

# *Client Acknowledgment*



## **Terms and Conditions, Privacy Policy**

### **1. Interpretation and General Conditions**

1. In these conditions: "Client" the person, firm, company or organization for whom FSS has agreed to provide the Services in accordance with these conditions; "FSS" Four Star Service by Sean (Four Star Concierge Service, LLC); "Contract" the Contract for the provision of Services which shall be governed by these conditions; "Services" means the Services to be provided by FSS to or for the Client; "Charge" means the Charge payable by the Client to FSS as notified by FSS from time to time.
2. FSS shall be entitled to alter and vary these conditions from time to time on reasonable written notice to the Client without any liability to the Client.
3. FSS's normal hours are 7:00am - 7:00pm Monday to Friday. Where FSS is required to provide Services outside these hours FSS shall be entitled to Charge for its Services at a higher hourly rate, as the same shall be notified to the Client in writing from time to time. Outside normal hours, the Client may reach a FSS consultant by telephone, fax or email as notified from time to time. FSS will respond to all messages left by the Client as soon as possible.
4. The Client may provide FSS with a password for identity verification. Both FSS and the Client will keep any such password confidential.
5. Telephone calls between FSS and the Client may be recorded and monitored from time to time for training and quality purposes.

### **2. Supply of the Services**

1. FSS shall provide the Services to the Client subject to these Conditions or such other conditions as may be agreed in writing between FSS and the Client
2. The service permits the Client to request from FSS any information or suggestions in relation to any personal needs or desires of the Client (including events, activities, venues, goods and Services). FSS reserves the right to refuse to supply Services if, in the opinion of FSS, the Services are to be used by the Client for any immoral or unlawful purpose. FSS's information and suggestions will be based upon the specific criteria provided to FSS by the Client.

\_\_\_\_\_ Initials

3. FSS shall inform the Client from time to time of the type and nature of requests with which FSS are accustomed to or capable of dealing but shall not be liable to the Client in the event that a request made of FSS is not capable of fulfillment by them.
4. FSS shall, within an agreed reasonable period of time, use all its reasonable endeavors to provide information and suggestions in response to the Clients requests. If FSS is unable to deal with any requests, it will inform the Client as soon as reasonably possible.
5. FSS shall, if requested by the Client, use its reasonable endeavors to issue reminders for key events from time to time, issued at an agreed time prior to such event.

### **3. Charges**

1. Subject to any special terms agreed, the Client shall pay FSS the Charge and any additional sums agreed between FSS and the Client for the provision of the Services. Charges for additional services or reimbursements of third party expenses due FSS from Client may be paid from the Clients advance/prepaid "Concierge Deposit Account" or invoiced for payment under the terms outlined in section 3.6
2. FSS shall be entitled to vary the Charge from time to time on written notice to the Client.
3. FSS shall be entitled to invoice the Client immediately upon receipt of written acceptance of these conditions or at other times agreed with the Client.
4. All payments made to FSS Via Credit Card Transactions are liable to a 3% handling charge. This handling charge of 3% is added to the total sum owing to FSS by the Client.
5. All quotations given and charges mentioned will be exclusive to the parties unless otherwise stated.
6. The Charge and any additional sum due shall be paid by the Client (without any adjustment, counterclaim or other deduction) in advance or within Ten (10) days of FSS's invoice date.
7. A late payment penalty of 5% of the total invoiced charge will be payable to FSS should payments not be received by FSS within 14 days after the due date billed.

### **4. Client's Responsibilities**

1. Services provided by FSS are provided expressly for the Clients and the Clients shall not use the Services for any improper, immoral, unlawful or any other purpose other than that for which the Client informs FSS at the time of the initial request.
2. The Client shall immediately inform FSS of the identity of any third party with whom the Client enters into a Contract or arrangement for sale of goods or supply of Services which result in the provision of Services by FSS and FSS shall be entitled to decline to provide such Services to such party without providing any reason.

3. If the Client should request that FSS use the Clients credit card and /or other credit facilities for the purpose of rendering Services, the Client shall, promptly and upon request, provide written confirmation of it's authorization (in such form as FSS shall request) for FSS to use any such credit facility. The Client acknowledges and agrees that FSS shall have no liability or be responsible in any way whatsoever in respect of the use of the Clients credit card and /or other credit card facilities provided that FSS acts in accordance with the instructions issued by the Client in relation thereto.

#### **5. Termination**

1. When the Client has entered into an agreement of duration longer than one calendar month, FSS and the Client shall be entitled to terminate the Contract for the provision of all or any of the Services on 30 days written notice to the other.
2. Without prejudice to any other accrued rights and remedies available, FSS shall have the right to terminate the Contract for the provision of all or any of the Services forthwith upon written notice if:
  1. The Client commits a serious breach of these conditions or, in the case of a breach capable of remedy, fails to remedy such breach within 7 days of written notice from FSS to so remedy; or
  2. The Client goes bankrupt or turns insolvent or makes voluntary arrangement with any of its creditors or has an order made against any of its effects or property.
3. On termination for any reason whatever, the Client shall immediately make payment to FSS of all and any sums outstanding and owing to FSS under these conditions (including the Charge or any outstanding balance) and FSS shall provide information and suggestions in response to all outstanding requests made by the Client prior to termination.
4. On termination of the Contract pursuant to clauses 5.1 and 5.2 above, the Client shall not be entitled to refund of the Charge.

#### **6. Liability**

1. FSS shall not be liable for any loss, cost, expense or damage of any nature whatever (whether direct or indirect) resulting from the provision of the Services or the Client's reliance upon the information and suggestions provided by FSS hereunder and the resulting supply of goods and Services to the Client by any third party.
2. FSS warrants to the Client that FSS shall use all of its reasonable endeavors to provide the Services using reasonable care and skill and, as far as reasonably possible, in accordance with the Clients requests and instructions form time to time. Where FSS supply the Client with any goods or Services supplied by a third party, FSS does not give any warranty, guarantee, representation or other terms as to the quality, fitness for purpose or otherwise of the goods or Services and the Client shall be required to seek compensation for any loss or damage suffered from such

third party direct. For the avoidance of doubt FSS does not and will not provide any representations or recommendations in relation to any of the information and suggestions comprised within the Services and the Client is deemed to be responsible for, and shall use its own skill and judgment as to the quality, value and suitability of any such information and suggestions and in relation to deciding whether to enter into any Contract with any third party for the supply of Services or sale of goods.

3. FSS shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from requests or instructions supplied by the Client which are incomplete, incorrect or inaccurate or arising from their late arrival or non arrival, or any other fault of the Client.
4. FSS shall not be liable or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure, any of FSSs obligations in relation to the Services, if the delay or failure was due to any cause beyond FSSs reasonable control.
5. Subject to the provisions of this clause 6, FSSs maximum liability to the Client for breach of any of its obligations hereunder shall be limited to the value of the Charge (provided that the Charge has at such time been paid by the Client in full).

#### **7. Disclosure of Private Information**

1. All information received by FSS in relation to the Client shall remain confidential and, except as may be required by law, FSS shall not, without the Client's prior written consent, disclose or divulge to any third party any information of any nature whatsoever in relation to the Client. Information collected from the Client is used solely for the completion and coordination of Services, and under no circumstances will be sold or referred intentionally to other sources.
2. Unless FSS receives notice from the Client to the contrary, FSS shall from time to time provide to the Client (by mail, telephone or email) such information in relation to the Services that FSS considers may be of interest to the Client.

#### **8. General**

1. These conditions (together with any other terms and conditions agreed in writing between FSS and the Clients from time to time) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except on notice from FSS. All other terms and conditions express or implied by a statute or otherwise are excluded to the fullest extents permitted by Law.
2. 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 at it's registered office or principal place of business or residential address (as the case may be) or such other address as may at the relevant time have been notified pursuant to the provision to the party giving notice. Any

notice may be sent by first class mail facsimile transmission or email and notice shall be deemed to have been served on the expiration of 72 hours in the case of U.S. Mail or at the time of transmission in the case of facsimile or email transmission.

3. No failure or delay by FSS in exercising any of it's rights under the Contract shall be deemed to be a waiver of that right, and no waiver by FSS of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.
4. If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in parts, the validity of the other provisions of these conditions will still stand.
5. These conditions and the Contract to which they relate shall be governed and construed in accordance with State of Texas Law and the parties shall submit to the exclusivity jurisdiction of the State of Texas Courts.

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Date

\_\_\_\_\_

Client Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Mailing Address

\_\_\_\_\_

City, State, Zip Code

\_\_\_\_\_

Telephone Number

\_\_\_\_\_

Fax Number (optional)

\_\_\_\_\_

Email Address (optional)

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