

# TERMS AND CONDITIONS

## 1. Application

- 1.1 Your access to, and use of mytodolist.co.nz and mytodolist.nz ("our Website"), and any other domain name that redirects to our Website, your purchase of any products from us ("Products") and your use of any service we provide ("Services") via our Website, or sought directly from us, is subject to the following terms and conditions ("Terms"). By using the Website, purchasing our Products or seeking our Services, you represent that you have read, understood and accepted these terms and conditions and agree to be bound by them.
- 1.2 These Terms will prevail if there is any inconsistency with any other document.
- 1.3 The Terms may be updated from time to time. You acknowledge and agree that any Services you request from us will be subject to the Terms that appear on our website at the time the Order is placed. This clause is subject to clause 5.9.
- 1.4 We provide our Website as a way for you to obtain our Services. You acknowledge that we provide access to our Website, and any function of our Website, at our sole discretion. You agree not to hold us liable if you are unable to use our Website in the manner you expected.

## 2. Our Services & Products

- 2.1 The Services we provide revolve around acting as your personal concierge. This will allow you to leave those little tasks to us so that you can focus on the more important things in your life.
- 2.2 The range of our Services will change overtime. We may add new Services if we see a demand from our clients.
- 2.3 However, we may also remove any of our Services at any time. You agree that we can do so if we believe, in our sole discretion, that we cannot provide that Service at an affordable price, or if we are unable to provide that Service any more due to a third party or a change in legislation. You agree that we need to run a profitable business and will not hold us liable if we need to withdraw any of our Services for any reason, including if we have previously provided it to you, and even if it has already been scheduled. We will try to notify you of any change if you do have such Services scheduled.
- 2.4 We also stock several items which we can supply to you at a cost ("Products"). These are Products that we personally use and recommend.
- 2.5 Some of our Services, such as cleaning Services, will require you to have certain items available. We may be able to supply Products where required items are missing and you agree to pay for those Products.
- 2.6 Our Website should contain our current list of Services and Products available. However, at times a change may not yet be shown on our Website. You understand that a Service or Product showing as being listed on our Website may no longer be available and that you won't hold it against us if we no longer provide a listed Service or Product.
- 2.7 Our staff ("To-Do Gurus") are trained and highly skilled in our cleaning and organisational systems. You will be assigned a To-Do Guru based on their availability in your region.
- 2.8 We believe that it is important that the people performing the Services are extremely talented at what they do. If we believe that there is somebody who is more experienced than us at providing a particular Service ("Experts") then we can contract them to provide that work. With your agreement, we can coordinate with the Experts to get all the requested Services provided, so that you only have to deal with us. An example would be a gardening service.
- 2.9 If there are any Services that you would like us to provide then please let us know.

## 3. Delivered Items

- 3.1 We may, as part of a Service, collect an item for you ("Delivered Item") from a third party ("Merchant") and then deliver it to you.
- 3.2 We reserve the right to limit the distance we travel from collection to the delivery location to be 3 kilometers.
- 3.3 You agree that this is a Service that we only provide to certain customers, and that we may, at our sole discretion, refuse to provide this Service to you.
- 3.4 Unless otherwise arranged, we will pay for the Delivered Item on collection from the Merchant. We reserve the right to limit your total payments for all Delivered Items to be a maximum of \$100 at any one time.
- 3.5 You agree to repay for that item on request, and any payment will become immediately due when that request is made (as per clause 6.3).
- 3.6 You agree that we are not recommending a Delivered Item or Merchant. We will collect the Delivered Item from a particular Merchant if you specify, otherwise we will chose a Merchant who is convenient to our Schedule and location.
- 3.7 You agree that, in collecting the item, we are acting as your agent. You are purchasing the Delivered Item from the Merchant; our job is to facilitate the transaction between you and the Merchant and to transport the Delivered Item. If the Merchant requests the purchaser information, we will record your details as the party purchasing the Delivered Item.
- 3.8 You acknowledge that we are not supplying the Delivered Item, and that we have no relationship with the Merchant except where we are acting as your agent in sourcing the Delivered Item from them.
- 3.9 We agree that we will not add any premium to the Merchant's retail price. You will be charged the then current Merchant's retail price.
- 3.10 You agree that we have no control over the quality, safety or legality of any Delivered Items.
- 3.11 You agree that we have no control over the suitability or fit for purpose of any Delivered item.
- 3.12 You agree that you will raise any complaint or legal issue you have in relation to a Delivered Item directly with the Merchant. To the extent permitted by law, we disclaim all conditions and warranties, expressed or implied.
- 3.13 For the sake of clarity, dry cleaning is considered a Delivered Item.

## 4. Welcome Meeting

- 4.1 To allow us to get to know your requirements, and so that you have an opportunity to get to know us, we will meet with you ("Welcome Meeting") at your address for service, ie, your home or office. If you are unable to find a time to meet with us then we can discuss your required Services during a phone call (a video phone call is preferred if possible).
- 4.2 You can book a Welcome Meeting through our Website or contact us directly by phone.
- 4.3 You agree that you will provide true and correct information when booking your Welcome Meeting, and that we are under no obligation to check or confirm the information provided.
- 4.4 You must be 18 years old or older to book a Welcome Meeting.

- 4.5 We reserve the right to decline a Welcome Meeting request for any reason, and you agree that we do not have to disclose that reason.
- 4.6 As part of the Welcome Meeting we may bring with us a collection of items and goodies for you to enjoy ("Welcome Pack") which is yours to keep and which you agree to purchase when you Order for one or more of our Services. If you do not wish to place an Order then you may purchase our Welcome Pack from us.

## 5. Orders for Services

- 5.1 Each separate order for Services from us ("Order") will be either a one off Order ("One-Off") or a recurring Order ("Regular").
- 5.2 Each Order placed is subject to our ability to fulfil the Order. We will use our reasonable endeavours to keep in contact with our Experts to make sure that they can provide the Services we can't. If an Expert can't provide the Service then we will use our reasonable endeavours to find another Expert who can.
- 5.3 There is always a possibility that, despite our attempts, a Service cannot be provided. We will do our best to let you know as early as we can. In the rare event that this does happen, you agree that these third parties are outside of our control and that you won't hold us liable.
- 5.4 You understand that our Services need to be planned out ("Schedule") so that we can efficiently help you and our other customers.
- 5.5 Services may not be available on public holidays, or may be available at an additional charge. We will make you aware of this when possible.
- 5.6 You agree that you will provide us with all the necessary information that we request so that we can complete the Service accurately and can set our Schedule.
- 5.7 We do understand that sometimes things don't go as planned, so if you do need to make a change to something in our Schedule then please let us know as early as possible and we will use our best endeavours to make that change. However, if the change happens too close to the scheduled time then a change may not be possible.
- 5.8 You will use your reasonable endeavours to stick to the Scheduled time, and you will be liable to pay for any Services which we were unable to provide due to your failure to do so. This will include providing us with the requested information and notifying us if changes should occur.
- 5.9 You may cancel a Regular Order at any time provided that any cancellation must be made at least 7 days prior to both the date the Service is Scheduled and the date on which we were due to invoice for the Service (if we invoice you in advance of Services being provided). There will be no reimbursement or waiving of an invoice if an Order is cancelled after the above period. You agree to reimburse us for any costs that are payable to any Expert who requires payment despite the Services being cancelled.
- 5.10 Cancellation requests must be made in writing to office@mytodolist.co.nz.
- 5.11 The Terms available on our Website when a One-Off Order is placed will be the Terms that apply to that Order. For Regular Orders, the Terms that were in place when Services were last provided for the Order, or when the Order was originally placed if Services have not yet been provided, are the Terms under which Services for an Order are provided.
- 5.12 We are unable to provide any Service which would require us to break the law.
- 5.13 If we are required to purchase alcohol and/or cigarettes as part of a Service, we reserve the right to require someone aged 18 or over, with appropriate photo identification, to be present when we provide the Service. We also reserve the right to NOT leave purchased alcohol or cigarettes at an unattended Property. In such a situation, you may be required to collect these items from us.
- 5.14 We are able to provide Products as a part of a Regular Order or as part of a One-off Order.
- 5.15 We reserve the right to decline to provide any Service or to fulfil any Order.

## 6. Payments

- 6.1 If you are paying for an Order with a bank account or card based in a country other than New Zealand then you acknowledge that:
- We may refuse to process any Order placed if we, in our sole discretion, believe that the payment you have made is not legitimate or if we believe any information you have provided is incorrect;
  - We may refuse to process any order placed if we believe that we are prevented by New Zealand legislation. You agree that we are not liable for any action of any government body in preventing our providing of any Service; and
  - We may request proof of identity or payment legitimacy prior to an Order being processed. We reserve the right to decide what is required to prove identity.
- 6.2 While we will typically invoice you for Services on a weekly basis, we reserve the right to require any Order to be paid in advance. However all incidental costs, such as payments to Merchant for Delivered Items, may be invoiced at any time. This includes, but is not limited to, the cost of dry cleaning and the purchase of grocery items.
- 6.3 You agree that any amount that is paid to an Expert or for a Delivered Item for any Order will become payable to us immediately on your receipt of an invoice from us.
- 6.4 You agree that we may refuse to provide any Service, including any Service that we have already confirmed, if you have any unpaid invoices. You agree that you will not hold us liable for any Service that we fail to provide due to outstanding invoices.
- 6.5 Unless otherwise specified all prices are exclusive of GST if applicable.
- 6.6 If we refuse to process your Order for any reason then any pre-payment received from you for that Order will be refunded to you (with the exception of a Service that falls within 7 seven days, see 5.9). We will attempt to make repayments in the same manner as the payment was made, however if this is not possible then we reserve the right to repay you in the manner we choose.
- 6.7 If you require an invoice for a Delivered Item then this will need to be requested by you directly from the Merchant. When possible, we will pass to you, with the Delivered Item, any invoice or receipt which we have received from the Merchant, however if this is not supplied then you will need to contact the Merchant for this as we are unable to produce this for you.
- 6.8 Prices for Services are reviewed on 1 January of every year. You will be notified prior to any change in price for any Services you currently receive.

- 6.9 You agree that we may claim, for our sole benefit, any bonus provided by the Merchant including, but not limited to, any frequent customer points program, rebates, purchase incentives and discounts for large volumes. For the sake of clarity, while we will make use of such benefits, we will not knowingly go to a Merchant who is more expensive or provides a poorer service to gain such a benefit. Any such benefit is tertiary to the service or product you receive.

## 7. Property

- 7.1 Many of our services will require gaining access to a building ("Real Property") or your personal items or pets ("Personal Property").
- 7.2 You agree that it is your responsibility to maintain your Real Property so that it is a safe environment. This includes, but is not limited to, restraining any pets that may endanger our To-Do Gurus or Experts, any construction work that may be occurring, any noxious chemicals or any people who may present a threat. You agree that, should our To-Do Gurus or Experts reasonably believe that they are unable to safely access your Real Property due to any risk, you will remain responsible for the cost of any Service. If our To-Do Gurus or Experts decide that a Real Property cannot be safely entered then we will notify you of the reason. If such a risk may exist then please let us know in advance so that we have the opportunity to either make arrangements to minimise that risk or to refuse to provide the Service.
- 7.3 You acknowledge that you have a legitimate interest in any Real Property or Personal Property for which you Order Services. You acknowledge that we have no reason to doubt your legitimate interest, and that we will not be infringing on any party's interest in that property by providing the Service. You agree to indemnify us for all costs resulting from any action against us where this clause is breached.
- 7.4 For any Services that require access to Real Property, we will require that you either provide access at the Scheduled time, or keys and any required alarm codes and/or other information required to gain access to perform the Services. We will relinquish such items to you at your request.
- 7.5 Anything provided by you under clause 7.4 will be securely held by us. If, for any reason, we need to provide any of these to an Expert then we will seek your consent prior to doing so.
- 7.6 Any Personal Property will be transported by us in a reasonable manner, but will be done so at your risk. You agree that you will insure your own personal property. You agree that you will be liable for any damage caused by your Personal Property, including any mess made by any pet.
- 7.7 You agree that you will notify us if any vehicle that you ask us to move, for any reason, is not insured, and that you will pay for any additional cost that is incurred so that we can minimise any liability while moving it (including the cost of additional insurance and/or the use of a car movement company).
- 7.8 It is your responsibility to make sure that any Personal Property can be legally and safely moved. For example, if we are required to move your vehicle then that vehicle will need to be road worthy etc. You will need to tell us in advance if this is not the case so that we can arrange the appropriate Experts to help us move the Personal Property. You agree to indemnify us for all costs incurred if this clause is breached. We may be able to arrange for the repair or replacement of the Personal Property at your expense.
- 7.9 It is your responsibility to make sure that any Personal Property that is to be used in the performance of a Service is in a safe and working condition, such as your vacuum cleaner. If the To-Do Guru reasonably believes that it is unsafe then they will not use it. This may affect the delivery of the Service. You agree that you will pay for any Service which cannot be completed due to the condition of the Personal Property. We will endeavour to notify you if the To-Do Guru or Expert believes that any Personal Property is unsafe or not in a working condition.

## 8. Authorisation

- 8.1 You agree that we have no obligation to inquire into the authority of any person placing an Order.
- 8.2 You agree that you will be liable to pay for any Order placed under your Account.

## 9. Complaints

- 9.1 We understand that you are asking us to look after your Property and we understand the care with which you expect us to honour that trust you've placed in us. For that reason, all of our To-Do Gurus have gone through a vetting process and have had their experience scrutinised.
- 9.2 Our To-Do Gurus and Experts all respect the trust that is being placed in them and acknowledge the level of that trust. As a result they have all agreed to do what they can to honour that trust, and to provide you with the level of Service that you reasonably expect.
- 9.3 We ask that you let us know if you ever believe that our To-Do Gurus or Experts have not done a satisfactory job or if you have some other dissatisfaction in the Services provided or those who provide them. We will use our reasonable endeavours to resolve the issue and, if we believe it is required, we will change the To-Do Guru or Expert who is supplying the Service.
- 9.4 We also like to believe that our To-Do Gurus and Experts should work in a safe and comfortable environment. You agree that you will treat them with the respect they deserve. This includes, but is not limited to, subjecting them to physical harm, direct or indirect threats, any situation that they may believe could cause them harm, intimidation, aggression of any kind, obscene language, discrimination of any kind or any situation which a reasonable person would find inappropriate in a work place.
- 9.5 You understand that we will need to suspend any Services if our To-Do Guru or Expert feels that clause 9.4 has been breached in any way. This will allow us time to investigate the matter.
- 9.6 We want our clients to experience the best service possible, so we are happy to discuss any issues or ideas that you may have.
- 9.7 We also scrutinise our Experts, seeking out industry leading professionals who we believe provide outstanding service. We ask that you let us know if you ever receive anything other than the service you expect. This will provide us with an opportunity to discuss the issue with the Expert and, if required, look for other Experts to provide the Service in the future.

- 9.8 If you prefer we can make sure than any complaint is handled anonymously, so that the To-Do Guru or Expert is not aware of who raised the complaint.
- 9.9 We want to be able to provide you with worry-free Services and letting us know about any issues will help us to do that.

## 10. No Warranty

- 10.1 All statutory, express or implied warranties by us are expressly excluded (to the extent permitted by law).

## 11. Limitation of Liability

- 11.1 Subject to clause 11.3, we will not be liable for any direct or indirect loss or damage, including without limitation; economic loss, loss of profits or savings (or for any indirect or consequential loss or damage), however caused, arising out of or in connection with the Services, non provision of Services, any issue resulting out of any Order, whether those Orders were acted upon or not, any injury sustained at any time or any physical damage to any Property.
- 11.2 As the person who is booking the Order, you agree that you may have interacted with us on behalf of another person or company who will receive a benefit from our Services as a result of your Order ("the Recipient"). You acknowledge and agree that, as we have not had direct contact with the Recipient, we have been unable to confirm any details beyond what you have provided and that we have been unable to confirm any details with them. You agree to personally indemnify us for any action filed against us by any other party, including the Recipient, for any action undertaken against us as a result, directly or indirectly, of your Order. This includes, but is not limited to, any claim for injury, loss items, lost income, emotional harm or breach of privacy.
- 11.3 If we are found liable then you agree that our liability in respect of all claims for loss, damage or injury arising from a breach or our obligations under these Terms or from any act or omission by us is limited in each case to the lesser of:
- (a) Resupply of our Service (not including any amount paid to any Expert); or
  - (b) The price of the Service provided (not including any amount paid to any Expert).
- 11.4 Our liability in clause 11.3 is limited to our share of any payment you made, and that you will not hold us liable for any payment made to Experts, even though that payment was made through us.
- 11.5 You agree that you will not hold us liable for any failure of any Expert, any third party, act of God, act of terrorism, war, disease or any other reason that is outside of our control.
- 11.6 All claims must be made in writing and are subject to verification or acceptance by us. No claim for any loss, damage or injury arising out of the supply of the Services, may be brought more than 10 days after the date you become aware or reasonably ought to have been aware of the circumstances giving rise to the claim.
- 11.7 If any claim is made on the insurance we hold in relation to any Service you have Ordered, you agree that you will pay the \$500 excess.
- 11.8 If the rare event that we lose any keys that have been provided to us, we agree to pay the cost to provide replacement keys. However, if you require new locks to be installed then you agree to pay the excess noted in clause 11.7.
- 11.9 We will not be liable to you if we are unable to complete any Order (in whole or in part) due to cause(s) beyond our reasonable control.

## 12. Consumer Guarantees Act 1993 and Fair Trading Act 1986

- 12.1 You agree that, if you are not a consumer as defined in the Consumer Guarantees Act 1993 and these Products are supplied to you in trade, that it is fair and reasonable that:
- (a) The provisions of the Consumer Guarantees Act 1993 do not apply; and
  - (b) Sections 9, 12A, 13 and 14(i) of the Fair Trading Act 1986 are contracted out of.

## 13. Privacy Information

- 13.1 You agree that any information about you which you provide to us may be used by us at any time for any purposes connected with our business including, but not limited to, direct marketing. Any personal information is held by My To Do List Limited c/- Turner Hopkins, 400 Lake Road, Takapuna, Auckland 0740 and you have certain right of access to your personal information under the Privacy Act 1993.
- 13.2 Any information provided by you will not be disclosed to any third party unless we are required to do so to fulfil any Order placed by you, or we are legally required to do so by any legislation or government department. Such disclosure will include disclosure to Experts where required so that Services can be provided.

## 14. Unsolicited Electronic Messages Act 2007

- 14.1 Under the Unsolicited Electronic Messages Act 2007, you must consent to receiving commercial emails from us. Consent can either be explicit, inferred or deemed. We will infer that we have your consent to send you commercial emails from time to time unless you inform us otherwise by letter or email. The email address for unsubscribing to commercial emails is office@mytodolist.co.nz.

## 15. General

- 15.1 We will not be prevented from enforcing any of our rights under this agreement because on an earlier occasion we did not enforce those rights.
- 15.2 You agree that we may assign, delegate or subcontract any or all of our rights or obligations under the Terms.
- 15.3 You agree that we may issue any proceedings in respect of our agreement with you in any court that suits us. The law that governs the terms is New Zealand law. All references to legislation are in reference to New Zealand legislation.
- 15.4 Any provision of the Terms that is held to be invalid or unenforceable for any reason shall be severed from the Terms and shall not affect the remaining provisions of the Terms.
- 15.5 You agree that the Terms express the entire understanding between us and that there have been no representations made by or on behalf of us that have been relied upon by you that are not contained in the Terms.