

# Time Genie Terms and Conditions

## 1. Interpretation & General

### 1. In these terms and conditions:

- (a) "We", "Us", "Our(s)" refers to Time Genie;
- (b) "You" and "Your" refers to the customer identified;
- (c) "Tasks" refers to Our range of work that We carry out for You;
- (d) "Agreement" means the contract for Service between You and Time Genie which may be entered into from time to time in accordance with these Terms and Conditions.
- (e) "Service(s)" are the services You have engaged Us to undertake on Your behalf from time to time;
- (f) "Customer" refers to any person purchasing Services from Time Genie;
- (g) "Time Genie" refers to Time Genie Ltd NZBN 942 904 684 8178;
- (h) "Time" refers to time bought by You;
- (i) "Quote" refers to a document provided by Time Genie to the Customer outlining the Services to be provided by Time Genie;
- (j) "Supplier(s)" are third parties / suppliers We have engaged on Your behalf to carry out Services at Your request and include, the Supplier's company officers, employees, agents and subcontractors.
- (k) "Terms & Conditions" refers to these terms and conditions set out in this document as well as any special terms and conditions agreed in writing between Time Genie and the Customer.

## 2. Payment & Rates

1. We offer a complimentary initial consultation for new customers.

2. Time Genie offers you a choice of packages and our hourly rate is relevant to the package of your choice ranging from \$40.00 per hour.

3. Our standard Hours & rates are Monday to Friday 7am – 7pm  
A surcharge of 50% will apply for all requests on Public Holidays.

4. We are entitled to vary rates from time to time on written notice to You.

5. Services and products supplied by any Supplier will be charged separately. Please refer to clause 5 of these Terms and Conditions regarding Suppliers.

6. Payment shall be payable in advance or COD upon receipt of invoice. Once payment is received, We can proceed with the required Tasks, provided you have also complied with all necessary requirements including, but not limited to, providing Us all the necessary consents, licences and permissions, and all requested information referred to in clause 7 of these Terms and Conditions, to enable Us to perform the Services.

7. From time to time it may become necessary for Us to issue a further invoice to You for additional Tasks undertaken or Services provided, or where there is a variation to the Tasks or Services set out in the original Quote. If so, payment shall be made COD upon receipt of the invoice.

8. Any expenses (examples include, but are not limited to postage, shopping, travel arrangements) will need to be provided to Us by You in advance as account credit, or by using your credit card as agreed and on your behalf. Where you instruct us to purchase on your behalf, you agree to your account credit or card details to be used as agreed. Receipts for all purchases made on Your behalf will be given to You so long as You have sufficient account credit or authorisation for purchases.

9.Travel time is chargeable in accordance with the hourly rate in the retainer package purchased. Tasks requiring Our presence outside the Kapiti area (Pukerua Bay – Otaki) will be agreed on a case by case basis.

10.If You fail to make payment in accordance with clause 2.6 & 2.7, We reserve the right to charge interest at a rate of 10% per month on the outstanding amount.

11.We will be entitled to a Lien on goods purchased on your behalf for all unpaid invoices, whether or not the invoices relate to the goods.

12.If it becomes necessary for Us to commence legal proceedings for any outstanding amounts owed to Us, We will be entitled to be indemnified by You for the full amount of our legal costs.

### 3.Cancellation

1.Time purchased is non-refundable.

2.Cancellation of any appointments and bookings must be in writing at least 24 hours in advance, via email in accordance with clause 10, stating clearly that You wish to cancel.

3.Cancellation in less than 24 hours of any appointments or bookings will be charged at 50% of the booking value.

4.The full price of services will be charged if you fail to provide any notice of cancellation.

5.You have the right to cancel in accordance with clause 3.2 except where:

1.We have carried out some or all of the agreed Tasks; and/or

2.A Supplier has been engaged by Us on Your behalf.

6.In the event You cancel in accordance with clause 3.2. We are entitled to recover from You any monies paid by Us for Services or products You have requested.

### 4.Working hours

1.Time Genie services are available 24/7 (Except Good Friday & Christmas Day).

2.Our standard Hours are Monday to Friday 7am – 7pm

A surcharge of 50% will apply for all requests on Public Holidays.

### 5.Suppliers

1.Every effort will be made to ensure that Suppliers put forward by Us are qualified, insured, and competent to carry out the services required to a proper standard. However, We shall not be held responsible or liable for products and services carried out by any Supplier, including if the Supplier products or services fall below standard.

2.Where We engage a Supplier on Your behalf, We act only in the capacity as an introductory agent. We will endeavour to provide You with Supplier Terms & Conditions where available but We are not liable if We do not provide the Supplier Terms and Conditions to You.

3.We accept no liability for any information, material or Services provided to You by, or exchanged with, any Supplier. Should You contract or decide to contract with any Supplier, the contract is strictly between You and the Supplier. Any payment or monies required by the Supplier is Your responsibility and will be paid in accordance with Your contract with that Supplier.

4.You accept that your information may need to be shared with Suppliers in order for us to deliver our Services to you, in accordance with our Privacy Policy

5.We accept no liability for any dispute arising from any agreement made between You and any Supplier; and You indemnify and release Us from liability in relation to any claim, dispute or action arising between You and the Supplier.

6.Unless You have requested or agreed to a particular Supplier or specific charge for services, We shall make conscious efforts to ensure that the Supplier's charges are reasonable and in keeping with the local market. However, We shall not be held responsible for any Supplier charges, whether or not You consider those charges are reasonable, or for any Supplier charges for any services negotiated, and agreed, by You direct with the Supplier.

7.Complaints regarding a Supplier should be made directly to the Supplier. We request that We are notified for Our records.

## 6.Services

1.These are the Terms & Conditions of supply of Services offered by Us to You from time to time.

2.In the event of any inconsistency with any other terms, these Terms & Conditions shall prevail.

3.We reserve the right to change these Terms & Conditions from time to time and will provide reasonable notice to You.

4.Nothing in these Terms and Conditions shall affect Your statutory rights as a consumer.

5.Time Genie's information and suggestions will be based upon specific criteria provided to Us, and We will act in accordance with instructions provided by You, and will assume all information provided by You is accurate, true and correct

6.Any Service requiring ticket purchases, bookings or reservations will be subject to the terms & conditions of the Supplier or operator, to which you agree, upon instructing Us, to purchase or book on Your behalf.

7.When engaging Our Services, You authorise Us to debit Your payment card for deposit purposes where required.

8.Whilst all efforts shall be made to ensure products or services purchased from Suppliers are bona fide, We shall not be held liable should any product or document (examples include but are not limited to, event tickets or merchandise) purchased by Us, for You on Your behalf, is subsequently found not to be genuine or is not accepted by another party / Supplier.

9.We will endeavour to source the highest quality products and services (examples include but are not limited to groceries, catering, car valet etc) possible for Your budget at all times, however, We will not be liable for Supplier products or services that you deem not acceptable or up to Your standards.

10.When purchasing tickets, goods or services (examples include but are not limited to restaurants, hotels and tickets) 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 Supplier. 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.

11.We reserve the right to refuse any request that We deem inappropriate.

## 7.Customer's Responsibilities

1.You shall cooperate with Us and provide us with any information and comply with all requirements, which are requested by Us in the Quote, or from time to time, that may be reasonably necessary to enable Us to perform the Services.

2.You will be responsible for obtaining any consents, licences and permissions from other parties necessary for Services to be provided at your cost, and for providing Us and/or the Supplier the necessary consents, licences and permissions.

3.You shall not use the Services for any improper, immoral or unlawful purpose, or for any other purpose other than that for which You inform Us at the time of the initial request.

4.In the event that You request that We use Your credit card and/or other credit facilities in relation to the Services, You shall, as soon as reasonably practicable, provide Us with a written confirmation authorising Us to use such facilities. You acknowledge and accept that We shall not be liable in any way whatsoever with regards to the use of Your credit card/or other credit facilities provided that We act in accordance with Your instructions.

## 8.Gift Vouchers

1.Gift vouchers that have been purchased are fully transferable. We accept no liability for stolen gift vouchers.

2.Your gift voucher pays for Time Genie's time and cannot be applied to costs incurred by third party suppliers.

3. Gift vouchers shall be delivered by email. We shall not be held liable or responsible for any loss, damage or delay as a consequence of using an incorrect email address that is provided to Us, or where an email is blocked by filters or firewalls. If you require the gift voucher to be delivered by any method other than by email, a further charge will be payable by You to Us.

## 9. Limitation of Liability

1. We shall not be held liable for any loss, cost, damage, including but not limited to personal injury, death, or expense howsoever caused resulting from the provision of the Services or arising from requests or instructions supplied by You, or services supplied by the Supplier.

2. Except as required by law, We do not give any guarantee, warranty or representation as to the quality, fitness for purpose or otherwise of Services supplied by Us or services or goods supplied by Suppliers.

3. In relation to any loss, cost, or damage including, but not limited to, personal injury, death or expenses, You agree not to seek any compensation from Us but, where applicable, You may seek compensation from Suppliers directly.

## 10. Notice

1. 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. Any notice may be sent by email, and notice shall be deemed to have been served at the time of transmission.

## 11. Insurance

1. It is Your responsibility to decide whether insurance is required in relation to a Service, and which insurance cover is appropriate, and We shall not be held liable or responsible for any loss or damage incurred as a result of You choosing the incorrect insurance cover, or for any other reason.

## 12. Force Majeure

1. Neither party shall be in breach of its obligations, or incur any liability, to the other party if the failure to perform its obligations is a result of a force majeure event including, but not limited to, acts of God, terrorism, accidents, war, labour disputes or strikes.

2. The party affected by the force majeure event shall, as soon as reasonably practicable, provide notice of the force majeure event to the other party. The parties shall resume the normal performance of the Agreement as soon as reasonably practicable and the party affected by the force majeure event shall be entitled to a reasonable extension of time to perform its obligations.

## 13. Severance

1. If any provision (or part of it) of these Terms & Conditions is held to be unenforceable or invalid in any jurisdiction, then it shall be interpreted as narrowly as necessary to allow it to be enforceable or valid.

2. If a provision (or part of it) of these Terms & Conditions is held to be unenforceable or invalid and cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then:

(a) the provision (or part of it) must be severed from these Terms & Conditions;

(b) the remaining provisions (and remaining part of the provision) are valid and enforceable.

## 14. Jurisdiction & Governing Law

1. These Terms & Conditions and the Agreement to which they relate shall be governed and construed in accordance with the laws in force in New Zealand and the parties submit to the exclusive jurisdiction of the courts of New Zealand.

## 15. Acceptance of Terms and Conditions

1. If you accept Our offer to provide Services to You, You will be regarded as having entered into an Agreement with Time Genie. This means You will be bound by the Terms and Conditions set out in this document. Acceptance of these Terms and Conditions may be by any one of the following ways:

(a) signing and returning a copy of this document accepting the Terms and Conditions;

(b) stating in writing by email or by payment of Our invoice, that You accept the Terms and Conditions;

(c) giving us instructions at any time after receiving this document, whether the Services We provide are provided immediately after You accept the Terms and Conditions, or whenever We provide Services to You from time to time;