



## Terms and conditions

### Definitions and Interpretation

In this document Andiamo is referred to as Us, We and Our. You, the consumer/client, will be referred to as You and Your.

The act of You requesting and accepting Our services and/or goods enters both parties into a binding sales contract. Standard UK consumer law contract for the provision of goods and/or services provides You with protection. The law is so well defined that the need for detailed terms and conditions is almost unnecessary. However, in order to provide assurance and insight into how We operate, We've set out Our Terms and Conditions below. You should notify Us at the earliest opportunity if You feel a particular condition gives cause for concern or confusion. Please note that Your basic consumer rights are not affected.

### Services and Appointment

We are appointed on a non-exclusive basis and nothing shall prevent us from contracting or dealing with any other clients in relation to the services or similar services.

We reserve the right to refuse service to anyone for any reason at any time.

We reserve the right to change the pricing structure at any time and without notice.

An estimate for services provided to the Client does not constitute an offer and We reserve the right to withdraw or revise an estimate at any time prior to entering into an agreement.

We are not currently VAT registered which means We do not charge VAT on Our services making Our prices more affordable.

Our estimates are valid for 30-days from the date of issue unless otherwise specified on the estimate.

In accepting an estimate for services provided to You, You confirm that You have read, understood, and accept these Terms and Conditions.

We shall exercise reasonable skill and care in the provision of Our services and guarantee that the services will be provided by competent personnel.

We will not knowingly provide services that infringe any other third party intellectual property rights.

We may subcontract any part of the service at Our discretion.

Both parties shall provide each other with clear and accurate information and cooperate in relation to the provision of the service. If You request any details of the service to be amended, this must be made in writing as soon as they are known. In discussion with You, We will use reasonable endeavours to make any required changes. Any additional costs will be included in the fees and will be invoiced to You.

You must obtain all necessary licences and permissions before the date on which the services are to start, if any are required, other than those held by Andiamo for the conduct of its business.

In the event that We require decisions, approvals or any other communication from You in order to continue with the provision of the services, You will provide these in a reasonable and timely manner.

Any delay in the provision of the services resulting from Your failure or delay in complying with any of the provisions of these Terms and Conditions shall not be the responsibility or fault of Andiamo.

If in Our sole judgement, You fail, or We suspect that You have failed, to comply with these Terms and Conditions, We may terminate Our agreement at any time without notice and You will remain liable for all amounts due up to and including the date of termination.

## Payment

Payment is due by bank transfer immediately on completion. We will submit an invoice for payment in a timely manner. Expenses will be invoiced at the same time. You must pay in full all amounts owing within 7-days of invoice date.

All respective expenses incurred by us in the performance of the services will be fully reimbursed by You. On Your request prior to payment, We shall provide receipts for expense claims.

Where payment is not received within 7 days of invoice date We may charge interest on a daily basis from the due date for payment until the actual date of payment, both before and after any judgment, at 8% per annum above the Bank of England's base rate.

For larger projects You will be asked to pay the estimated total in stages over the course of the project. We may issue a payment schedule, which will be agreed with You prior to commencement. In this instance payment of Your project is due within 7-days of the issue date on each invoice, or per the agreed payment schedule.

You will be charged as per the amounts detailed in the estimate provided. Where an estimate was not provided, You will be charged at the agreed hourly rate, plus any other reasonable expenses as applicable. If the estimated costs are likely to change once work has commenced due to unforeseen circumstances, You will be consulted on how to proceed.

Variations will be summarised on the invoice for clarity and future reference.

You may be asked to provide a deposit to guarantee Your booking. In this instance, You will be notified in writing.

If Your personal circumstances change during the project, You are obliged to inform Us immediately in order that We may, where feasible, adjust the work specification to suit Your budget. Where We cannot reasonably agree an adjustment to the specification, We may withdraw Our services completely. In this instance You are liable to pay for the work and materials provided up until the point of termination. You may also be liable to cover cancellation costs.

If you find you are unable to pay an invoice, You must state Your reason to Us immediately in writing and no later than 48-hours of the invoice being issued. If You are unhappy with Our services at any time, then please tell Us immediately so We can begin to correct matters.

If there is a difference of opinion over any particular matter, either ongoing or completed, that We cannot settle formally between Us, We will engage the use of a professional mediator. The cost of this will be shared equally by both parties in order that swift resolution be brought to the dispute. Other dispute resolution procedures are available, We are open to these should You feel they are more suitable.

### Third party services

We may provide you with access to third-party tools and/or materials over which We neither monitor nor have any control.

You acknowledge and agree that We provide access to such tools and/or materials "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or

relating to Your use of optional third-party provisions. Any use of the optional tools and/or materials offered is entirely at Your own risk and discretion.

You shall ensure that you are familiar with and accept relevant third-party provider terms. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites.

## Right To Cancel

You have the right to cancel Our agreement within 14-days without providing any reason. To meet the cancellation deadline of 14-consecutive days, it is necessary for You to send Your communication notifying Us of Your decision to exercise Your right to cancel before the cancellation period has expired. We will make the reimbursement without undue delay, and not later than 14-days after the day on which We are informed about Your decision to cancel our agreement.

Your 14-day cooling-off period begins the day after You enter into an agreement with Us.

The cancellation period will expire after 14-consecutive days from the date on which You agreed to proceed with Our services, per Our estimate.

To exercise Your right to cancel, You must notify Us of Your decision in writing. Our contact details are printed at the end of this document for Your reference.

If You have paid up front or made a deposit and cancel in the cooling-off period We will provide a full refund. We will make the reimbursement using the same method of payment used for the initial transaction unless You have expressly agreed otherwise; in any event, You will not incur any fees as a result of the reimbursement.

If You ask for services to be provided during the 14-day cooling off-period and pay up front or make a deposit, We reserve the right to keep what's necessary to cover the cost of services provided up until the date of cancellation.

If We have provided services during the 14-day cooling-off period at your request and You have not paid up front or made a deposit, You agree to pay what's necessary to cover the cost of services provided up until the date of cancellation.

## Data Protection & Confidentiality

Both parties shall take all reasonable measures and precautions to safeguard all confidential information and data in their possession in line with UK law.

Upon completion of the agreed services, or upon demand by you, all confidential information supplied by You will be returned or destroyed. We may retain some confidential information at Our discretion as necessary to comply with UK law.

## Force Majeure

Neither party shall be liable to the other for any failure to perform or delay in performance of its obligations under this Agreement caused by act of God, war, civil disturbance, acts of terrorism, the act of any government or authority (including revocation of any licence or consent), fire, flooding, explosion, natural disasters or other events beyond its reasonable control. Should such an event of force majeure continue for longer than one month, the party adversely affected may terminate this Agreement immediately without further liability other than those liabilities which had already accrued at the date of termination.

## Indemnification

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided without any representation, warranties or conditions of any kind, either express or implied, including all fitness for a particular purpose, durability, title, and non-infringement.

You agree to indemnify, defend and hold harmless Andiamo from any claim or demand, including reasonable attorney's fees, made by any third-party due to or arising out of the Client breach of these Terms or the documents they incorporate by reference, or Your violation of any law or the rights of a third-party.

## Changes to Terms of Service

You can review the most current version of the Terms and Conditions at any time at [www.andiamoassist.co.uk](http://www.andiamoassist.co.uk). We reserve the right, at Our sole discretion, to update, change or replace any part of these Terms by posting updates and changes to [www.andiamoassist.co.uk](http://www.andiamoassist.co.uk). It is Your responsibility to check the website periodically for changes. Your continued use of the Service following the posting of any changes to these Terms constitutes acceptance of those changes.

## Contact information

Questions about these Terms should be sent to [chloe@andiamoassist.co.uk](mailto:chloe@andiamoassist.co.uk).