement of works.

*AND/OR*

* 1. Pre-purchased package services will be charged to Clients at 30 minute increments for out of office tasks, and 15 minute increments for office based tasks, including GST.
  2. Fees are to be paid by cash or EFT on receipt of invoice, prior to any services commencing.
  3. The Concierge Society reserves the right to charge Clients for travel time, telecommunications, and a surcharge for services outside normal business hours, weekends and public holidays if required. Any such charges will be notified in advance.
  4. Fees for services paid in advance are non-refundable, and are valid for six months from time of purchase.
  5. These Fees relate to the provision of Services by The Concierge Society only. Services provided by any third party suppliers must be paid for by the Client separately to Fees.
  6. The Concierge Society shall be entitled to vary the Fees from time to time on written notice to the Client.

1. **Client’s Responsibilities**
   1. Services provided by The Concierge Society are provided expressly for Clients and Clients shall not use the Services for any improper, immoral, unlawful or any other purpose other than that for which the Client informs The Concierge Society at the time of the initial request.
   2. Any advice provided by The Concierge Society is as a result of the information the Client has provided regarding the Client’s personal circumstances and may be based on incomplete or inaccurate information. It is the responsibility of the Client to ensure the information provided is correct, and, before acting on any advice provided by The Concierge Society, to consider its appropriateness in relation to current needs.
2. **Limitation of Liability**
   1. The Concierge Society will not be held liable for any loss, cost, damage or injury caused or as a result of the action or inaction of third party suppliers. To the maximum extent permitted by law:
      1. The Concierge Society are not responsible to you or any other party for any loss you or any other party may suffer in connection with the Services.
      2. You agree to release and forever discharge The Concierge Society, its officers and employees from, and not assert against us, any action, liability, claim, suit, demand, claims for costs or other expenses or any other proceedings arising out of, or in connection with, the Services.
      3. You will indemnify The Concierge Society, its officers and employees against any loss, action, liability, claim, suit, demand, claim for costs or expenses or any other proceeding we may suffer arising out of, or in connection with, the Services.
3. **General**
   1. These conditions (together with any other terms and conditions agreed in writing between The Concierge Society and the Clients) constitute the entire Agreement between the parties.
   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. 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.
   3. These conditions and the Agreement to which they relate shall be governed and construed in accordance with New South Wales and Australian Law.

THIS AGREEMENT is made this 18th day of October 2019.

Signed

Client The Concierge Society Concierge Services