

Little and Nurtured Limited
Terms and Conditions of Trade

1. GENERAL

1.1 In these Terms and Conditions:

- (a) "Agreement" means any booking or order relating to the Services, and these Terms and Conditions.
- (b) "We" or "Us" means Little and Nurtured Limited and its successors and assigns.
- (c) "You" means the person, firm, company or entity buying Services from us.
- (d) "Services" means all Services We will supply to you under a booking for babysitting services.
- (e) "Location" means your home or other venue where the Services will be performed;
- (f) "Contractor" means the babysitter who will provide the Services on our behalf.

2. PRICE

- 2.1 Price plus tax:** You will pay the price indicated on the invoice, order form or other similar document issued by us ("Price"), together with the amount of any Goods and Services Tax or any other tax which may be payable in respect of the supply of Services or otherwise under these Terms and Conditions.
- 2.2 Price calculation:** The Price is calculated according to the quoted hourly rate multiplied by the number of hours worked rounded up to the next quarter hour.
- 2.3 Cancellation:** If you cancel a booking we reserve the right to retain the booking fee at our sole discretion.

3. PAYMENT

- 3.1 Booking Fees:** In order to confirm a booking you may be required to pay a booking fee.
- 3.2 Payment of invoice:** You will pay the amount owing on your account within 48 hours of the date of our invoice. We accept payment by bank deposit or credit card.
- 3.3 Credit card payments:** Payments you make with your credit card are processed by Stripe and its global affiliates ("Stripe"). If you pay by credit card you agree to indemnify us against any default by your credit card company to make payment to us in full.

4. PENALTY FOR LATE PAYMENT

- 4.1 Default interest:** Failure by you to make payment in full of any amount payable pursuant to this Agreement on the due date constitutes a default. Without prejudice to any other rights or remedies available to us, we will charge you a late payment fee of \$10 per day from the fifth day after the date of our invoice until payment is made.
- 4.2 Legal costs:** You will indemnify us against all loss, costs and expenses, including legal costs on a solicitor/client basis, which We may suffer or incur as a result of any failure by you to make due and punctual payment.

5. YOUR OBLIGATIONS

- 5.1 Information:** you will provide us with any relevant information required to enable us to perform the Services, including your address, full name, contract details and any special needs of the children.
- 5.2 Health and Safety:** It is your responsibility to ensure that the Location is safe and complies with health and safety laws. You must make the Contractor aware of any emergency procedures and provide the Contractor with contact details in case of an emergency. Prior to our Contractor attending the Location to perform the Services you will:
 - (a) Inform us of all applicable health and safety rules and regulations that may apply at the Location;
 - (b) Notify us promptly of any risk, safety issues or incidents that may arise or may have arisen at the Location that are relevant.
- 5.3 Right to delay or cancel:** If we or the Contractor are concerned about the presence of any hazards or risks at the Location we may, in our absolute discretion, delay the performance of some or all of the Services or cancel any booking by notice in writing to you.
- 5.4 No Contracting:** You agree not to make bookings with Contractors directly and understand that all bookings are to be made through us. If you do make a booking directly the Contractor is required to inform us and you will be liable for the Price we would otherwise have charged you.

6. OUR OBLIGATIONS AND WARRANTIES

- 6.1 Performance:** We will use reasonable endeavours to deliver the Services at the booked time. However, we will not be responsible for any delay or non-performance if it is caused by matters outside our reasonable control.
- 6.2 We warrant that:**
 - (a) We have the right to enter into this Agreement;
 - (b) We will perform the Services to a reasonable standard of care and skill;
 - (c) We will perform the Services in accordance with relevant laws.
- 6.3 Health and Safety:** We will take reasonable steps to ensure that while at the Location our Contractor complies with any health and safety requirements and other reasonable security requirements you make known to us.

- 6.4 Police Checks:** We will verify the Police Check provided by the Contractor. However, we do not warrant any Contractors' suitability to provide the Services, including but not limited to honesty, capability or character.

7. LIABILITY

- 7.1 Consumer Guarantees Act:** As a consumer, you have certain rights under the Consumer Guarantees Act 1993 and the Fair Trading Act 1986. Those rights apply alongside these Terms and Conditions and are not affected by anything in this clause.
- 7.2 Complaints and limitation of liability:**
 - (a) **Complaints:** We will have no liability for unsatisfactory Services unless you notify us in writing of your complaint within 48 hours after performance of the Services;
 - (b) We will have the option, exercisable at our discretion, to replace or give credit for any services in respect of which any complaint is made or proven or to refund a portion of the price paid for the Services, thereby fully discharging all our legal liability;
 - (c) We are not liable for any loss caused by you, or any loss that results from your failure to take reasonable steps to avoid or minimise your loss;
 - (d) Notwithstanding any other provision of this agreement, neither party will be liable for indirect, special, consequential or similar damages or losses, including but not limited to loss of profit or revenues or other financial or economic losses of any kind and whether or not the other party has been advised of the potential for such damages.
- 7.3 Contractors:** Contractors are independent contractors and not our employees or agents. We do not accept liability or responsibility for accident, injury, loss, damage, or misconduct sustained by a Contractor, you or any other person.
- 7.4 Business purposes:** If you hold yourself out as acquiring the Services for business purposes, you acknowledge that the provisions of the Consumer Guarantees Act 1993 will not apply and are expressly excluded.

8. GENERAL

- 8.1 Events outside our control:** If any cause beyond our reasonable control including but not limited to order of a government or other authority, strike, lockout, labour dispute, delays in transit, difficulty in procuring components or equipment, embargo, accident, emergency, act of God interfere with our performance of any of our obligations under these Terms and Conditions then we may at our sole discretion suspend our performance of any such obligation or cancel any contract for the purchase of Services and we will not be liable to you in any respect.
- 8.2 Waiver:** These Terms and Conditions remain in force notwithstanding any neglect, forbearance or delay in enforcement. We will not be deemed to have waived any condition unless such waiver will be in writing and such waiver will only apply to the particular transaction to which it refers.
- 8.3 Severability:** If any clause or provision of these Terms and Conditions will be held illegal or unenforceable by any judgment of any Court or Tribunal having competent jurisdiction, such clause will not apply to this Agreement. The remaining provisions of this Agreement will remain in full force and effect as if the clause or provision held to be illegal or unenforceable had not been included.
- 8.4 Variation to Terms:** We may vary or replace these Terms from time to time by publication on our website.
- 8.5 Privacy Policy:** Any personal information collected by us in connection with this Agreement will only be used or disclosed for the purposes of ensuring performance of this Agreement and any future like arrangement or arrangements. This may include disclosure within our organisation and to other parties involved in performing the Services. We agree to comply with relevant privacy laws in respect of any personal information collected in connection with the provision of the Services and any future like arrangement or arrangements. Because we use Stripe to process credit card payments, you consent to and understand that your personal information may be sent to Stripe and may be transferred, processed and stored outside of New Zealand.
- 8.6 Electronic Communications:** You consent to receive commercial electronic messages from Us. If you wish to opt out of receiving these messages tell us in writing and we will remove you from the mailing list.
- 8.7 Confidentiality:** Each party must keep confidential during the term and after termination of this Agreement the existence and terms of this Agreement and all information of a confidential or sensitive nature supplied by the other party to this Agreement except to the extent that disclosure is required by law or where such information is or becomes available in the public domain without breach by a party of its confidentiality obligations under this Agreement. A party may disclose such information to its legal and other advisers, bankers and other persons who are subject to an obligation of confidentiality.

