

Girlfridayz Business support to sole trader & SME's

28 Cambria Road London SE5 9AE E: girlfridayz@girlfridayz.com W: http://girlfridayz.com M: 07931089744

Term and condition of use

Policy

Girlfridayz is an internet based company and his register self-employed since 2007 and is a private limited company since 2016 and trademark since November 2017 our brand name girlfriday, girlfridayz including services provided on girlfridayz.com and girlfriday.info all right reserved.

Term & Condition

Welcome to girlfridayz.com terms and conditions, which apply to your use of the girlfridayz.com Website. By accessing this Website, you agree to be bound by them.

DEFINITIONS

"Conditions" means these terms and conditions: "Personal Information" means any personal details provided by you via the Website; "User(s)" means (a) user(s) of the Website either collectively or individually, as the context requires; "We/us/our" means girlfridayz.com, "Website" means the website located at www.girlfridayz.com or any subsequent URL which may replace it; and "You/your" means you as a user of the Website.

SALES TERMS

Currently, we accept payments via the following methods:

Credit Cards - Debit Cards via Stripe, PayPal express checkout, and PayPalme, cash, Sum up Card reader and cheque.

Cheque made payable to Patricia Amable

Postal Order made payable to Patricia Amable

REFUNDS - PER PROJECT AGREEMENTS ONLY

We will kindly refund the full deposit amount within the first 48 hours - if work has not begun. If work has begun on your project, refunds are not available.



No refunds can be given for Artwork design and printing work completed as the customer as the possibility to amend any part of the design before it is sent to print and your right to cancel is not affected.

PLEASE NOTE: Refunds are ONLY available within the FIRST 48 hours (2 Business Days) after we receive your SIGNED contract(s) and deposit payment. This does not mean you can request a refund after we have been working on your project for 10 days or 20 days if work didn't start within the first 48 hours; however your right to cancel remain.

If you have received your work/project for review and you asked for a refund of your deposit you will not be issuing a refund but your right to cancel remain. If you are on one of our payment facility and we show you the work/product for review and you request a refund no refund will be issued to you, however your right to cancel remain. **NO EXCEPTIONS**. This policy pertains to **PER PROJECT AGREEMENTS** only - not RETAINER clients.

PLEASE NOTE: Contract retainer fees are non-refundable. We only work on RETAINER or PREPAID Deposit - NO EXCEPTIONS.

We only sign with business owners and who are serious about working with us - if you are unsure don't sign our contract. We do not work with everyone and have the right to refuse service at our discretion. We also reserve the right to terminate any customer account; contract at any time in respect to the Laws of England & Wales.

CANCELLATION

You can cancel any order prior to any work commencing within the 14-days of the order been accepted and work has not begun- if work has begun on your project and you wish to cancel a cancellation fee will apply which is 50% of the total price.

In the case of cancellation and the work has been completed, approved by you and delivered to you the full price will be due after your 14-days cancellation right elapsed. This applied to all works projects and services provided by Girlfridayz.

In the case of cancellation and the work has been completed, approved by you and delivered to you, if you informed us in writing, or verbally that you wish to cancel before your 14-days elapse you will be issued with a full refund within 14-days or sooner.

In the case of cancellation and the work has been completed, approved by you and delivered to you if you need to return the good to us we will require a proof of postage (from Royal Mail) that you return the good to us and once received we will issues you with a refund within 14-days or sooner.



In the case of cancellation and the work has been completed, approved by you and delivered to you and the value of returning the items to us is greater than the price of purchase. We will only refund the value of the price of purchase of the items to you. You cannot re-charge us the price of returning the items to us.

Please view and familiar yourself with our cancel policy, which can be downloaded from our website Girlfridayz – customer service page.

1. ACCESS

We will provide you with access to the Website in accordance with these Conditions.

2. YOUR OBLIGATIONS

2.1 You:

2.1.1 Agree not to use the Website (or any part of) for any illegal purpose and agree to use it in accordance with all relevant laws;

2.1.2 Agree not to upload or transmit through the Website any computer viruses, macro viruses, Trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer;

2.1.3 Will not upload or transmit through the Website any material which is defamatory, offensive, or of an obscene or menacing character or that may cause annoyance, inconvenience or needless anxiety;

2.1.4 Will not use the Website in a way that may cause the Website to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Website is in any way impaired.

2.1.5 Will not use the Website in any manner which violates or infringes the rights of any person, firm or company (including, but not limited to, rights of intellectual property, rights of confidentiality or rights of privacy);

2.1.6 Agree that if you have any right, claim or action against any Users arising out of that User's use of the Website, then you will pursue such right, claim or action independently of and without recourse to us.



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3. INDEMNITY

3.1 You agree to be fully responsible for (and fully indemnify us against) all claims, liability, damages, losses, costs and expenses, including legal fees, suffered by us and arising out of any breach of the conditions by you or any other liabilities arising out of your use of the Website, or the use by any other person accessing the Website using your PC or internet access account.

4. OUR RIGHTS

4.1 We reserve the right to:

4.1.1 Modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or

4.1.2 Change these Conditions from time to time and your continued use of the Website (or any part of) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.

4.2 We will use our reasonable endeavors to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website due to circumstances beyond our control.

5. THIRD PARTY LINKS

To provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

6. MONITORING

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any



action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

7. YOUR DATA

7.1 We respect your personal information and undertake to comply with applicable UK Data Protection legislation from time to time in place.

7.2 You should be aware that:

7.2.1 if we are requested by the police or any regulatory or government authority investigating suspected illegal activities, or upon receipt of a court order, to provide your Personal Information and/or information concerning your activities whilst using the Website we shall do so; and

7.3 We reserve the right in our reasonable discretion to disclose details of your use of the Website in relation to any, or any threatened, Court Proceedings about your use, or the use of anyone under your control, of the Website whether about the matters set out in these Conditions or otherwise.

7.4 Please view our Privacy Policy, which forms part of these Conditions.

8. INTELLECTUAL PROPERTY AND RIGHT TO USE

8.1 You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the Website shall remain always vested in us or our licensors. You are permitted to use this material only as expressly authorized by us.

8.2 The Website is copyright, girlfridayz.com, 2007-2018. All rights reserved.

9. NOTICES

9.1 You may send us notices under or about these Conditions:

9.1.1 By post to 28 Cambria road London SE5 9AE;

9.1.2 By email to enquiry@girlfridayz.com

9.2 As proof of sending does not guarantee our receipt of your notice, you must ensure that you have received an acknowledgment from us, which will be sent within 5 working days of our receipt and should be retained by you.



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10. LIMITATION OF LIABILITY

10.1 WHILE WE WILL USE REASONABLE ENDEAVOURS TO VERIFY THE ACCURACY OF ANY INFORMATION WE PLACE ON THE WEBSITE, WE MAKE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED IN RELATION TO ITS ACCURACY.

10.2 The Website is provided on an "as-is" and "as-available" basis without any representation or endorsement. Unless specified in separate terms and conditions related to a particular product or service, we make no warranties of any kind, whether express or implied, in relation to the Website, or products or services offered on the Website whether by us or on our behalf (including free software downloads) including but not limited to, implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade.

10.3 Unless specified in separate terms and conditions related to a particular product or service, we make no warranty that the Website or products or services offered on the Website whether by us or on our behalf (including free software downloads) will meet your requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the Website or the server that makes it available or products or services offered on the Website whether by us or on our behalf (including free software downloads) are free of viruses or bugs or are fully functional, accurate, or reliable. We will not be responsible or liable to you for any loss of content or material because of uploading to or downloading from the Website.

10.4 Notwithstanding any other provision in the Conditions, nothing shall limit your rights as a consumer under English law.

10.5 You acknowledge that we cannot guarantee and therefore shall not be in any way responsible for the security or privacy of the Website and any information provided to or taken from the Website by you.

10.6 We will not be liable in contract, tort or otherwise if you incur loss or damage connecting to the Website through a third party's hyper-text link.

10.7 We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent misrepresentations) or otherwise out of or about the Website or products or services offered on the Website whether by us or on our behalf (including free software downloads) for:

10.7.1 Any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or



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10.7.2 Any loss of goodwill or reputation; or

10.7.3 Any special or indirect or consequential losses; in any case whether such losses were within the contemplation of either of us at the date on which the event giving rise to the loss occurred.

10.8 Nothing in the Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees.

11. SEVERANCE

If any part of the Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from these Conditions and shall not affect the validity and enforceability of any of the remaining provisions of the Conditions.

12. WAIVER

Nothing shall be construed as a waiver by us of any preceding or succeeding breach of any provision.

13. SURVIVAL

Each provision of these Conditions shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

14. ENTIRE AGREEMENT

These Conditions (as amended from time to time) contain the entire agreement between you and us relating to the subject matter covered and supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between you and us in relation to such matters. No oral explanation or oral information given by either of us shall alter the interpretation of these Conditions. You confirm that, in agreeing to accept these Conditions, you have not relied on any representation save insofar as the same has expressly been made a representation in these Conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not become a term of these Conditions save that your agreement contained in this Clause shall not apply in respect of any fraudulent misrepresentation whether such has become a term of these Conditions.



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15. LAW

The Conditions will be exclusively governed by and construed in accordance with the laws of England and Wales whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

16. PRIVACY POLICY

16.1 We will collect information about your personal details both when you tell us what these are and by analysis of traffic on the Website, including by using cookies.

16.1.2 A cookie is a piece of information that is stored on your computer's hard drive by your web browser. On revisiting the Website our computer server may recognize the cookie, giving us information about your last visit. Most browsers accept cookies automatically, but usually, you can alter the settings of your browser to prevent automatic acceptance. If you choose not to receive cookies, you may still use most of the features of the Website.

16.1.2.1 We use cookies for recognition purposes at login using a persistent cookie placed on your hard drive. This cookie may be deleted at the end of each session/visit.

16.2 We use information collected about you to help us (a) develop the design and layout of the Website to ensure that it is as useful and enjoyable as possible.

16.3 In addition, we may provide aggregate statistics about our services, competitions, clients, traffic patterns and other site information to third-parties, but these statistics will not include any information that could personally identify you. If your personals details become untrue, inaccurate or incomplete, or in any event, you have the right to access your personal details and may rectify the same. You confirm that you do not and will not consider any of the above as being a breach of any of your rights under the Telecommunications (Data Protection and Privacy) Regulations 1999.

16.4 We reserve the right to access and disclose individually identifiable information to comply with applicable laws and lawful government requests or requests by the police investigating suspected illegal activities, to operate our systems properly or to protect ourselves or other Users. We also reserve the right to disclose individually identifiable information to third parties if a complaint arises concerning your use of the Website, and that use is deemed by us inconsistent with the Conditions.

16.5 When you input information or request services from us, we offer appropriate physical, electronic and managerial security measures in order that you may input information safely whilst effectively preventing that information from being accessed by unauthorized persons. In addition, we have strict security procedures covering the storage and disclosure of your information in order



to prevent unauthorized access to comply with the UK Data Protection Act 1998. This means that sometimes we may ask for proof of identity before we disclose personal information to you.

16.6 Some links in the software package provide information concerning the referrer URL and is used for marketing and research purposes only. Upon using this website and software package you agree to accept this tracking method and to only remove it if you are a customer.

We welcome your questions and comments about privacy issues and the design of the Website. Should you have such comments or have a complaint about how we are using your personal data, please send an email to enquiry@girlfridayz.com.