

## Terms and conditions

Valid as of November 2009

The following terms and conditions (T&C) govern all use of Multiplicity services. They regulate all relations between Multiplicity, its clients and third parties unless expressly stated in written. The current version of these T&C is published on the website [www.multiplicity.ch](http://www.multiplicity.ch).

Multiplicity offers and develops services as described on its website and in marketing material in accordance with the following terms and conditions.

Multiplicity shall be entitled to alter and vary these conditions from time to time with due notification to its clients.

Multiplicity retains the right to refuse any business it feels is unsafe and unsuitable for its employees as well as illegal or unethical.

Multiplicity shall within an agreed reasonable period of time use all its reasonable endeavours to provide information and suggestions in response to the clients requests. If Multiplicity is unable to deal with any requests, it will inform the client as soon as reasonably possible.

The clients will not contract directly or through an intermediary any employee of Multiplicity without Multiplicity's prior written consent.

Multiplicity services do not include domestic or childcare services but Multiplicity can arrange or supervise these services if required.

### Hours of operation

Multiplicity's normal hours of business are from 08.00 to 20.00 Monday to Saturday. Where Multiplicity is required to provide services outside of these hours, Multiplicity shall be entitled to add a surcharge to its normal rates as below:

- Monday to Saturday from 20.00 to 22.00 additional 20%
- Monday to Saturday from 22.00 to 08.00 additional 30 %
- Sunday all day additional 40%
- Public Holidays all day additional 40%

### Area of operation

Multiplicity operates within the Canton of Geneva in two geographical regions as described on its website. Additional charges apply to the second geographical zone of CHF 20.-. Services outside the normal operation area will be considered and priced on a case by case basis.

### Membership

Multiplicity offers a membership to clients for a yearly fee (rates are published on the website) which entitles the clients to member rates for the services ordered by Multiplicity.

### Charges

Multiplicity shall be entitled to vary the charges as published on its website from time to time. However the charges applicable will be the ones at the times of the confirmation of the service.

There is a minimum of an hourly charge then charging is in 30 minutes increments. Estimates will be given for special jobs.

Services provided are to be paid for by either cash or banking deposit at the time of completion or with prior agreement within 7 days. Multiplicity reserves the right to charge a deposit of 10%, which is non-refundable if the requested service is cancelled within 12 hours. A late payment penalty of 15% of the total invoiced will be payable to Multiplicity should payment not be received within 14 days after the invoice due date.

Multiplicity will provide receipts for all additional charges (such as dry-cleaning, groceries, tickets) and an itemised invoice. If goods are to be acquired or a deposit is required, these need to be paid for by the client. A budget will be agreed with the client prior to executing the service.

#### **Lead-time**

Multiplicity prefers 24 hours notice for jobs however we will endeavour to meet last minute requests where possible and a premium can be charged on urgent jobs on top of the normal service rates.

#### **Third-parties**

Multiplicity retains the right to contract third parties to satisfy its clients requests.

#### **Pet services**

For pet services, Multiplicity reserves the right to have a pet treated for reason of sickness or accident by the pet's regular veterinarian where possible. In such cases, Multiplicity will do its utmost to inform the clients in advance. In case Multiplicity is unable to reach the clients, the clients authorise Multiplicity to take all necessary emergency measures for the good of the pet without advance notice to the clients. The veterinarian charges and any additional related costs will be at the charge of the clients who will reimburse Multiplicity.

#### **Liability**

Multiplicity will not be liable for any loss, disappointment, cost, expenses or damage of any nature (whether direct or indirect) or as a result of goods and services provided by any third party. Multiplicity will deliver professional services at all times.

#### **Insurance**

Multiplicity is covered by professional civil responsibility insurance.

#### **Confidentiality**

All information received by Multiplicity in relation to the Client shall remain confidential and, except as may be required by law, Multiplicity shall not, without the Client's prior written consent, disclose or divulge it to any third party.

#### **Copyright**

The content appearing on the site is displayed for personal non-commercial use only. All software used on the site and all content included on the site (including without limitation site design text graphics audio and video the selection and arrangement thereof and the underlying source code) is Multiplicity's property or that of its suppliers and is protected by international copyright laws.

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The site may from time to time include links to third party internet websites which are controlled and maintained by others. These links are included solely for your convenience and do not constitute any endorsement by Multiplicity of the websites linked or referred to nor does Multiplicity have any control over the content of any such websites

These conditions shall be governed and construed in accordance with Swiss Law and the parties shall submit to the exclusive jurisdiction of the Geneva courts.