

# TIME BOUTIQUE

## Terms & Conditions

In this agreement “**we**”, “**our**” and “**us**” refers to Time Boutique; “**you**” and “**your**” refers to the customers; “**our tasks**” refers to the range of work that we offer and undertake for you; “**hours**” refers to time bought by you; “**the services**” means the services which you have engaged us to undertake on your behalf; “**supplier**” means a third party who we have engaged for you to carry out services at your request.

### 1. SUPPLIERS

- (1) We shall not be held responsible for products and services offered by us on behalf of the supplier/suppliers. However, we shall endeavour to ensure that any supplier chosen by us is suitable and qualified/insured.
- (2) (i). You agree that any contract entered into by you with any of the suppliers is independent. You are responsible in deciding whether to enter into any contract with any third party for the supply of services or sale of goods. Your contract for services or products will be made with the relevant supplier and not us.  
(ii). You are responsible for any payment required by the supplier and will do so in accordance with the independent contract between you and the supplier.
- (3) We shall not be liable for any loss, cost, expense, damage, or in the respect of personal injury and even death (save where due to our negligence) resulting from the services, or from suggestions and information supplied to you by us or by the supplier. We disclaim all liability for any act of a supplier and its employees or any loss incurred by you as a result of any supplier.
- (4) We shall have no liability to you for any loss, cost, expense and damage arising from requests or instructions supplied to you by the supplier and its employees or for any fault of your own.
- (5) Unless you have requested or agreed to a particular supplier or specific charge for the services, we shall make conscious efforts to ensure that the supplier’s charges for the services are reasonable and in keeping with the local market. However, we do not warrant any supplier’s charges for any services which have been negotiated and agreed by you direct with the supplier.
- (6) Whilst we shall use our reasonable endeavours to ensure that the supplier is competent to carry out the services to a proper standard, we shall not be liable if the supplier and its employees work falls below standard.
- (7) We shall not be responsible for the security of communications sent by us to you or the supplier which is outside the Data Protection Act 1998. Please let us know if you prefer another form of communication other than email.
- (8) You will be responsible for obtaining from other parties any consent that may be necessary for the services to be provided.
- (9) In the event of you requiring work at a particular location, it is your responsibility to provide us/the supplier/third party with the necessary access and consents.

### 2. HOURS

- (1) Our normal working day is 9am to 6pm Monday to Friday. This excludes weekends and Public Holidays. If at your request we carry out tasks for you outside our office hours, our charges will increase in accordance with our tariff.

### 3. RATES

- (1) Time Boutique’s fees are agreed on application.
- (2) Buying blocks of hours (5 hours and above) means you benefit from a discounted hourly rate. Blocks of hours can be purchased in advance and are valid for 6 months commencing on/including the date of purchase. Advanced payment for blocks of hours shall be payable within 7 days upon receipt of invoice. Once payment is received, we are then able to proceed with the required tasks. Should there be any issues with an invoice when presented, please notify us at least 4 days before the fee becomes due so that the necessary steps can be taken. If notification is not received within this period then the invoice will be deemed to be accepted.
- (3) If required, hours can be invoiced following the completion of agreed tasks. Hours purchased in this manner are charged at the hourly rate agreed and not subject to a discount. Payment is required within 7 days upon receipt of invoice. Interest at 2% pa above the Bank of England base rate will be charged upon any balance due which remains unpaid 7 days after invoice.
- (4) Any expenses necessary in order to carry out the task for you will be added onto your invoice i.e. postage, dry cleaning, food shopping costs etc (this list is not exhaustive). Any expenses above £30 will have to be provided as a float by you, either by cash or cheque, one week beforehand in order for us to carry out the tasks for you. This will be agreed on a case by case basis. We will provide all receipts for expenses to you and be liable for any loss of receipts by us.
- (5) Travel time to and from your premises is chargeable at the hourly rate agreed. Travel time for work requiring our presence outside Brighton and Hove will be agreed on a case by case basis.
- (6) Time Boutique offers a free 30 minute consultation for every new client, by appointment only.
- (7) Time Boutique’s offers an out of hours service (includes mornings before 9am, evenings after 6pm and weekends), price on application.
- (8) Time Boutique reserves the right to chase any unpaid or overdue invoices.
- (9) Time Boutique accepts cash, cheque or BACS payment.

### 4. CANCELLATION

- (1) If you wish to cancel, you must notify us in writing within one week of commencement, by post or by email with a clear indication that you wish to cancel.
- (2) You have the right to cancel this agreement in line with clause 4.(1), except where (i) we have performed all or part of our tasks (ii) the supplier has been engaged by us on your behalf.
- (3) If you wish to terminate our appointment as instructed under clause 3.(3), we shall charge you for the tasks we have carried out for you, up to the time we have received notice of cancellation at the hourly rate agreed.
- (4) In the event of you cancelling in line with clause 4.(1), we shall be entitled to recover from you any money paid by us in relation to the services or products which you have requested.
- (5) Time Boutique does not offer any refunds on time bought in advance.
- (6) We reserve the right to cancel this agreement at least 1 week before the intended date of performance, without giving reasons.
- (7) We reserve the right to make a search in relation to your financial status with a credit reference agency who may keep your personal data on file.

# TIME BOUTIQUE

## Terms & Conditions (cont...)

### 5. SERVICES

- (1) Time Boutique acts in accordance with the instructions issued by you and you warrant that every instruction and all information given by you to us shall be accurate, true and correct.
- (2) We accept no liability for any information, material or services provided to you by any third party/organisation. Should you contract or decide to contract with any third party/organisation, the contract will be directly between you and the third party/organisation.
- (3) We accept no liability for any dispute arising from any agreement made between you and any third party/organisation or supplier.
- (4) Any service which requires purchasing tickets or booking places will be subject to the terms and conditions of the operator or supplier. Time Boutique only acts as an introductory agent on behalf of the supplier.
- (5) When you use our services, you authorise us to debit your payment card for deposit purposes.
- (6) (i) We shall not be held liable for any amount forfeited as a result of you cancelling the booking i.e. restaurant/hotel booking. (ii) You will be held responsible for any charges made by a third party in respect of you cancelling your booking/appointment.
- (7) We shall not be liable to you if any document purchased by us for you (e.g. theatre/festival tickets) is subsequently found not genuine or if it is not accepted by another party. However, we will endeavour to make sure that everything is bona fide.
- (8) When purchasing tickets for you, all sales are final, no refunds or cancellations are issued after you have purchased your tickets. In the event of the event being cancelled, Time Boutique will not be held responsible for loss of money.
- (9) We shall not be liable for any products or services that we purchase for you that are not up to your standards i.e. groceries/clothes (this list is not exhaustive) however we will endeavour to source the highest quality products possible for your budget at all times.
- (10) Any charges that we tender for the services to any supplier will be on the basis that we do so on your behalf and that you refund payment to us upon demand, unless you have provided the necessary funds beforehand.
- (11) We shall not be liable if we do not perform our tasks, or the services are not performed by a third party for reasons beyond our control i.e. weather.
- (12) We reserve the right to refuse any request which we feel inappropriate.

6. Trading Status: Kate Cowling acts as a Sole Trader in the name of Time Boutique.

7. We reserve the right to make changes to our Terms and Conditions without prior notice.

8. If you want to complain about a supplier or third party, please notify the supplier directly. However, we would require an informal notification.