Terms and Conditions

General Terms and Conditions for the Supply of Services.

NE Solutions Pty Ltd (ABN 99 166 556 903) provides its services on the following terms and conditions.

1 THE MEANING OF WORDS USED IN THESE TERMS AND CONDITIONS

"**we**", "**us**" or "**our**" is a reference to NE Solutions Pty Ltd (ABN 99 166 556 903).

"**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.

"**Service Order Form**" means the Scope of Services Agreement which is the legally binding contract between You and Us.

"**Charging Period**" means, where we charge on a time basis, the charging period applicable for the purposes of calculating our charges, as specified on the order form (e.g., 15min, 1h).

"**Senior Move Management Solutions**" means lifestyle change services including but not limited to transitioning to Aged Care Facility, Independent Living or retirement village. Where services could include downsizing, de-accumulating/decluttering, Aged Care Placement, consultation, and training.

"**Speciality Move Management Solutions**" means lifestyle change services including but not limited to deceased estate assistance, international/interstate moves, hoarder disorder, downsizing, de-accumulating, decluttering, divorce/relocation assistance, special bespoke moves, consultation and training

"**Lifestyle Concierge Solutions**" means lifestyle management personal services including but not limited to project management, handling personal administration, online administration assistance, filing/documentation, personal errands, property services, emergencies, Enduring Power of Attorney and/or Enduring Power of Guardian services.

"**Clean Solutions**" means cleaning services including but not limited to vacate, pre-sale, deep cleans, spring cleans, specialised cleans, pressure washes, window cleaning and carpet & tile cleaning.

"**Sales on Trust**" means any unwanted, excess, unused items that client wishes for ne: pre-owned to sell on their behalf.

"**Materials**" means any materials, goods, parts, items, or trade services that must be purchased or engaged to perform the Services.

"**Premises**" means, where relevant, the place, location, property where we will provide the Services specified in the Service Order Form or as otherwise agreed.

"**Services**" means the services (as is relevant) we will provide to you in connection with your requirements under the solutions Senior & Specialty Move Management, Lifestyle Concierge, Cleane and Sales on Trust. The precise services we will be providing to you will be specified in the Service Order Form and/or Estimate and as we agree from time to time.

2 ENTERING INTO A LEGALLY BINDING CONTRACT

2.1 A contract between you and us will come into being:

(a) where you sign the Scope of Service Agreement and you enter into a legally binding contract with us on the date you sign.
(b) where you agree with us verbally, via email or via text message that we should provide the Services, you enter into a legally binding contract with us on the date of our agreement.
(c) where we have been engaged by your Home Health Care Provider.

2.2 If you agree with us verbally or via text message, we may confirm certain particulars of your contract with us via email.

2.3 We suggest that before you sign the order form or otherwise agree to us providing Services that you read through these Terms and Conditions. If you have any questions concerning them, please ask us. You should keep a copy of these terms and conditions for your records.

3 PROVIDING THE SERVICES

3.1 Once you have entered into a legally binding contract with us, we will normally start providing the services to you at the Premises on the date specified for commencement of the Services in the Service Order Form 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.

3.2 Our aim is to always provide you with the Services using reasonable care and skill and in compliance with any relevant and applicable laws and regulations in force at the time we carry out the Services.

4 TIME AND PLACE FOR PROVISION OF SERVICES

4.1 Unless we agree otherwise, we will provide the Services on normal working days and start work no earlier than 6am and finish work no later than 6pm.

4.2 A normal working day for us means Mondays to Fridays, excluding any public or other holidays in Western Australia. Although we may be able to provide Services at any other times by agreement and subject to applicable penalty charges.

4.3 The performance of some of the Services may take place away from the Premises. We may only be able to carry out some of the activities in performing the Services when you are present.

4.4 All correspondence/communication/phone calls received outside of normal working days/hours may only be responded to by the next business day.

5 MATERIALS

5.1 At the time we perform the Services we may not have all the Materials we need to perform the Services. In such cases we may need to purchase Materials. If the Materials we require are not available from a local supplier, we may need to order the Materials and return on another occasion to continue to perform the Services.

5.2 Unless otherwise agreed, all materials, equipment, documents, and other property of the supplier used in providing the Services are our exclusive property unless payment has been direct by you.

6 TIMING

Our responsibility to perform the Services by particular dates.

6.1 We aim to carry out the Services by the dates and times specified in the order form or as otherwise notified 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 (or of any individual part of the Services) by a specified date or time.

What if we cannot start or complete performing the Services

6.2 If we do not start or complete performing the Services within a reasonable period from the date(s) agreed or notified, then you may choose to either continue to wait until we can start performing the Services or complete performing them or you can terminate the contract.

6.3 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.

6.4 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 a 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 14 days of the termination.

Situations or events outside our reasonable control

6.5 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.

6.6 The following are 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);
(b) where you make a Change of Scope in the Services you wish us to perform;
(c) where we have to wait for other providers of services (who have been engaged by you or us) 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 been readied by you as agreed in order for us to perform the Services; or
(f) some other unforeseen or unavoidable event occurs, or situation arises which is beyond our control.

6.7 If we are prevented from performing the Services for a period of time exceeding 1 month, you may choose to either:

(a) continue to wait until we can start or recommence performing the Services.

If you are required to make any payments during this period (e.g., if you pay 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

(b) 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 14 days of termination.

7 RESCHEDULE or CANCELLATION FOR SESSION

7.1 If you are willing to keep appointments and reschedule for a later date, 24 hours' notice must be given to us to avoid additional fees.

7.2 If 24 hours' notice is not confirmed as received by us, a cancellation fee of min. 2 hours will apply for the missed session

8 PRICE, ESTIMATES AND PAYMENT

Our charges for Lifestyle Management Concierge Solution and Enduring Power of Attorney

8.1 We normally charge for our Lifestyle Concierge Solution and Enduring Power of Attorney on a time basis. We charge for each Charging Period we spend in providing our Services. Our rates, including GST, for performing the Services and Materials, and the applicable Charging Periods are set out in the Service Order Form.

Our charges for Senior & Specialty Move Management Solutions

8.2 We normally charge for our Senior & Specialty Move Solution Services on an hourly or part thereof basis. An estimate of charges for providing these Senior & Specialty Move Management Services is part of the Service Order Form and Journey Plan Estimate.

Our charges based on an estimate.

8.3 If we provide you with an estimate then, subject to paragraphs 8.4 and 8.5 below, we will charge you the amount stated in the estimate rather than a charge based on the time taken in performing the Services specified in the relevant estimate. We only provide estimates and not quotations or binding indications of how much we will charge. Estimates are valid for a period of 14 days from the date they are given.

8.4 Where we provide you with an estimate of charges for providing the Services, 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 was 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 involved is different to what was agreed before we started.

8.5 Where the amount of work involved is greater than that agreed before we started performing the Services, then the following will happen:

(a) Upon 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 25% of the amount stated in the estimate, then we will carry on providing and completing the Services without contacting you and obtaining your agreement; or
(b) otherwise, we will not continue performing the Services and will seek your approval for the Change of Scope of service and/or the extra amount that you will need to pay, unless it is not possible to contact you within a reasonable time or it is not safe not to continue performing the Services.

Charges for 3rd Party Services/Materials:

8.6 Payment of 3rd party services/materials can be either by:

(a) Consolidated Vendor Billing – means we handle all vendor/materials payments upfront, provide you with a single invoice for all materials undertaken and includes a management fee covering co-ordination, scheduling, quality oversight and we hold the financial cost.
(b) Segregated Vendor Billing – refers to a billing arrangement whereby all vendors and suppliers of materials issue their invoices directly to you for payment in accordance with their individual payment terms. This arrangement expressly excludes our management fee. In the interest of preserving our professional relationships with preferred vendors, failure on your part to make payment to any such vendor within their stipulated payment terms shall constitute a breach of this arrangement. In such circumstances, clause 8.6(a) shall apply, and you shall become liable to us for the full amount due to the vendor and our management fee.

Our Charges for Travel Time

8.7 In circumstances where the performance of our services necessitates travel to regional locations or to premises beyond the primary service address, travel costs shall be charged as follows:

(a) A fixed travel fee as specified in the applicable Journey Plan Estimate; or
(b) Where no fixed fee has been stipulated, a variable travel fee calculated at the rate of $2.50 per kilometre travelled beyond the first 10 kilometres for each individual service engagement.

Payment for Our Services and Materials:

8.8 Payment for our Services and the Materials is normally made in two ways, either:

(a) at the time we finish performing the Services/Session; or
(b) in a number of staged payments, often involving:

(i) the payment of a deposit of 25% to 50% before we commence performing the Services; and
(ii) the payment of the remaining amount we will be charging you either on completion of the Services or in a number of fixed payments paid at regular periods (e.g., every week, fortnight).

8.9 Which option we will use will be indicated on the Service Order Form. Where a deposit is required, we reserve the right to not perform the Services until the deposit is received by us.

8.10 Unless otherwise indicated on the relevant order form or invoice, payment is due and payable within 7 days of invoice.

8.11 Funds received from Sale on Trust items, prior to completion of the services and the final invoice being issued, will be credited as partial or complete payment.

GST

8.12 Unless expressly agreed otherwise in writing, all amounts stated (including any estimates, whether given orally or in writing) are exclusive of amounts in respect of GST. Where any taxable supply for GST purposes is made by us to you, under this contract, you must (on receipt of a valid GST invoice from us) pay to us such additional amounts in respect of GST as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services. Terms used in this paragraph which are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning as in that Act.

If you do not pay when required

8.13 If you fail to make payment by the due date we may:

(a) charge you a $5 admin fee and interest (at NAB Bank's base interest rate plus 4%) on any outstanding amounts from and including the day they become due until the day payment is made; and/or
(b) if there remains some Services which we have not yet performed, then we may suspend performing the remaining Services until you make payment.
(c) use Sales on Trust funds we have received for partial or complete payment

8.14 You must not refuse to pay any amount owing to us where there is only a minor or inconsequential defect or error in the performance of the Services.

9 EXCLUSION AND LIMITATION OF LIABILITY

Your attention is particularly drawn to this clause.

9.1 We will not be involved in the fulfilment of any request involving the use of illegal channels, requests deemed as immoral and/or unethical (e.g., invasion of privacy) or requests which contravene any applicable laws. Any fraudulent act, forgery, false or misleading information provided by you will automatically end all our obligations to provide you with the Services.

9.2 If you are a consumer, as defined in the Competition and Consumer Act 2010 (Cth), this contract will include certain terms and conditions implied by law. You should not interpret anything in this contract as excluding, restricting or modifying any terms or conditions which are implied by law except to the extent provided under clause 8.3 below.

9.3 To the greatest extent allowable at law, we:

(a) make no express or implied warranty or representation in connection with the Services, including with respect to the type, quality, standard or fitness for any purpose;
(b) are not liable for any loss you suffer (including consequential loss, loss of opportunity or loss of profits) arising in connection with the Services, including failure to provide the Services (or part thereof) or the loss, theft or destruction of associated goods or Materials;
(c) are not liable for any loss you suffer (including consequential loss, loss of opportunity or loss of profits) in connection with negligence or our breaching a term, warranty, or condition in relation to the Services.

9.4 Where we are liable for a breach of the contract, then our liability will exclude any indirect or consequential loss (including loss of opportunity or loss of profits) you may suffer. Our liability is limited to supplying the service again or payment of the cost of having the service supplied again. Our failure to enforce a term of the contract does not mean we waive that term.

10 INTELLECTUAL PROPERTY RIGHTS

10.1 All intellectual property rights in or arising out of or in connection with the Services shall be owned by us.

10.2 You acknowledge that, in respect of any third-party intellectual property rights, your use of any such intellectual property rights is conditional on us obtaining a written licence from the relevant licensor on such terms as will entitle us to license such rights to you.

11 CONFIDENTIALITY

11.1 For the purposes of this clause 11 "Confidential Information" means any information (in whatever form) or documentation of a confidential nature (or which the recipient party or its personnel ought to reasonably expect to be confidential) that relates to the business, affairs or activities of the other party.

11.2 Each party must keep confidential all Confidential Information with respect to the other party, and must not disclose or permit the disclosure of such information to any other person, except where:

(a) the other party has consented to the disclosure;
(b) the disclosure is made on a confidential basis to an employee, subcontractor, agent, or representative who needs it for the purposes of the contract;
(c) the disclosure is made on a confidential basis to a professional adviser in order for it to provide advice in relation to matters arising under or in connection with the agreement;
(d) required by law or regulation or the listing rules of any recognised stock exchange; or
(e) the information is already in the public domain, other than as a result of a wrongful act by the party seeking to disclose the information.

12 PRIVACY

12.1 We may collect personal information about you and other persons and use this information for the purposes of providing the Services to you in accordance with our Privacy Policy. A copy of our current Privacy Policy is available.

12.2 You agree that we may transfer personal information to overseas recipients including third party services providers to whom we outsource certain functions. If we transfer personal information to overseas recipients, we will only do so in accordance with our obligations under the Privacy Act 1988
(Cth).

12.3 It may be necessary to disclose your personal information to other individuals or organisations in connection with the contract. The types of individuals and organisations to whom we may disclose your personal information include organisations that provide products or services used by us in providing the Services and companies and contractors who we retain to provide services for us, such as information and infrastructure systems, IT contractors, storage facilities, lawyers, accountants and auditors, who will need to have access to your personal information to provide those services.

12.4 If you do not provide us with some or all of the personal information we request from you, we may not be able to provide the Services which you have asked us to provide.

12.5 If you provide us with personal information collected from other individuals, you warrant to us that that information is correct, has been collected in accordance with the applicable privacy legislation and that we are authorised to receive that information and use it for the purposes of providing Services.

12.6 In the course of the contract, we may disclose to you, personal information about other individuals. If this occurs, you agree that you will use, disclose, handle, store and transfer that information strictly in accordance with the Privacy Act 1988.

13 TERMINATION OF CONTRACT BY YOU

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

13.2 If the contract is for a term of 12 months or more, you may terminate the contract by giving us no less than 60 days' notice in writing.

13.3 If we agree to terminate the contract or you give a termination notice under clause 12.2, 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 is terminated). Any Materials we have purchased (but not used) will be delivered to you.

13.4 In the circumstances stated in paragraph 13.3 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 invoice you for the amount in excess of the deposit.

13.5 If you:

(a) purport to terminate the contract; or
(b) 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 rescinding the contract, we do not have to accept your termination or rescission of the contract except as provided for in this contract. However, we may choose to accept your 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.

14 CHANGES TO CONTRACT TERMS

We will have the right to amend these terms and conditions at any time without your consent. Where we are making any changes, we will give you 14 days' prior notice.

15 LAW AND JURISDICTION

The contract takes effect, is governed by, and shall be construed in accordance with the laws from time to time in force in Western Australia. You agree to submit to the non-exclusive jurisdiction of the courts of Western Australia.

16 COMMUNICATING WITH US

16.1 You can always telephone (our contact numbers are 1800 637 658 or +61 8 6555 7785). However, for important matters we suggest that you send any communications by post or email to the following

Marked to the attention of Jay Shaw:
Address: 9/108 Welshpool Rd, Welshpool WA 6106
Email: connect@nesolutions.com.au

16.2 If we wish to send you a letter or notice, we will use the address you have given in the order form.