



TERMS AND CONDITIONS OF SUPPLY

These terms and conditions form the basis on which you can visit me and my Website. Please read them carefully as they contain important information.

General terms and conditions

This site is owned and operated by KMVirtualAssistant of kmvirtualassistant.com. If you have any queries about these terms and conditions or if you have any comments or complaints on or about my Website, you can contact me at kmvirtuala@outlook.com or 07769719420.

1. The contract between me

I must receive payment of the whole of the price for the services that you order before your order can be accepted. Payment of the price for the services represents an offer on your part to purchase the services, which will be accepted by me only when a confirmation of acceptance is sent by me. Only at this point is a legally binding contract created between us.

2. Acknowledgement of your order

To enable me to process your order, you will need to provide me with your e-mail address. I will notify you by e-mail as soon as possible to confirm receipt of your order and to confirm details. For the avoidance of doubt, this correspondence does not constitute a contract between us.

3. Ownership of rights

All rights, including copyright, in this Website are owned by or licensed to KMVirtualAssistant. Any use of this Website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without my permission. You may not modify, distribute or repost anything on this Website for any purpose.

4. Accuracy of content

I have taken care in the preparation of the content of this Website, in particular to ensure that prices quoted are correct at the time of publishing and that all services have been described accurately.

5. Damage to your computer

I try to ensure that this Website is free from viruses or defects. However, I cannot guarantee that your use of this Website or any Websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the Website. Except in the case of negligence on my part, I will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this Website.



6. Availability

The services will be provided within an agreed timescale, and time is not of the essence of the contract.

7. Ordering errors

You are able to correct errors on your order up to the point on which you have signed a contract.

8. Price

The prices payable for services that you order are as set out on my Website. All prices are inclusive of VAT at the current rates and are correct at the time of entering information.

9. Payment terms

An invoice will be sent at the start of each month, this will either be sent through bank transfer or through a relevant platform. Work will not be completed until payment has been received.

If it is not possible to obtain full payment for the services from you, then I can refuse to process your order and/or suspend any further services. This does not affect any other rights I may have.

10. Cancellation rights

10.1 *Where you are a consumer as defined in **The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134** you have the legal right to cancel a month before your next invoice, which the contract is entered into (the Cancellation Period). You do not need to give me any reason for cancelling your contract nor will you have to pay any penalty (unless I have begun the services within the Cancellation Period in accordance with claim 10.5)*

10.2 ***The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134** do not apply if the services you have ordered are of a gambling, banking, credit, insurance, personal pension, investment or payment nature.*

10.3 *In accordance with **The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134** you cannot cancel your contract if the services you have ordered are passenger transport services, services (other than the supply of water, gas, electricity or heating) for which the price is dependent on fluctuations in the financial market, urgent repairs or maintenance where you have specifically requested a visit, accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities (if the contract provides for a specific date or period of performance).*

10.4 *Should you wish to cancel your order, you can use the cancellation form provided at the end of these terms and conditions, or alternatively you can notify me by any other clear statement.*

10.5 *If you require me to begin the services within the Cancellation Period I require you to make an express request to do so. In such cases, your right to cancel continues until either the end of the Cancellation Period (end of the month), or the completion of the services, whichever is the earlier. If you cancel during the Cancellation Period I may charge you for any services provided up until the point when I receive your cancellation notice, and will provide a*



partial and proportionate refund accordingly. Your right to cancel the services will no longer apply once the services have been fully performed.

11. Cancellation by me

11.1 *I reserve the right not to process your order if:*

11.1.1 *Non or late payment*

11.1.2 *Breach of contract*

11.1.3 *Inappropriate or Abusive behaviour*

11.1.4 *Unrealistic Expectations*

12. If there is a problem with the services

12.1 *If you have any questions or complaints about the services please contact me. You can do so at 07769719420 or kmvirtuala@outlook.com*

12.2 *I am under a legal duty to supply services that are in conformity with this contract and in accordance with the Consumer Rights Act 2015 (the Act).*

13. Liability

13.1 *I am only responsible for losses that are a natural, foreseeable consequence of my breach of these terms and conditions. I do not accept liability if I am prevented or delayed from complying with my obligations set out in these terms and conditions by anything you (or anyone acting with your express or implied authority) does or fails to do, or is due to events which are beyond my reasonable control.*

13.2 *Furthermore, I do not accept liability for any losses related to any business of yours including but not limited to: lost data, lost profits, lost revenues or business interruption.*

13.3 *Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit my liability to you for any death or personal injury resulting from my negligence.*

14. Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to me must be in writing and sent to me by email kmvirtuala@outlook.com and all notices from me to you will be displayed on my Website from time to time.

15. Changes to legal notices

I reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.



16. Law, jurisdiction and language

This Website, any content contained therein and any contract brought into being as a result of usage of this Website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

17. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which I exclude my liability to you) the enforceability of any other part of these conditions will not be affected.

18. Privacy

You acknowledge and agree to be bound by the terms of my Privacy Statement.

19. Third party rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

20. Other important terms

Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can submit a complaint to Information Commissioners Office on 03031231113 or via email <https://ico.org.uk/global/contact-us/email/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, England, UK.

PRIVACY STATEMENT



I Katrina Melpuss am committed to respecting and protecting the privacy of anyone using my site and the confidentiality of any information that you provide me with. The purpose of this statement is to set out how I use any personal information that I may obtain from you.

Data Protection Act 1998 ('the Act')

I am registered under the Data Protection Act and comply with the Act in all my dealings with your personal data.

Use and collection of personal information

In general you can visit my Website without telling me who you are and without revealing any information about yourself. If, however, you use my site you will need to register and you will be asked to provide certain information such as your contact details. I will store this data and hold it on computer or otherwise.

I may use information that you provide:

- *To register you with my Website and to administer it.*
- *For assessment and analysis, e.g. marketing, customer and product analysis, to enable me to review, develop and improve my services.*

I may disclose your personal information to third parties:

- *If I am under a legal duty to disclose or share your personal data in order to comply with or meet any legal obligation.*

Cookies

I collect information directly from you in a number of ways. One way is through my use of 'cookies'. Most Websites use cookies in order to make them work, or to work more efficiently, as well as to provide information to the owners of the Website. They help me to understand how my customers and potential customers use my Website so I can develop and improve the design, layout, content and function of the site. Cookies are small text files that are placed on your computer's hard drive by Websites that you visit. They save and retrieve pieces of information about your visit to the Website - for example, how you entered the site, how you navigated through the site and what information and documentation was of interest to you. This means that when you go back to a Website, it can give you tailored options based on the information it has stored about you on your last visit.

Some of my cookies are used to simply collect information about how visitors use my Website and these types of cookies collect the information in an anonymous form.

The rules about cookies on Websites have recently changed. If you are uncomfortable with the use of cookies, you can disable cookies on your computer by changing the settings in the preferences or options menu in your browser. You can set your browser to reject or block cookies or to tell you when a Website tries to put a cookie on your computer. You can also delete any cookies that are already stored on your computer's hard drive. However, please be aware that if you do delete and block all cookies from my Website, parts of the site will then not work. This is because some of the



cookies I use are essential for parts of my Website to operate. Likewise, you may not be able to use some products and services on other Websites without cookies.

To find out more about cookies, including seeing what cookies have been set and how to manage and delete them, visit www.allaboutcookies.org.

If you do not wish to accept cookies from my Website, please leave this site immediately and then delete and block all cookies from this site. Alternatively, you may opt out of receiving information from me by e-mail, telephone, or post. My phone number is 07769719420, or you can e-mail me on kmvirtuala@outlook.com.

Security

I endeavour to take all reasonable steps to protect your personal information. However, I cannot guarantee the security of any data that you disclose online and I will not be responsible for any breach of security unless this is due to my negligence or wilful default.

Your rights

You have the right to ask me not to process your personal data for marketing purposes. I will aim to inform you before collecting your data if I intend to use your data for such purposes or I intend to disclose your information to any third party for such purpose. You can exercise your right to prevent this happening by checking certain boxes on the forms I use to collect your data.

General

You have the right to see personal data (as defined under the Data Protection Act) that I keep about you upon receipt of a written request and payment of a fee of £10. Any request should be sent to:

Katrina Melpuss
83 Kent Road
Grays
Essex
RM176DE

CANCELLATION FORM



To [here the trader's name, geographical address and, where available, fax number and e-mail address are to be inserted by the trader]:

[We/I] hereby give you notice that [We/I] cancel [our/my] contract for the supply of the following services*:

Ordered on/Received on:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s): (only if this form is notified on paper)

Date:

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