# **Girl Friday Terms and Conditions**

These are the terms and conditions upon which Girl Friday makes its services available to you and by instructing Girl Friday's services, you are accepting these terms and conditions.

#### **Services**

The services offered by Girl Friday include but are not limited to administration, transcription, copy typing, gift services, event planning, household services and proofreading. This may include acting as an agent to obtain goods and services from third parties ('the Services').

The Services shall be agreed by you and Girl Friday when Girl Friday accepts your instruction.

## **Suppliers**

Girl Friday will use its reasonable endeavours to ensure that all third parties used by Girl Friday ('Suppliers') are reputable offering quality and value to their customers.

You agree that Girl Friday is not responsible or liable for the actions, omissions, goods, products or services provided by any Supplier and agree that Girl Friday is acting as an agent on your behalf.

No guarantees can be given on behalf of any Suppliers.

You will be subject to the terms and conditions of any Supplier in connection with the supply to you of any goods or services by any Supplier.

#### **Tickets**

Girl Friday may obtain tickets for events either through ticket agents or Auction websites.

You may be purchasing tickets above face value.

All ticket sales are final and no refunds or cancellations can be issued after reservation or purchase of tickets.

In the event of a show being cancelled by the venue/artist/promoter, only the return of the face value of the tickets can be guaranteed subject to this being recoverable by Girl Friday. Postage fees, service charges and additional fees that may have applied are non-refundable.

You agree that Girl Friday is not responsible or liable for any failure by Royal mail or any ticket agent to deliver or post tickets to you in time.

You will be subject to the terms and conditions of the ticket agent for any tickets.

### Charges

Girl Friday charges £30 per hour for Services carried out from Monday to Friday between the hours of 8.00am and 5.00pm. Any Services carried out by Girl Friday outside these hours may be charged at a higher rate, which will be previously agreed with you by Girl Friday or at Girl Fridays' discretion.

Girl Friday reserves the right to charge you for reasonable travel time plus travel expenses. Travel undertaken by public transport will be charged as per the current published rates.

Any telephone calls made on behalf of the client will be charged at 50p per call.

Purchases made on behalf of the client will be charged as per the supplier receipt/invoice.

In the event Girl Friday increases its charges we will notify you in writing by post, fax or email and the Girl Friday website will be updated accordingly. New charges will be effective 30 days after such notice has been given.

The minimum period for each individual instruction is one hour then will be charged on a half hourly basis and invoiced to you.

### **Payment**

Payment for all Girl Fridays' Services is due upon completion of tasks undertaken unless agreed otherwise before work commences.

Payments can be made by cash, PayPal or bank transfer.

In the event that payment due to Girl Friday is not received from you within 28 days of the due date, Girl Friday reserves the right to charge interest from the due date until payment is received, before and after any Court Judgment on any balance outstanding calculated at 8.0% above the prevailing reference rate.

In instances where Girl Friday pays a Supplier a sum over £100 on your behalf, you will be required to deposit a sum on account and in advance of any Services. Additional amounts outstanding will be due immediately upon receipt of the Supplier's invoice. In these circumstances, you agree that Girl Friday is not responsible or liable for the actions, goods, products or services provided by the Supplier or its employees and/or agents and agree that Girl Friday is merely acting as an agent.

#### Cancellation

If you order Girl Friday's Services, you may cancel those Services and be entitled to a full refund if you give notice in writing of at least 10 working days prior to commencement of the Service.

In cases of cancellation where you have not given the necessary notice, Girl Friday reserves the right to charge a cancellation fee of 50% of the Service charge.

You may change the commencement date of Girl Friday Services without any penalty by giving 5 working days' notice in writing.

Where Girl Friday has already commenced the Services, and you wish to cancel, you will not be entitled to any refund and will be liable for payment for all Services which have been carried out.

In the event you cancel goods or services from a Supplier, you are bound by their terms and conditions.

# Website & Emails

Girl Friday will use reasonable endeavours to ensure that the Girl Friday website and email system is accessible at all times, however, there may be times when due to circumstances beyond Girl Friday's control, or for maintenance purposes the website/email system are unavailable. In these circumstances you accept that Girl Friday will not have any responsibility for any loss, cost, expense or damage which you may suffer as a result.

Girl Friday will use reasonable precautions to ensure that the Girl Friday website, email system and documentation which is sent to or accessible by you is free from viruses but Girl Friday cannot guarantee that it will be completely free of viruses. Girl Friday recommends that you maintain up to date virus protection software on your computer(s). You accept that Girl Friday will not be responsible for any loss, cost, expense or damage which you may suffer as a result of a virus received from the Girl Friday website, links, email system or electronic documentation.

### Consumer Protection (Distance Selling) (Amendment) Regulations 2005

Under these Regulations, your normal rights to cancel the Services within seven days of instruction will not apply once performance of the Services has commenced and by instructing us to perform the Services you are agreeing to those Services commencing immediately unless we are specifically instructed otherwise.

# **Confidentiality & Privacy Policy**

Girl Friday is committed to protecting your privacy and will handle all information received from you in accordance with the applicable Data Protection legislation. Any documentation or information contained within, will be treated with the highest level of confidentiality. Girl Friday is a registered Data Controller, registration number: ZA254806.

We collect personal information about you when you engage the Services of Girl Friday. This will include your name, address, email address and telephone number. We may collect additional information which is required for us to provide you with the Service you request.

We will remove any personal information from our database at the request of the individual concerned if requested to do so.

Girl Friday only uses your personal information for the original purposes it was given.

Girl Friday will not disclose, use, give or sell any personal information to third parties for any purposes other than to our Suppliers and other third parties who need to know in order to deliver Services.

From time to time we may use your contact details to send you newsletters, advise you of special offers or to let you know about other Services and products we provide. If you do not wish to receive this information you can let us know by email or in writing to our postal address. In addition, when engaging the services of Girl Friday, you will be specifically requested to consent to receiving such correspondence.

By accepting our Terms and Conditions and using the Services of Girl Friday, you consent to the collection and use of your personal data by Girl Friday for the purposes outlined above and for any other purpose which is reasonably necessary for us to provide proper Services in accordance with our Terms and Conditions.

# **Complaints Policy**

Any complaints must be submitted to Girl Friday in writing and sent by post or email within 30 days of the event or action giving rise to the complaint occurring. Complaints will be acknowledged within 2 working days.

If the complaint concerns the conduct, goods or services of a Supplier or other third party, you should write directly to the Supplier and send a copy of the complaint to Girl Friday.

Girl Friday is not responsible for the actions, goods or services provided by Suppliers and their employees, but Girl Friday will do its utmost to help resolve issues where possible.

## Force majeure

A "force majeure" event means an event beyond the reasonable control of you or Girl Friday including without limitation a strike, lock-out, labour dispute, act of God, War, civil commotion, malicious damage, compliance with a law or government order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, terrorist activity and other circumstances affecting the supply of the Services.

Neither you nor Girl Friday shall be responsible to the other for any delay in performance or non- performance due to a force majeure event. On occurrence of a force majeure, Girl Friday shall inform you in writing that the event has delayed or prevented its performance under these terms and conditions and thereafter shall take action within its power to comply with the terms and conditions as fully and as promptly as reasonably possible.

#### Insurance

Girl Friday has Public Liability Insurance and Professional Indemnity Insurance.

#### Disclaimer

Girl Friday's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Services shall be limited to the price paid for the Services.

## **Governing Law and Jurisdiction**

These terms and conditions shall be governed by, and construed in accordance with the law of England and Wales and you and Girl Friday irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms and conditions or its subject matter.