



Lifestyle Companions

ENJOY A JOURNEY • EVENTS • LIFE

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General Notes for Terms and Conditions

- A. For the terminology in our Terms and Conditions the words “We, us, our,” are used in context to identify Lifestyle Companions Limited, also known as Lifestyle Companions.
- B. The words “You, Your” refers to you as a member or client, or a person acting on your behalf for using our services including for the purposes of booking online on your behalf, or if a parent caregiver, using our services for a dependent child/children.
- C. Your interest in becoming a member or client of Lifestyle Companions Limited, we believe is a wise step in maintaining your independence and we appreciate your trust in our services.
- D. We operate the Lifestyle Companions platform, located at www.lifestylecompanions.nz
- E. Details of most of our services are on our website platform.
- F. Please be assured that we are following all up-to-date Government legislation regarding Covid-19 transport operator’s requirements. A valid Vaccine Pass or exemption may be required at destinations or events. No refunds will be given if a valid Vaccine Pass or exemption is not carried on the day of travel, and consequent entry may be refused. Face Masks are required to be worn in our vehicles unless a valid exemption is held.

- G. Lifestyle Companions Limited is a NZ owned company, and is based in Canterbury, NZ.
- H. Please read our Client Terms and Conditions set out below.
- I. We like to know what you think of our services and staff, so we encourage any comments, compliments, risk identifiers, and any dissatisfaction experienced, however small.
- J. We understand that our clients and staff are our best ambassadors to encourage others to build our community of membership, so that as we grow bigger, we can then offer more options for journeys and events. We also encourage clients to contact us to suggest events or destinations that they have heard about and want to go to.

Terms and Conditions

1. Acceptance of these terms and conditions

- 1.1. These terms and conditions apply to all users of Lifestyle Companions Limited and all services available through our website. By booking our services, or becoming a member or client of our business, you are deemed to accept these terms and conditions without qualification.
- 1.2. Whilst Lifestyle Companions endeavours to employ our own drivers, there will be at times, Independent Contractors as Drivers, (all police vetted) and sometimes this may mean our services will be provided in vehicles which we do not own.
 - 1.2.1. These same Terms and Conditions apply between you and us, and in the case of Independent Contractors, between you and them.
- 1.3. If you do not agree to be bound by these terms and conditions, you must stop using Lifestyle Companions.

2. Amendments to Terms and Conditions

- 2.1. As Lifestyle Companions operates in a changing regulatory environment, we may amend these terms and conditions from time to time. Unless otherwise stated, amendments will take effect immediately upon posting the amended terms and conditions on our website. It is your responsibility to ensure that you are familiar with the latest terms and conditions. When you

continue to use the services, you are by your conduct, bound by the terms and conditions as amended.

3. Our Services

- 3.1. We provide the www.lifestylecompanions.nz website, which includes two third party calendar providers, where you can book available services, journeys, events and activities from our listed options. We aim to always provide you with high quality experiences in a caring and safe environment. For those clients not able to access our website to book, we accept phone and email bookings.
- 3.2. Unfortunately, we are not able to accept Total Mobility Vouchers or Cards, and we are not an ACC provider for getting to or from appointments at this stage. We do provide a companion driving service for individuals or small groups that require this type of service for clients who are mobile enough to use our services.
- 3.3. Our services include offering member and casual registered clients friendly shared event and destination journey van and car options around Christchurch, its surrounding areas, and occasionally further afield e.g., Akaroa, Hanmer Springs, Arthurs Pass and even Mystery Journey Destinations and Events. We also offer exclusive use of a car for you if you prefer, where the driver stays and assists if needed. Instant bookings are facilitated from our colourful events and booking calendar or phone and email bookings are taken if preferred. Member vouchers enable peace of mind that you, or a time challenged family member can conveniently book online, several journeys, events, and life appointment transport on your behalf.

4. Membership Terms

- 4.1. Members are Clients who register as a Member and meet membership requirements for Lifestyle Companions services.
 - 4.1.1. We provide you with the services outlined in your chosen membership type.
 - 4.1.2. We provide you with access to our membership platform. You can use this platform to organise the services you need.

- 4.1.3. Members need to take a minimum of two journeys a month, so we can utilise our vehicles and staff throughout the year, therefore ultimately leading to more journeys being offered each year.
- 4.2. Non-members are clients who make use of our services on a casual and irregular basis.

5. Courtesy and Respect

- 5.1. Your enjoyment of our services is important to us, and we need you to respect other people's opinions, and not be discriminatory. Courtesy and politeness are expected in interactions between clients, and also between staff and clients.
- 5.2. We reserve the right to decline a booking if in our sole opinion we believe that accepting the booking may impact on other clients and staff safety or enjoyment of the service.

6. Safety

- 6.1. Your safety and the safety of our staff is important. This means:
 - 6.1.1. We can only offer our services to fully independent and mobile clients at this stage.
 - 6.1.2. It is up to you to decide if you are regularly mobile enough to be able to get in and out of a high roof van (two steps plus a portable step), potentially multiple times during a day trip.
 - 6.1.3. For companion driving, and smaller groups (up to approximately three clients), there will be a comfortable sedan car available.
 - 6.1.4. You are responsible for ensuring that you carry with you all your personal necessities when leaving home on a journey or service with Lifestyle Companions. It is strongly recommended that you have a charged cell phone with you to enable contact with your driver when on outings. Your cell phone number, and an emergency contact number must be registered with Lifestyle

Companions and any changes advised so that Lifestyle Companions can maintain up to date records for you, for use in the case of any incidents or emergencies.

- 6.1.5. You must also have all the current necessary digital or paper documentation and photo I.D. (e.g., for contact tracing and vaccination pass) and Personal Protection Equipment (PPE), e.g., face masks, to meet any current government regulations for your journey, event or destination.
- 6.1.6. It is your responsibility to comply with any health, safety or infection control instructions and precautions, given on our website, or from any of our staff whilst using our services.
- 6.1.7. You will comply with instructions and signs about health, safety and hygiene in our Lifestyle Companions vehicles and at any destinations, venues, or activities that we transport you to. All current government rules and regulations must be strictly adhered to.
- 6.1.8. All our own vehicles have First Aid Kits. If we provide any services within your living situation, it must be safe for our staff or contractors to be able to work safely.
- 6.1.9. Your safety and our safety are also about everyone using common sense of a reasonable person in identifying and notifying any potential risks within our provision of services. It is our responsibility to assess any risks of providing our services and to minimize risk to both clients and staff.
- 6.1.10. If you know of any safety hazards at your living situation you must inform us when registering as a client, or before we access your property, whether at pick up times, or drop off times. For example, the presence of any dogs and their temperament towards visitors.
- 6.1.11. You must inform us about any decline in your mobility and any other relevant change in health status.

- 6.1.12. You must take reasonable action to prevent any injuries or harm to Lifestyle Companions staff and clients.

7. Information you Provide us

- 7.1. Any information you provide via online, phone, email or in person needs to be accurate and complete. You, or someone booking/phoning on your behalf, will provide us with any potentially relevant information, regarding your independence both mentally and physically.
- 7.2. Examples of relevant information are any allergies, any medical conditions which may be exacerbated, or need urgent medical attention whilst using our services.
- 7.3. Up to date contact information for yourself and a support person such as next of kin will be supplied by you.
- 7.4. Any changes relating to information which we already have, must be notified to us before you use our services again.

8. Payment

- 8.1. Members
 - 8.1.1. Your account must always remain in credit by the due amount by the due date, with due payment being received by us before you undertake any further services.
 - 8.1.2. The due date is by the earlier of five (5) business days after purchase (including vouchers and gift vouchers) or five (5) business days in advance of the date of your first journey or service contained in the booking.
 - 8.1.3. If you fail to pay the due amount by the due date, we may cancel your booking or voucher at any time after the due date, with no refund.
 - 8.1.4. If a current Member's annual or seasonal credit, or voucher credit has been depleted, you can purchase additional services at member prices. To maintain

membership, you can purchase a further seasonal or annual voucher. Alternatively, you can purchase individual journeys to be taken by the expiry date of your current depleted voucher. Current Members can rollover credit into a consecutive seasonal or annual voucher.

- 8.1.5. Please contact us if you are having difficulties meeting these payments.
- 8.2. Non-Members are Clients who have registered with Lifestyle Companions but use our services or journeys on an irregular basis.
- 8.3. We will provide you with detailed invoices for services you have booked. Our invoices will be inclusive of GST and become receipts when paid.
- 8.4. There is a choice of payment options including:
 - 8.4.1. Internet Banking; and
 - 8.4.2. Online credit/debit payments.
- 8.5. Third party booking platforms attract card convenience fees and are your responsibility if you choose to pay by a card. Currently this is 3% of your overall booking price.
- 8.6. Non-fee attracting payments are accepted into our nominated bank account, shown on our invoices and when booking.
- 8.7. We cover booking fees charged by the booking calendar platforms we use.
- 8.8. We reserve the right to change any fees and prices of our services at any time. Services already booked and paid for will not be subject to any increase of price.
- 8.9. You will be responsible for paying for any extra costs involved if you are not at home or otherwise designated pick-up address for a scheduled pick-up, or any other set location during a journey, or service and you cannot be contacted or located, and this causes delay to the journey, event or service to a significant

degree. This includes arranging for any alternative transport needed for you or other clients on the same journey including any delay for other clients later that day. There may be times when we determine, at our sole discretion, that you may not be responsible for paying extra costs, e.g., in the event of a medical incident, or other circumstance beyond your control.

9. Non-Transferable

- 9.1. Vouchers and services are for the purchaser nominated participant/s only and are not transferable.

10. No Relationship

- 10.1. These terms and conditions will not be deemed to create a partnership, joint venture, agency or employment relationship of any kind between us and you.

11. Entire Agreement

- 11.1. These terms and conditions form the entire agreement between us and you relating to the use of our services.

12. Governing Law

- 12.1. Our services are governed by New Zealand Law.

13. Disclaimer

- 13.1. While we take due care to avoid undesirable outcomes, these cannot always be prevented despite our reasonable efforts.
- 13.2. We do not give any guarantees or warranties, or other representations, other than these Terms and Conditions. We have policies which we strive to adhere to.
- 13.3. When things beyond our control, make us fail or delay us providing our services, we will endeavour to keep you updated, but we are not responsible for any loss suffered by you.

14. Exclusion of Liability

- 14.1. To the fullest extent permitted by law, we exclude:

- 14.1.1. All warranties and representations in relation to the use of our services whether express, implied, statutory, or otherwise; and
- 14.1.2. All liability for any damage, loss, or damage to you, or to your personal effects or property however caused (including direct, indirect, consequential); and
- 14.1.3. All liability from any third parties, including Independent Contractors when they are providing services to you.

15. Indemnity

- 15.1. You will take all necessary action to defend and indemnify us and our officers and employees against all costs, expenses and damages incurred in connection with any claim brought by a third party against us arising from a breach by you and any of these terms and conditions.

16. Privacy

- 16.1. Information we collect from you may include personal information, and you agree to the terms of our [Privacy Policy](#).

17. Cancellation

- 17.1. Cancellation of already booked services:
 - 17.1.1. At the sole discretion of Lifestyle Companions, a credit voucher may be issued as follows:
 - 17.1.1.1. If the booking is cancelled with more than seven (7) calendar days' notice prior to the date of the agreed journey or service, then we will issue a credit voucher for ninety percent (90%) of the booking value.
 - 17.1.1.2. If the booking is cancelled between and including seven (7) calendar days and twenty-four (24) hours prior to the agreed journey or service, then a fifty percent (50%) credit voucher will be issued.

- 17.1.1.3. Where cancellation is given less than twenty-four (24) hours prior to the agreed journey or service, no refund or credit voucher will be available.
 - 17.1.2. We will endeavour to run outdoor based activities and journeys in favourable weather. If the weather forecast is very unfavourable, we will endeavour to contact you in advance of the scheduled booking and offer a credit or postpone the journey to another date. We may offer an alternative journey suitable for more indoor based activities for the original date of booking. If we for any reason need to cancel any booking or service, whenever possible, we will attempt to reschedule, or change the journey's length, destination, or activities for a cancelled or postponed service subject to availability of Lifestyle Companions Drivers and vehicle availability.
 - 17.1.3. If we cancel your booking or service under Clause 17.1.2 we will issue a credit voucher for the full value of the service.
- 17.2. If your cancellation is due to documentable illness, injury or Government Covid-19 restrictions, we will review your cancellation and the issue of any credit voucher on a case-by-case basis, minus any card convenience payment fees already paid by you.
- 17.3. If you have a current Membership but find you cannot use our services anymore due to a change of circumstances, provided you produce adequate documentation to this effect, we will refund your remaining member vouchers on a pro-rata basis, less a reasonable cancellation fee.

18. Suspension and Voucher Extensions

- 18.1. If you have valid documentation as to why you request an extension of voucher expiry dates or want to temporarily suspend using our services, please contact us. Examples of reasons for an extension on expiry dates for member vouchers include e.g., extended overseas holidays, surgery recovery time.

19. Termination

19.1. We have the right to terminate these terms and conditions and cancel or suspend our agreement with you for any reason we deem necessary. You agree that we are not required to provide you with any advanced notice of any suspension or termination of these terms and conditions, and that we are not required to provide you with any advanced notice of termination of our agreement with you, and that we are not liable to you or any other third party for any damages or consequences caused by any such suspension or termination.

20. General

20.1. If at any time we do not enforce any of these terms or conditions or grant you time or other indulgence, we will not be construed as having waived that term or condition or our rights to later enforce that or any other term or condition. Further, if any part or provision of these terms and conditions is deemed to be invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part of provision. The remaining terms and conditions will be binding on the parties.