



Terms and Conditions

1. Introduction

1.1 These terms and conditions constitute the entire terms and conditions upon which Girl Monday provides the Service and upon which the Customer agrees to contract for the use of the Service.

1.2 This Agreement supersedes any written or oral representations, statements, understandings or agreements, except where specifically varied by written agreement by Girl Monday

1.3 By placing an order for the Service, you, the Customer, confirm your acceptance of the terms of the Agreement.

1.4 In the event of any conflict between the Agreement and any other document, the Agreement shall prevail.

Definitions

In this Agreement:-

“Agreement” means these terms and conditions together with the Order Confirmation.

“Completion” means the date when the Service shall be complete as defined in the Order Confirmation.

“the Customer” and **“You / Your”** means the company, firm, person, persons, corporation or public authority identified in the Order Confirmation as contracting for the Service and includes their successors or personal representatives.

“the Contract Price” means the price for the Service set out in the Order Confirmation.

“the Order Confirmation” means the email or letter sent to the Customer by Girl Monday which sets out details of the Service to be provided, price, completion date (if any) and such other specific contractual terms as may be appropriate.

“the Service” means the provision of concierge services including admin services, running errands, home sitting and holiday home-care services which involves visiting, Customer premises to conduct tasks in their absence such as water plants, pick up post, arrange workman, grass cutting, arrange emergency work and Fridge Filling Services (together or individually known as **“Work”**), more fully described on the Girl Monday website www.girlmonday.co.uk .

“Working Day” means business hours are between the hours of 8.00am to 8.00pm, Monday to Friday only, unless agreed not including bank holidays;

“Emergency Purchases” means purchases made by Girl Monday in the Customer’s absence, including but not limited to replacement of a glass window or lock replacement or a similar event at the discretion of Girl Monday.

“Emergency Services” means task performed outside normal business hours.

“Emergency rates” means hourly rates for Emergency Services as notified from time to time on the Girl Monday website www.girlmonday.co.uk.

“the Service Commencement Date” shall be the date the Service is available as set out in the Order Confirmation.

“Girl Monday” or **“we/our/us”** means Susan Anderson trading as Girl Monday

“Adhoc Services” means unplanned services required by the customer more fully described at www.girlmonday.co.uk.

“Fridge Filling Service” means the Customer’s pre-agreed instruction to Girl Monday in writing, to proceed with stocking the customers fridge with basic provisions e.g. milk, bread, butter, bacon and eggs.

“Writing” includes any written paper document, any fax and any email correspondence.

2. Duration

2.1 Girl Monday’s contract with you shall terminate upon Completion of the Service, unless otherwise stated on the Order Confirmation

3. Service provision

3.1 Girl Monday will provide an Order Confirmation for all orders accepted but reserves the right to accept or reject any order.

3.2 Girl Monday will use all reasonable endeavours to provide the Service as described in the Order Confirmation.

3.3 Girl Monday may at any time amend the Service for any reason including, but not limited to, technical, legal or business reasons.

3.4 Girl Monday undertakes to use reasonable skill and care in providing the Service as described in the Order Confirmation

3.6 Girl Monday will charge prices as per those listed on the Girl Monday website, including rates for Emergency Services, charged at adhoc rates fully explained at www.girlmonday.co.uk.

4. Customer Obligations

4.1 The Customer shall pay the charges for the Service in accordance with clauses 6, 7 and 8 below.

4.2 The Customer is responsible for providing a satisfactory level of cooperation and for providing all necessary information and facilities to enable Girl Monday to produce and deliver a quality service, including:-

4.2.1 the supply of set keys for premises.

4.2.2 Where applicable supply duplicate car key

4.2.2.1 Failure to supply duplicate car key shall limit Girl Monday's ability to deal with all types of emergencies.

4.2.3. ensuring the premises are locked up securely before leaving on holiday or vacating the premises

4.2.4. supplying all alarm codes and necessary information

4.2.5. providing signature authorisation to allow Girl Monday to contact the alarm company.

4.2.6 supplying information to Girl Monday regard household routines, including neighbourhood watch schemes, bin days, caretaker arrangements or similar group or any routine that may affect Girl Monday effectively delivering services.

4.3 The Customer will be responsible for obtaining and holding all consents, licences, permits and other similar instruments applicable to the Service.

4.4 The Customer hereby consents and agrees that Girl Monday may make Emergency Purchases and purchases in respect of the Fridge Filling Service and the customer undertakes to refund Girl Monday in respect of such Emergency of Fridge Filling Services in accordance with Clauses 7 and 8 herein.

4.5 The Customer hereby consents and agrees that Girl Monday may use third party personnel where necessary, during emergencies.

4.6 Without prejudice to its rights in terms of Clause 8 hereof, Girl Monday is entitled to suspend or terminate the Customer's use of the Service if the Customer fails to comply with any of its obligations under this clause 4.

4.7 Customer will provide prior to departure a cheque (deposit) payable by the customer to Girl Monday for the sum of £200 (two hundred pounds) to be used for emergency purchases and/or put towards final invoice.

4.8 If the case of third party involvement including existing Customer suppliers or contractors or suppliers or contractors nominated by the Customer, the Customer agrees and undertakes to ensure that all necessary information is communicated to all parties involved in the project or work to be carried out. Girl Monday is not responsible for briefing or instructing any such parties unless stated in the Order Confirmation. The Customer acknowledges and accepts that Girl Monday does not profess to be a project manager or to have any requisite technical skills in relation to any project or work which may be carried out. Without prejudice to the provisions of clause 10 hereof, Girl Monday will in no circumstances have any liability for the performance or actions of any third party. In the event of Girl Monday being responsible for briefing or instructing any 3rd parties the Customer must supply all necessary information including but not limited to scope of work, list of suppliers. Further, all quotes must be approved by the Customer in advance of work being carried out.

4.9 Girl Monday will have no liability in respect of any delays, deficiencies or interruptions in the supply of the Service caused by a failure by the Customer to comply with any provision of this Clause 4.

5. Girl Monday's Responsibilities

5.1 Girl Monday endeavours to provide a quality service and shall:-

5.1.1 adhere to the guidelines for the International Concierge and Lifestyle Management Association more fully described at www.girlmonday.co.uk

5.1.2 endeavour to adhere to the customer's current security arrangements

5.1.3 store customer's keys in an unlabelled strong box

5.1.4 offer the option of text confirmation to the Customer after locking up the premises.

5.1.5 leave an information card with approved neighbour.

5.1.6 endeavour to get the best price for the emergency work required and may choose the vendor on the basis of availability.

5.1.7 respect Customer privacy and maintain confidentiality in respect of the Customer before, during and after provision of the Service.

6. Indemnification

6.1 The Customer shall indemnify Girl Monday and keep us indemnified against any liability to any third party arising out of or connected with the Customer's use of the Service.

6.2 The Customer hereby indemnifies and holds harmless Girl Monday against all claims, demands, losses, damages, costs or expenses howsoever arising incurred by Girl Monday in connection with the Agreement as a result of a breach by the Customer of any provision of this Agreement, law or regulation and/or as a result of any third party legal action or threatened action.

7. Service charges

7.1 Invoices will be issued by Girl Monday upon completion of the Service and payable by the Customer within 7 days.

7.2 Charges for all 3rd party or additional expenses, including emergency purchases over £200 (two hundred pounds) and charges relating to the Fridge Filling Service shall be invoiced to the Customer after the service is delivered. Payment for any such additional or third party expenses must be payable within 7 days of date of invoice.

7.3 Charges for all 3rd party expenses in excess of £200 (two hundred pounds) will be dealt with by the 3rd party directly and not invoiced by Girl Monday, at the discretion of Girl Monday. Girl Friday will however have the option to make the purchase on the Customer's behalf if this is included in the Order Confirmation.

7.4 Adhoc services are be payable by the Customer on the day the costs are incurred.

7.5 Girl Monday offers vouchers which can be redeemed in exchange for a variety of services, fully described more at www.girlmonday.co.uk

7.6 Should the Customer require a change in the nature, scope or timing of the Service or in or any other aspect of this Agreement, such change shall be requested in writing. Girl Monday shall advise the Customer of the effects including any increase in the Service charges which may result and the Agreement shall be modified to reflect such changes including to the Service charge and/or duration which may be agreed.

8. Terms of Payment

8.1 Subject to any special terms which we may agree with you in the Order Confirmation or otherwise in writing, payment by you to us will be made within 7 days of the date of each invoice issued by us to you.

8.2 Time of payment shall be of the essence of the Agreement. You shall not be entitled to set off or withhold any payment for any reason whatsoever. We reserve the right to request part payment in advance of the Service performance at the discretion of Girl Monday.

8.3 If you fail to make payment within the period specified in clause 8.1 then, without prejudice to any other right or remedy available to us, we shall be entitled to:-

8.3.1 Suspend any further service provision to you and/or suspend performance of the Services; and/or

8.3.2 cancel the Agreement; and/or

8.3.3 charge you interest on the amount unpaid, at the rate of 4 per cent per annum above the Royal Bank of Scotland plc base rate from time to time, until payment is made.

8.4. The Customer shall not be entitled by reason of any set-off, counter-claim, abatement, or other deduction to withhold payment of any amount due to Girl Monday.

8.5 If the Customer's cheque is returned by the bank as unpaid for any reason, Girl Monday reserves the right to levy a "returned cheque" charge.

8.6 If you are late in making a payment under this Agreement for 45 consecutive days or more, we reserve the right to factor your Customer Agreement with a reputable debt recovery company and you shall reimburse us on demand for all costs, expenses and losses associated therewith (including lost profit).

8.7 In the event that the Customer prematurely cancels the Agreement or any portion thereof, Girl Monday shall be entitled to payment of 50% of the Contract Price and the total sum of expenses incurred by Girl Monday, at our sole discretion.

9. Termination

9.1 Girl Monday shall be entitled to suspend or to terminate the Service in accordance with clause 8.3 hereof.

9.2 Without prejudice to any other rights to which it may be entitled, Girl Monday or the Customer may terminate this Agreement by written notice if the other party commits any material breach of any of the terms of the Agreement and the breach remains un-remedied after thirty days of the

defaulting party being notified by the other party of the breach and of the other party's intention to terminate unless the breach is remedied.

9.3 Girl Monday may terminate provision of the service immediately if the Customer takes or suffers any action on account of debt or is insolvent.

9.4 Ethical clause - Girl Monday will not tolerate duplicity, deceit or pretence regards the parties involved with the service provided, or in any way abusing the Service, reserving the right to terminate services as a result of such behaviour.

9.5 The Customer has 7 days from the date of this Agreement or from the date of the Confirmation Order (if later) in which to cancel the Agreement without liability, however should you request that we commence the Service prior to the end of the 7 day cancellation period you will be deemed to have agreed to waive your right to cancel.

9.6 In the event of early cancellation other than under Clause 9.5, the Customer must give no less than one week's notice before the Service Commencement Date. In the event the Customer cancels the Agreement after the Service Commencement Date the Customer will be liable for all charges incurred up to that point and an additional early termination fee of £25.00

10. Disclaimer and Limitation of Liability

10.1 The Customer uses the Service at its own risk and in no event shall Girl Monday be liable to the Customer for any direct, consequential, incidental or special damage or loss of any kind (except personal injury or death resulting from Girl Monday' negligence) including, but not limited to, loss of profits, loss of contracts, business interruptions, lack of customer cooperation, burglary, vandalism or damage to the customers property or the Customer's inability to use the Service, however caused and whether arising under contract or delict (tort), including negligence or otherwise except as expressly provided herein.

10.2 If any exclusion, disclaimer or other provision contained in this Agreement is held to be invalid for any reason by a court of competent jurisdiction and Girl Monday becomes liable thereby for loss or damage that may lawfully be limited, such liability whether in contract, tort (including negligence) or otherwise, will not exceed the total charges paid by the Customer in the one weeks fees preceding such liability arising.

10.3 Girl Monday shall have no liability for delay in the provision of the Service or for any effect upon the quality of the Service caused by external activities, third party failures or problems suffered as a result of Customer communication or the lack of accessibility or cooperation of the Customer or a third party's inability to deliver services on time.

11. Force Majeure

11.1 Girl Monday shall not be liable to you or be deemed to be in breach of the Agreement by reason of delay in performing, or any failure to perform, any of our obligations in relation to the Services, if the delay or failure was beyond our reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond our reasonable control:

11.1.1 act of god, explosion, flood, volcanic ash cloud, tempest, fire or accident; weather.

11.1.2 war or threat of war, sabotage, pandemic flu or virus, insurrection, civil disturbance or requisition;

11.1.3 acts, restrictions, regulations, bye-laws, prohibitions or measures or any kind on the part of any governmental, parliamentary or local authority;

11.1.4 import or export regulations or embargoes;

11.1.5 strikes, lock-outs or other industrial actions, power cuts or trade disputes (whether involving our employees or of a third party); or

11.1.6 difficulties in obtaining the System, labour, fuel, parts or machinery.

11.1.7 technical problems, external circumstances preventing suppliers delivering against deadlines or preventing delivery of 3rd party against agreed commitments.

12. Relationship of the Parties

12.1 Girl Monday is an independent Contractor and nothing in this Agreement shall render it an employee, agent or partner of the Customer and it shall not hold itself out as such.

12.2 Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute, or be deemed to constitute a partnership, association, joint venture, agency or any other co-operative entity.

13. Disputes

Should any dispute arise in connection with this Agreement, the parties shall attempt to settle same by negotiation however should the dispute not be resolved within 30 days of the first intimation of the dispute then parties shall attempt to settle it by Mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

14. Assignment

Neither party shall assign, transfer, sub-contract, or in any other manner make over to any third party the benefit and/or burden of this agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

15. Notices

15.1 Any notice, demand or other communication given or made under or in connection with the matters contemplated by this Agreement shall be deemed to have been duly given and received;

15.1.1 if personally delivered, upon delivery at the address of the relevant party;

15.1.2 if sent by first class post, two business days after the date of posting;

15.1.3 if by email, when sent;

provided that if, in accordance with the above provision, any notice, demand or other communication would otherwise be deemed to be given or made after 1700 hours, it shall be deemed to be given or made at the start of the next business day.

15.2 Any notice personally delivered or sent by first class post shall be delivered to the address of the relevant party set out in the Order Confirmation for the Customer.

16. General

16.1 Failure or delay by Girl Monday in enforcing any term of the Agreement shall not be construed as a waiver of any of its rights under it.

16.2 The illegality, invalidity or unenforceability of any part of this Agreement will not affect the legality, validity or enforceability of the remainder.

16.3 The construction, validity and performance of this Agreement shall be governed by Scots Law and the parties submit themselves to the non-exclusive jurisdiction of the Scottish Courts.

