



Services Agreement

Terms and conditions on which Alice + Albert provide services to consumers

1. Definitions and interpretation

1.1 The meaning of some words used in these terms and conditions:

- (a) **We, us** or **our** is a reference to Alice + Albert;
- (b) **You** or **your** is a reference to the person to whom we are providing our Services and who is required to pay for the Services we provide;
- (c) **Materials** refers to any materials, goods, parts or items we need to buy in order to perform the Services;
- (d) **Parties** is a reference to both you and us;
- (e) **Services** refers to the assistance we will provide in connection with Personal concierge services including coordination of third party services including those set out in clause 3. The precise Services we will be providing to you will depend on the package purchased via our website or mobile application and as we agree with you from time to time.

2. Entering into a legally binding contract

2.1 A contract between you and us will come into being in either of the following ways:

- (a) When you sign or otherwise accept (including verbally) the estimate, we and you will enter into a legally binding contract on the date you accept; or
- (b) Where we and you agree orally that we should provide the Services then there will be a legally binding contract on the date of our oral agreement; or
- (c) Where you make payment for a Service, whichever is the earlier.

2.2 We suggest that before you accept the estimate or verbally agree to us providing Services that you read through these terms and conditions, our website terms and our Privacy Policy. If you have any questions concerning these documents please don't hesitate to ask us.

2.3 You should keep a copy of these terms and conditions for your records.

3. The Services

3.1 We may accept a request to provide Services to you including but not limited to:

- (a) Personal lifestyle services,
 - (b) Personal travel assistance services,
 - (c) Personal event booking services,
- as set out on our Website from time to time.

Third party terms are binding on you

3.2 Any Service requiring ticket purchases, bookings, reservations or goods and services supplied by a third party will be subject to the terms & conditions of that third party, to which you agree, upon instructing us to purchase the goods or book the services on your behalf.

Third party deposits / security

3.3 When requesting a service from a third party, where appropriate we will provide you with an estimate for your review and authorisation.

3.4 When requiring us to engage a third party, you authorise us to debit your payment method for deposit or security purposes where required.

Reasonable efforts to select goods and services

3.5 We will make reasonable efforts to select:

- (a) Third party service providers who are qualified, insured and competent to carry out the services requested; and
- (b) Goods or services that are of such quality as is consistent with your budget purchased from third parties on your behalf.



- 3.6 You agree that our duty is discharged by exercising reasonable efforts and that we are not liable should any goods or document (examples include but are not limited to, event tickets or merchandise) purchased by us, or service arranged by us, for you on your behalf, is subsequently be found not to be genuine or is not accepted by another party, or does not meet your standards. Likewise, we shall not be held responsible or liable for services provided by third parties.
- 3.7 You acknowledge that we are not the supplier of tickets or other goods or services which you may acquire from third parties through the use of the Services and we express no warranty, condition or guarantee as to quality, fitness for any purpose or availability of any such tickets, goods or services.

Third party refunds and cancellations

- 3.8 When purchasing tickets, goods or services for you, on your behalf, you should expect that all sales are final and no refunds or cancellations will be issued after purchase from the third party. You will be held responsible for any cancellations you wish to make, or any monies forfeited as a result of cancelling or changing a booking. Should an event be cancelled, we will not be responsible for any loss or damage that you may incur as a result of the event being cancelled.

Services are not for commercial use or for an illegal purpose

- 3.9 Services may not be used to acquire goods or services for commercial use or to locate or acquire goods or services where such goods or services, or the acquisition of such goods or services, is in breach of, or prohibited by, local laws or which may otherwise have an adverse impact on our reputation or business.
- 3.10 You may not use our Services where such use would involve illegal channels or be in our opinion immoral or unethical or otherwise contravene applicable laws; or involve any fraudulent act, misrepresentation or misleading conduct by you or us.

Shipping and delivery services

- 3.11 Where you ask us to arrange shipping or delivery of tickets or any goods you purchase, we will endeavour to arrange such shipping or delivery with a reputable carrier and for a reasonable price. It may not be possible for us to arrange for shipping or delivery to certain countries and certain addresses. Where this is the case, you may need to nominate an alternative address where shipping and delivery is possible. Where we arrange shipping and delivery on your behalf, we accept no responsibility for the services provided by the relevant shipping company or courier and, as between you and us, you bear all risk associated with any loss of, or damage to, the goods or any delay in shipping or delivery except to the extent that we have contributed to such loss, damage or delay by miscommunicating your instructions to the shipping or delivery company.

4. Third Party suppliers

- 4.1 Where we engage a third party supplier on your behalf, we act only in the capacity as an introducer. We will endeavour to provide you with that third party supplier's Terms & Conditions where available but we are not liable if we do not provide them to you.
- 4.2 We accept no liability for any information, material, goods or services provided to you by, or exchanged with, any third party supplier. Should you contract or decide to contract with any third party supplier, the contract is strictly between you and the third party supplier. Any payment or monies required by the third party supplier is your responsibility and will be paid in accordance with your contract with that third party supplier.
- 4.3 You accept that your information may need to be shared with third party suppliers in order for us to deliver our Services to you, in accordance with our Privacy Policy.
- 4.4 We accept no liability for any dispute arising from any agreement made between you and any third party supplier; and you indemnify and release us from liability in relation to any claim, dispute or action arising between you and the third party supplier.



- 4.5 Unless you have requested or agreed to a particular third party supplier or specific charge for services, we shall make reasonable efforts to ensure that the third party supplier's charges are reasonable and in keeping with the local market. However, we shall not be held responsible for any third party supplier charges, whether or not you consider those charges are reasonable, or for any third party supplier charges for any services negotiated, and agreed, by you directly with the Supplier.
- 4.6 Complaints regarding a third party supplier should be made directly to the third party supplier. We request that we are notified of any complaints and disputes for our records.

5. Providing the Services

- 5.1 Once we and you have entered into a legally binding contract we will normally start providing the Services to you straight away or on a date agreed between us without further discussion with you. Occasionally the Services will be provided at some other date or time or be dependent on a number of factors.
- 5.2 Our aim is to always provide you with the Services:
 - (a) using reasonable care and skill;
 - (b) in compliance with commonly accepted practices and standards; and
 - (c) in compliance with Queensland laws and regulations in force at the time we are carrying out the Services.

6. Days and times when we normally provide the Services

Unless we and you agree otherwise, we will provide the Services on normal working days and start work no earlier than 8:30am and finish work no later than 5:30pm. A normal working day for us means Mondays to Fridays, excluding any bank or other national holidays.

7. Materials

- 7.1 At the time we perform the Services we may not have all the Materials we need to perform the Services. This may be for a number of reasons such as:
 - (a) we have not provided an estimate and cannot reasonably establish what Materials are necessary until we start performing the Services; or
 - (b) where we have provided an estimate, it may not have been reasonably possible to establish the need for particular Materials at the time we provided the estimate. The need for the particular Materials may only be revealed when we start performing the Services; or
 - (c) whether or not we have provided an estimate, the condition of an item or the area which is the subject of the Services may only become apparent when we start performing the Services and it was not reasonably possible to establish it until that point.
- 7.2 In such cases we may need to purchase Materials. If the Materials are available from a local supplier then we normally wish to travel to the supplier and purchase the Materials and return to continue performing the Services. We normally charge for the travel time at our normal charging rate. If the Materials are not available from a local supplier we normally order the Materials and return on another occasion to continue to perform the Services. We will not charge you for any time spent in obtaining Materials if we have brought or ordered the wrong Materials. In such circumstances we will normally charge for the time spent in making telephone calls to suppliers or our office to locate the required Materials.

8. Timing of delivery of Services

Our responsibility to perform the Services by particular dates

- 8.1 We aim to carry out the Services by the dates and times we either agree with you or notify to you. But we cannot guarantee or provide a firm commitment that:
 - (a) we will start performing the Services by a specified date or time; or
 - (b) we will complete the performance of all the Services by any specified date or time; or



- (c) the performance of any individual part of the Services will be completed by a specified date or time.

What can happen if we cannot start performing the Services or complete performing the Services

- 8.2 If we do not start or complete performing the Services within a reasonable period from the date(s) we have agreed or notified then you may either:
 - (a) choose to continue to wait until we can start performing the Services or complete performing them; or
 - (b) terminate the contract.
- 8.3 Where we have started performing the Services and you decide you wish to terminate the contract you will only have to pay for any Services we have performed up to the date of termination and for any Materials which we have legal obligation to pay for. If you have made payment(s) to us in excess of the amount of Services we have performed or Materials we have purchased, we will return the difference to you within 7 days of the termination.
- 8.4 What is a reasonable period of time depends on the type of Services we will be performing and the length of time they will take to perform.

Situations or events outside our reasonable control

- 8.5 In addition, there are certain situations or events which occur which are not within our reasonable control. Where one of these occurs we will normally attempt to recommence performing the Services as soon as the situation, which has stopped us performing the Services, has been resolved. In such circumstances there may be a delay (sometimes a substantial delay) before we can start or continue performing the Services.
- 8.6 The following are non-exhaustive examples of events or situations which are not within our reasonable control:
 - (a) if the Materials are not delivered on the date or at the time agreed with the supplier of the Materials (and it is not possible to obtain a replacement from an alternative supplier at all or within a reasonable amount of time, or the price charged by the alternative supplier is excessively higher than by the original supplier if ordered at short notice);
 - (b) where you make a change in the Services you wish us to perform (and this results in, for example, us having to do further work or wait for new or different Materials);
 - (c) where we have to wait for other providers of services (who have been engaged by you) to complete their work before we are able to perform the Services (or the relevant part of the Services dependent on the other provider if ordered at short notice);
 - (d) where we are unable to gain access to the premises to carry out the Services at the times and dates we have agreed with you;
 - (e) where the areas in the premises have not be readied by you as we and you have agreed in order for us to perform the Services;
 - (f) for other some unforeseen or unavoidable event or situation which is beyond our control.
- 8.7 If we are able to recommence performing the Services And you are required to make any payments during this period (for example if we and you have agreed that you will pay us in staged amounts) then we will not require you to make any of the payments required until we are able to recommence performing the Services; or we may permit you to terminate the contract. If you choose this option then you will only have to pay for any Services we have performed up to the date of termination and for any Materials for which we have a legal obligation to pay. If you have made payment(s) to us in excess of the amount of Services we have performed or Materials we have purchased, we will return the difference to you within 7 days of cancellation.

9. Price, estimates and payment



Our charges based on time spent

9.1 We charge for our Services on a time basis. We charge in blocks of time starting from a minimum of 1 hour ("Block"). Our rates, excluding GST, for performing the Services are set out on our website.

We may, at our discretion, waive any Block or portion of a Block.

Our charges based on a flat fee

9.2 We charge based on the rates disclosed in the Rate Card. These rates vary in accordance with the Subscription purchased or if a Casual Rate is selected, and is charged based on hours utilised. We only provide estimates and not quotations or binding indications of how much we will charge before commencing provision of the Services.

9.3 As we provide an estimate we may need to charge you a higher amount than stated in the estimate. This can occur for a number of reasons, in particular where:

- (a) what you require us to do changes, or the amount of work or Services you require us to provide increases or is different to what we and you agreed before we started performing the Services; or
- (b) when we start performing the Services it becomes apparent that the amount of Services we will need to perform or the type of work that is involved is different to what we agreed before we started performing the Services and we could not reasonably foresee this before we started performing the Services.

9.4 Where the amount of work involved is greater than that stated in an estimate (as set out in clause 9.3) then the following will happen:

- (a) if the amount of extra time we need to spend to finish performing the Services will mean that the extra amount payable by you will not exceed 10% of the amount stated in the estimate, then we will carry on providing and completing the Services without contacting you and obtaining your agreement;
- (b) otherwise we will not continue performing the Services and we will seek your approval to the extra amount that you will need to pay, unless:
 - (i) it is not possible to contact you within a reasonable time; or
 - (ii) it is not safe not to carry out and finish performing the Services (for example, your goods or premises may be left in a dangerous condition or unprotected from theft if the Services are not completed).

When payment is required

9.5 Payment for our Services and the Materials is normally made in two ways, as indicated on the estimate or as agreed prior to the provision of the services either:

- (a) full payment before we commence performing the Services; or
- (b) at our discretion, in a number of staged payments.

Goods and services tax (GST)

9.6 All amounts stated whether orally or in writing are exclusive of GST.

If you do not pay when required to

9.7 If you fail to make payment by the date or time we and you agree, we may:

- (a) Refuse to provide you the Services or any part thereof; or
- (b) charge you interest (at an interest rate of 10%) on any outstanding amounts if those outstanding amounts remain unpaid for more than 30 days from the date of our invoice or when we asked you first to pay them.

10. Exclusion and limitation of liability

- (a) We do not exclude or limit liability for our negligence or negligent omission which causes you personal injury or death.



- (b) We exclude all liability including for all indirect damages, loss, suits, claims or actions and in particular we exclude all liability for loss of profits or other economic loss arising out of a breach of this contract.
- (c) The exclusions in this clause are not intended to affect your rights under, or any liability imposed by statute including but not limited to the Australian Competition and Consumer Law Act.

11. Communicating with us

You can telephone (our contact number is 0406318845) or contact us via the various email addresses provided on our website.

If you wish to send us any formal notice or letter, it should be sent to 11/5 Sovereign Street, Indooroopilly, Brisbane, QLD 4068, Australia. If we wish to send you a formal notice or letter we will use the address you have provided.

12. Termination of contract

12.1 Once we and you enter into a binding contract you will normally not be able to terminate the contract, except where we agree or as otherwise provided for in this contract.

12.2 If we agree to terminate the contract then you will be responsible for the cost of:

- (a) any of our time in performing the Services up to the date we stop providing the Services; and
- (b) any materials we are contractually committed to buying up to the date of termination (whether or not we need to pay for them before or after the date the contract between you and us is terminated). Any Materials we have purchased (but not used in performing the Services) will be delivered to you.
- (c) In the circumstances stated in paragraph (b) we will first deduct the amounts for which you are responsible from any deposit you have paid. Any remaining deposit will be returned to you. If the amount owing is greater than the deposit we will return invoice you for the amount in excess of the deposit.

12.3 If you:

- (a) purport to terminate the contract; or
- (b) give notice purporting to terminate the contract; or
- (c) otherwise do not fulfil your obligations (such as by not paying any sums due to be paid to us) in a way which amounts to you terminating the contract,

We do not have to accept your termination of the contract except as provided in paragraph (b) or as otherwise provided for in this contract. However, we may choose to accept termination of the contract, and if we choose to do so you will be required to pay to us a reasonable amount for the losses and costs (including loss of profit) we have suffered. If you have paid a deposit, this will be retained and if our reasonable losses and costs (including loss of profit) are greater than the deposit we have retained we will require you to pay for our losses and costs in excess of the deposit retained.

13. Amendments to the contract terms and conditions

We will have the right to amend the terms and conditions of this contract at any time before commencement of the Services, and after the commencement of Services where:

- (a) we need to do so in order to comply with changes in the law or for regulatory reasons; or
- (b) we are changing the rates we charge for the provision of Services; or
- (c) we need to correct any errors or omissions (and this right includes the right to change any of the documentation which forms part of the contract), as long such correction is minor and does not materially affect the contract; or
- (d) we need to correct any errors or omissions (and this right includes the right to change any of the documentation which forms part of the contract), as long such correction is minor and does not materially affect the contract.



Where we are making any amendment we will give you 30 days' prior notice (unless the contract is terminated before that period).

14. Law and jurisdiction

This Agreement takes effect, is governed by, and shall be construed in accordance with the laws from time to time in force in Queensland, Australia. The Parties submit to the non-exclusive jurisdiction of the courts of Queensland.