

# Queuing Terms & Conditions

We've worked hard to make our Queuing Terms and Conditions easy to read. Here's a summary of the main points, we'd encourage you to read the full version that follows.

- Tuipoint provides a queuing and booking platform (the Tuipoint App) that allows you to find businesses and join a live queue or make an advanced booking where applicable. You will pay a fixed deposit to confirm and secure a queue placement with our Partner Services by using the Tuipoint App or the Tuipoint Web App.
- The Partner Services you can buy or book via Tuipoint are sold by our Partners and not by us. We are only responsible for arranging and concluding your booking, and we have been appointed by our Partners to act as their commercial agent to do so.
- When you part-pay for Partner Services using the Tuipoint Stripe Payment Platform, we may collect and receive your payment on behalf of the relevant Partner in our capacity as their commercial agent.

**Charges will appear on your bank statement with TUIPOINT as the reference.**

- The contract for the Partner Services is directly between you and the relevant Partner. We are not liable for the Partner Services you receive from our Partners. However, we'd be keen to know if your experience with a Partner is unsatisfactory. If your Partner Service experience falls significantly below your expectations you can email us at [info@tuipoint.com](mailto:info@tuipoint.com) and we'll see if there's anything we can do to help.
- Tuipoint Queuing includes certain Terms of Use that you agreed to when signing up for your Tuipoint Customer Account
- Tuipoint reserves the right to deactivate a Tuipoint Customer Account in the event of a breach of these Queuing Terms and Conditions and/or where the Customer acts in a way that is inappropriate, abusive or otherwise unacceptable towards a Partner or their staff.
- If you wish to cancel a Tuipoint booking this can be arranged by either:
  - Using your Tuipoint Customer Account via the Tuipoint App or Web App (providing our Partner has made this option available)
  - Contacting the Partner directly (e.g. by phone, email) and requesting a reschedule or cancellation
  - **Please Note:** Failure to show up for your appointment at the time indicated on the Tuipoint booking may result in forfeiture of your pre-paid fixed deposit

If you'd like to get in touch with us, email our support team at [info@tuipoint.com](mailto:info@tuipoint.com)

## Full Version of the Queuing Terms & Conditions

Please read these Queuing Terms and Conditions carefully before you use the Tuipoint Smart Queuing or Advanced Booking Services, as these Queuing Terms and Conditions will apply to your Tuipoint booking. If you do not agree with these Queuing Terms and Conditions, you must not use the Tuipoint Services to join a queue with our Partners.

### Definitions

Capitalised terms used in this document have the meanings assigned to them, and each of the following terms have the meaning assigned to it.

**“Booking Confirmation”** means a confirmation panel in the My Bookings tab of your Tuipoint Mobile App or Web App providing you have an active Tuipoint account. Each booking will have its own panel shown under either “Upcoming Bookings” or “Booking History”.

**“Cancellation Policy”** means a policy that is included in the Terms of Sale of a Tuipoint booking where by a Partner may charge you (through the Tuipoint Payment Services) a certain fee for a cancelled Tuipoint booking, which may be up to 100% of the value of the Tuipoint booking.

**“Customer”, “End User”, and “You”** means you, the user of the Tuipoint Services or the purchaser of any Partner Services.

**“Tuipoint”, “Licensor”, “We” or “Us”** means Tuipoint International Limited (Registered Company Number 1561115), Stanmore Bay, Whangaparaoa, 0932, New Zealand.

**“Tuipoint booking”** means either a time slot in a live queue or an advanced booking made online with the Tuipoint Mobile App, Tuipoint Web App or via the Partners in-house Tuipoint Lobby panel with a particular Partner for the provision of Partner Services.

**“Tuipoint Queuing Services”** means all queuing options and advanced bookings, including creating appointments, rescheduling, and cancelling appointments, provided through the Tuipoint Mobile App or Tuipoint Web App.

**“Tuipoint Contract”** has the meaning provided in the Relationship Section of these Queuing Terms and Conditions.

**“Tuipoint Customer Account”** means an account created on the Tuipoint App or Tuipoint Web App belonging to you, containing information such as your name, booking history, and contact information.

**“Tuipoint Payment Services”** means the online and in-App payment facility that may be available for select Partners on the Tuipoint Mobile App or Tuipoint Web App.

**“Tuipoint Services”** means the Tuipoint Queuing and Advanced Booking Services and the Tuipoint Payment Services.

**“Tuipoint Website”** means the website [www.tuipoint.com](http://www.tuipoint.com), found through any web browser.

**“Tuipoint Web App”** means the web interface owned and provided by Tuipoint, which a Partner may embed on their own website and/or social media channels, and through which Customers may queue or advance book online directly with the Partner.

**“No Show Policy”** means a policy that is included in the Terms of Sale of a Tuipoint booking whereby a Partner may charge you (through the Tuipoint Payment Services) a certain fee for failing to show up to a Partner’s place of business at the time indicated on the Tuipoint booking, which may be up to 100% of the value of the Tuipoint queuing.

**“Partner”** means a selected third-party provider of goods and services, who offer their goods and services for sale on the Tuipoint Mobile App or Tuipoint Web App.

**“Partner Contract”** has the meaning provided in the Relationship Section of these Queuing Terms and Conditions.

**“Partner Services”** means any products, goods and/or services of a Partner offered for purchase or queuing on the Tuipoint Mobile App or Tuipoint Web App.

**“Pay In Store Booking”** means a booking made on the Tuipoint Mobile App or Tuipoint Web App where the Partner service is not paid for online using the Tuipoint Payment Services.

**“Payment Processor”** means third-party payment processors supporting Tuipoint with the provision of the Tuipoint Payment Services.

**“Terms of Sale”** means the date, time, price, Partner Services, discount, location, cancellation policy, and any other details and conditions shown on the Tuipoint App at the time that a Tuipoint Partner Queue is joined or Advanced Booking is made.

## **Description of the Tuipoint Services**

Tuipoint (“we”, “us”, or “our” for short) provides the Tuipoint Mobile App and the Tuipoint Web App to make it easy for you to join a queue or make an advanced booking online with a variety of participating Partners. We include a consolidated list of Partner Products and Services, which you may review and select online using the Tuipoint Queuing Services.

For certain qualifying Partners, we also provide Tuipoint Payment Services. The Tuipoint Payment Services allow you to pay in-App (or part pay) for Partner Services, and include all credit or debit card processing services, including refunding, reversing, and adjusting transactions.

You understand and agree that the Partner Services shown in the Tuipoint Mobile App or Tuipoint Web App are provided by our Partners, and not by us. These Partners, and not Tuipoint, are responsible for customer service related to these Partner Services, which includes responsibility for the nature, quality, and content of the Partner Services, as well as any disputes regarding scheduling, reservation, cancellation, refund policies, adjustments, functionality, and issues concerning experience with a Partner’s personnel or policies.

When you make a Tuipoint booking, you will need to arrive at the place of business of the Partner in order to receive the Partner Services. The place of business will be indicated in the My Bookings tab of the Tuipoint Mobile App or Tuipoint Web App and you will receive notification reminders via the App.

## **Relationship Between You, Us, and our Partners**

The Tuipoint Mobile App or Tuipoint Web App are operated by Tuipoint and allow you to book and pay (or part pay) for a broad range of services (Partner Services) from a variety of providers (our Partners). Those Partner Services are provided by our various Partners and not by us. The provision of the Partner Services booked via the Tuipoint Mobile App or Tuipoint Web App is the responsibility of the Partner which provides them.

In the event you pay (or part pay) for Partner Services using the Tuipoint Payment Services, your payment will be received by us acting as commercial agent on behalf of the Partner.

If we receive payment as commercial agent on behalf of the relevant Partner, our receipt of the correct payment will discharge that amount of your debt to that Partner.

The legal implications of this is that when you purchase Partner Services, with the exception of Pay In Store bookings where no binding contract is formed, it will create two binding legal contracts:

- a contract between you and Tuipoint (under which Tuipoint has certain responsibilities to you in relation to the purchase or booking) (the “**Tuipoint Contract**”). That contract is made based on these Queuing Terms and Conditions; and
- a contract between you and the relevant Partner in respect of the provision or supply of the Partner Services which you book through the Tuipoint Mobile App or Tuipoint Web App (the “**Partner Contract**”). That contract is subject to certain Terms of Use, which are available on the Tuipoint Website [www.tuipoint.com/terms-of-use/](http://www.tuipoint.com/terms-of-use/) and which you agreed to when you created your Tuipoint Customer Account..

All Partner Services available for selection on the Tuipoint Mobile App or Tuipoint Web App are offered by Tuipoint on behalf of its Partners. That is, Tuipoint takes and concludes your booking as a commercial agent for its Partners. Therefore, we are not responsible or liable to you for the actual Partner Services that are booked through the Tuipoint Queuing Services.

We may amend these Queuing Terms and Conditions from time to time as set out in the Amendments Section of these Queuing Terms and Conditions. Every time you wish to make a Tuipoint booking, please check these Queuing Terms and Conditions to ensure you understand the terms which will apply at that time.

## How Contracts are Formed Between You and Us

When you make a Tuipoint booking, you will be able to select which Partner Services you would like to receive. The Tuipoint Queuing Services provide you with an opportunity to check and amend any errors before confirming your Tuipoint queue placement, and will disclose any other relevant costs or options where applicable (e.g. Tuipoint Service Fee or your Loyalty Points Redemption amount) to you prior to your confirmation. Please take the time to read and check all the details of your booking and applicable terms of use before confirming your Tuipoint booking.

We are appointed as the commercial agent of the Partner to conclude Tuipoint bookings on its behalf, and the Partner Contract will be formed when we place a Booking Confirmation panel in your My Bookings tab. Your Booking Confirmation is your receipt from Tuipoint, and upon confirming a paid or part paid Tuipoint queue placement details of this are available for you to view under your Profile tab by selecting Payment History. If you require a GST/VAT receipt, you need to contact the Partner directly.

If you wish to cancel or reschedule your Tuipoint booking after you have received a Booking Confirmation, you may do so through either the Tuipoint Mobile App, the Tuipoint Web App or by contacting the relevant Partner directly. However, you may only cancel or reschedule your Tuipoint booking provided the Partner has confirmed that this option is available.

The interval between when you may cancel or reschedule your booking and your scheduled appointment start time will be determined independently by each Partner. If the Partner has agreed to cancellations this will be displayed in your My Bookings tab. Please note that your ability to cancel or reschedule your booking will be subject to the Partner's availability during the time you wish to reschedule.

## **Partner Services**

Our Partners are under a legal duty to provide Partner Services that are in conformity with the relevant Partner Contract.

All Partner Products and Services shown on the Tuipoint Mobile App and Tuipoint Web App are subject to availability. The images and/or descriptions of the Partner Products and Services on the Tuipoint Website and Tuipoint Web App are for illustrative purposes only, and actual Partner Services may vary from those images and/or descriptions. We require our Partners to ensure that all information provided by them for display on their page of the Tuipoint Mobile App and Tuipoint Web App is accurate, complete and not misleading in any way. Nonetheless, we cannot verify the information which Partners provide to us. It will be each Partner's responsibility to ensure that all of its Partner Products and Services shown in the Tuipoint Mobile App and Tuipoint Web App are available and accurately described.

If you are a Customer, you have legal rights in relation to services that are not performed with reasonable care and skill or are otherwise not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Queuing Terms and Conditions will affect these legal rights.

It is your (or the person receiving the Partner Services of your Tuipoint Booking) sole responsibility to communicate in advance any medical or health-related conditions and/or special needs to the Partner that might affect or be affected by any Partner Services (for example without limitation, allergy information and health issues). Notwithstanding the Section Resolving Issues below, if you (or the relevant recipient of the Partner Services) fail to disclose any such information to the applicable Partner, neither Tuipoint nor the relevant Partner shall be liable to you (or the recipient of the Partner Services) for any injury, loss or damages resulting from the Partner Services that could reasonably have been avoided if you (or the recipient of the Partner Services) had disclosed that information prior to receiving the Partner Services.

## **Cancellation and No Show Policies**

In addition to your other legal rights, you may in certain circumstances have the right to cancel a Partner Contract and/or Tuipoint Contract (as applicable) with the terms set out in this Section.

If you wish to cancel or reschedule your Tuipoint booking after you have received a Booking Confirmation, you may do so through either the Tuipoint Mobile App, the Tuipoint Web App or by contacting the relevant Partner directly. However, you may only cancel or reschedule your Tuipoint booking provided the Partner has confirmed that this option is available.

Each of the Tuipoint Partners has the option of either;

- not allowing cancellations in the Tuipoint Mobile App or Tuipoint Web App
- or allowing cancellations and can set a maximum time before an appointment that a customer can cancel

The interval between when you may cancel or reschedule your queuing and your scheduled appointment start time will be determined independently by each Partner. If the Partner has agreed to cancellations this will be displayed in your My Bookings tab with a Cancel option in the bottom right hand corner of each confirmation. Cancellations that meet the Partner cancellation terms will result in a full refund of any monies paid.

Please note that your ability to cancel or reschedule your booking will be subject to the Partner's availability during the time you wish to reschedule. If the Partner has chosen to not allow cancellations in the Tuipoint Mobile App or the Tuipoint Web App or your queuing time is within a time frame that exceeds the maximum time before an appointment can be cancelled you will need to contact the Partner directly. If you wish to cancel an appointment beyond the time indicated in the Partner's Cancellation Policy, you will not be entitled to any refund unless mutually agreed between you and the Partner directly.

Certain Partners may also choose to implement a No Show Policy. If you fail to turn up to a Partner's place of business at the time indicated on your Tuipoint Booking, a Partner may choose to exercise their No Show Policy, you will not be entitled to any refund unless subsequently mutually agreed to between you and the Partner directly. This applies to the Tuipoint Service Fee and or the Tuipoint Service Fee plus any pre-paid Partner Service amount.

## Customer's Representations and Warranties

By providing debit or credit card information through the Tuipoint Mobile App or Tuipoint Web App to use the Tuipoint Payment Services, you represent, warrant, and covenant that:

- you are at least 18 years of age;
- you are legally authorised to provide such information to us;
- you are legally authorised to perform payments from the debit or credit card account(s);
- and such action does not violate the terms and conditions applicable to your use of such debit or credit card, or any other applicable law.

Additionally, when you authorise a payment using the Tuipoint Payment Services, you further represent, warrant, and covenant that:

- the Partner Services associated with your purchase have been duly received; and
- there are sufficient funds or credit available to complete a payment using the debit or credit card account.

Breach of any of the representations, warranties, and covenants in this Section are grounds for denial of the Tuipoint Payment Services or any of the other Tuipoint Services. For the avoidance of doubt, this does not exhaust the claims Tuipoint may have for breach of the representations, warranties, and covenants described in this Section.

## Resolving Issues

We sincerely care about your experience and want to ensure we maintain the highest standards possible. Our best experience is when you have yours. If you have any feedback about one of our Partners or their Partner Services, please either:

- speak to the Partner yourself to try and resolve the issue;
- leave an honest review and/or rating for the Partner on the Tuipoint Website to reflect your experience; or
- email us at [info@tuipoint.com](mailto:info@tuipoint.com)

If you reach out to us at [info@tuipoint.com](mailto:info@tuipoint.com) we may contact the Partner to attempt to resolve the issue. If we are unable to resolve the issue following contact with the Partner, and if we consider it to be fair in all the circumstances, then we may, at our sole discretion, elect to give you a refund for the disputed/complained about amount. These refunds will be processed through the Tuipoint Payment Services. **It is important to note that we are not responsible to you for the Partner Service(s) which the Partners provide and are under no obligation to provide you with a refund or any other recompense.**



## Restrictions on Access

Tuipoint reserves the right to partially or fully restrict your access to the Tuipoint Services where any of the following occur:

- You establish a history of many cancelled appointments, no shows, refunds, chargebacks, or other transactions that are negative to the experience of our Partners;
- You fail any credit or fraud prevention check provided by the Tuipoint Payment Services;
- We reasonably suspect fraud or money laundering by you or someone using your Tuipoint Customer Account;
- We reasonably suspect the security of your Tuipoint Customer Account has been compromised;
- You behave inappropriately, abusively, or offensively towards staff of Tuipoint or employees of a Partner, whether on the phone, through email, through communications within the Tuipoint Website, Tuipoint Mobile App or Tuipoint Web App, or in person at the place of business of a Partner;
- You breach other terms set forth in these Queuing Terms and Conditions, including the Customer Representations and Warranties; or
- We believe, in our reasonable and sole discretion, that your actions are negatively affecting the quality of Tuipoint Services.

Additionally, you understand that because Partner Services are sold by our Partners, and not by us, our Partners maintain the right to impose additional restrictions on who may buy and book the Partner Services that they offer. In particular, a Partner may choose to restrict your access to their Partner Profile; prevent you from making a Tuipoint booking with Partner Services that they offer; and otherwise restrict your ability to interact with that Partner on the Tuipoint Mobile App or Tuipoint Web App. These restrictions are determined solely by the Partners, and we are unable to provide you with access to these Partner Services

## Price and Payment

Prices and any applicable delivery and/or processing charges will be as quoted on the Tuipoint Mobile App or Tuipoint Web App. The final price you pay connected with a Tuipoint booking may be adjusted to reflect any additional goods or services you purchase from the Partner at the time of receiving Partner Services, if that purchase is handled through the Tuipoint Payment Services. Additionally, the Tuipoint Partner may, at their sole discretion, issue a discount that would be reflected on the final invoice.

The Partner has full responsibility for accounting for Sales Tax on the total value of the Tuipoint booking, plus any adjustments for additional goods or services sold or discounts applied, where applicable. Tuipoint does not charge you Sales Tax on Tuipoint bookings, as the Partner Services are provided by the Partner, not by Tuipoint. As a result, Tuipoint cannot provide you with a Tax invoice in respect of your Tuipoint bookings, and Tax invoices will need to be provided by the Partner.

Payment for all Partner Services must be made at the time of receiving treatment in the currency stated on the Booking Confirmation. You may be required to part pay for Partner Services you receive using the Tuipoint Payment Services, with the balance paid directly to the Partner with cash, credit card or any other payment method acceptable to the Partner. When you pay using the Tuipoint Payment Services, you may be subject to the terms and conditions, privacy policy, and other terms of use of our Payment Processors.

Any currency conversion costs or other charges incurred by you in making a payment will be borne by you in addition to the price due to us.

Payments made through the Tuipoint Payment Services are processed by third party payment services providers (Payment Processors). Tuipoint takes reasonable care to ensure that the Tuipoint Payment Services are available and functioning at all times, but cannot guarantee continuous, uninterrupted or secure access to the Tuipoint Payment Services, nor can we guarantee that the facility is virus or error free. Because the Tuipoint Payment Services rely on third parties, there are many factors beyond our control (such as delays in the banking system or in card networks), we cannot predict or guarantee the amount of time needed to complete the processing of your payment. Additionally, access to the Tuipoint Payment Services may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to provide reasonable notice of any scheduled interruptions to the Tuipoint Payment Services and will do what we can to restore the facility as soon as reasonably possible. If you do use the Tuipoint Payment Services, Tuipoint will collect the payment in its capacity as the commercial agent of the relevant Partner.

**Please Note: All Pay in App transactions will appear on the customers bank statement with TUIPOINT as the reference NOT our Partner.**

## Liability

Where we have been negligent and/or breached a contractual obligation to you, we will be liable for any loss or damage you suffer as a result, provided that loss and/or damage is foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our negligence or breach of contract, or would have been considered by you and us to be a likely consequence of it at the time we entered into the Tuipoint Contract.

We do not accept any liability for the following types of loss, whether caused by breach of contract, tort (including negligence) or otherwise, even if the loss is foreseeable: loss of income or revenue; loss of business; loss of profits; loss of anticipated savings; or waste of management or office time.

We do not exclude or limit our liability for death or personal injury arising from our negligence, for fraud or fraudulent misrepresentation, or for any other liability which cannot be excluded or limited under New Zealand law.

## Indemnity

You agree to defend, indemnify and hold harmless Tuipoint and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their staff members, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising out of or related to:

- your use of and access to the Tuipoint Services, including any data or content transmitted or received by you;
- your violation of any term of these Queuing Terms and Conditions, including without limitation your breach of any of the representations and warranties above, or other representation or warranty;
- your violation of any applicable law, rule or regulation;
- personal information or any other information or content that is submitted via your Tuipoint Customer Account, including without limitation misleading, false or inaccurate information;
- negligent or willful misconduct; or
- any other party's access and use of the Tuipoint Services with your unique email address and password.

## Amendments to the Queuing Terms and Conditions

We may revise these Queuing T&Cs from time to time in the following circumstances:

- if we change the process for accepting payment from you;
- if there are changes in relevant laws and regulatory requirements; and/or
- if there are any other changes to our business that reasonably mean we need to amend these Queuing Terms and Conditions.

Every time you use the Tuipoint Queuing Services, the Queuing Terms and Conditions in force at that time (and available for view on Tuipoint Website and accepted by you at the point of appointment confirmation) will apply to the Tuipoint Contract between you and us and the Partner Contract between you and the Partner. You can find the date on which these Queuing Terms and Conditions were last updated at the bottom of this page.

## General

- (a) **Notices.** All communications and notices from you must be sent to Tuipoint by email at [info@tuipoint.com](mailto:info@tuipoint.com) or by post to 73 Kauri Road, Stanmore Bay, Whangaparaoa, 0932, New Zealand. Tuipoint may communicate and give notice to you via email or by posting notices on the Website, App or Web App.
- (b) **Severability.** If any of these Queuing Terms and Conditions are determined by a competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- (c) **Governing Law.** These Queuing Terms and Conditions will be governed by and construed in accordance with the laws of New Zealand. You and we each agree that the New Zealand courts will have non-exclusive jurisdiction over any claim or dispute arising from, or related to, the ordering and/or supply of Partner Services via the Tuipoint Mobile App or the Tuipoint Web App.
- (d) **Interpretation.** Where applicable, words in these Queuing Terms and Conditions that are defined in the singular shall retain the same definition in the plural, and vice versa. Words in the masculine include the feminine, and vice versa. No regard for gender is intended by the language in these Queuing Terms and Conditions.