



Terms and Conditions

These Terms and Conditions (the “Terms”) apply to all services ordered from or provided to you by Allow Me and by requesting services from Allow Me you agree that these Terms shall apply to those services.

1. DEFINITIONS

In these Terms the following definitions apply:

“Allow Me” or the “Business” means Allow Me Lifestyle Management Chris Southwell.

“Client” or “Member” means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Business supplies their services. Client and Member may be used interchangeably in these Terms.

“Services” means services which the Client or Member has engaged the Business to obtain on the Client or Member’s behalf.

2. IN THESE TERMS THE FOLLOWING RULES APPLY:

- 2.1 Unless the content otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 2.2 The headings contained in these Terms are for convenience only and do not affect their interpretation.
- 2.3 (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
(b) a reference to a party includes its personal representatives, successors or permitted assigns;
(c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
(d) any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
(e) reference to writing or written includes e-mails.

3. THE CONTRACT

3.1 These Terms and any applicable booking form constitute the contract between the Business and the Client for the supply of services by the Business to the Client (the “Contract”) and are deemed to be accepted by the Client by instructing the Business to carry out any task.

3.2 These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by the proprietor or a duly authorized representative of the Business, these Terms prevail over any terms of business or purchase conditions (or similar) put forward by the Client.

3.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Business and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

4. CLIENT OBLIGATIONS

The Client undertakes to provide to the Business sufficient details of the services required, including the time the services are required to be completed, a detailed description of the services and any other relevant information or expectations of the Client. The Client undertakes that the Services shall not be used for any improper, immoral, or unlawful purposes or for any purpose other than indicated in the request. Allow Me reserves the right to refuse service to any person or organization deemed unethical, immoral, illegal or that would present a danger to our staff, clients or a third party.

5. CLIENT MEMBERSHIP FEES, CANCELLATIONS AND RENEWALS

5.1 For the first year of your Membership, Membership Fees shall be confirmed to you prior to acceptance of your Membership application. Any increase or decrease to the Membership Fees for subsequent years of Membership will be notified to all Members in advance of their renewal dates.

5.2 Subject to Clause 5.3, Membership Fees are non-refundable.

5.3 Allow Me reserves the absolute right to cancel or suspend your Membership (at its sole discretion) for any reason whatsoever. If Allow Me cancels your Membership, Allow Me may (at its sole discretion) refund the balance of the current annual Membership Fee on a pro rata basis in respect of the unexpired period to which the annual Membership Fee relates.

5.4 Membership Fees are due on acceptance by Allow Me of your Membership application.

5.5 Allow Me shall not be deemed to have accepted the membership of an applicant until payment of the Membership Fee has been received in cleared funds from the Member. Following receipt of the Membership Fee, membership shall commence on such date as notified to the Member by the Company (the "Effective Date").

5.6 Acceptance by the Company of an application for membership constitutes a binding contractual agreement between the Company and the Member upon these commencing from the Effective Date for a full calendar year.

5.7 Membership is personal to the Member and cannot be transferred to any third party, but with prior approval of the Business services may be provided to (i) third parties, (ii) members of the same family provided all such members reside at the same residential address (iii) Corporate clients on terms and conditions to be agreed.

5.8 Membership shall automatically renew at the expiry of one year from the Effective Date. If you do not wish to renew your Membership you must notify us at least 30 days prior to the expiry date of your current membership.

6. CLIENT MEMBERSHIP - FREE SERVICES

6.1 All Members are entitled to 1 hour of free concierge services for administrative and general queries per month. Any additional services to be provided by Allow Me will be subject to further charge. Any unused 'free-time' cannot be carried over if not used in that year of membership without written consent from the Business.

7. FEES AND CHARGES

7.1 The Client agrees to pay the Business such agreed charges set out in writing, which will be deemed to be accepted by the client by the instruction of carrying out a task.

7.2 The charges shall be invoiced to the Client on a monthly basis and are payable within 14 days by cash, check or bank transfer to our bank account

7.3 All payments relating to invoices raised under this agreement are to be paid directly to the Business.

7.4 The Business reserves the right to charge interest on invoiced amounts unpaid by the due date at the rate of 10% per month from the due date until the date of payment in full. The Business will also charge debt recovery costs as permitted by the Swiss Code of Obligations.

7.5 No refunds shall be payable in respect of the charges of the services provided by the Business.

7.6 In the event the Business intends to increase the stated charges we will notify the Client in writing by either post or email.

7.7 The minimum duration of a booking shall be one hour; any work undertaken in excess of one hour shall be rounded up to blocks of 15 minutes.

7.8 At times the client's card details maybe required to purchase items on the Client's behalf, in this instance written authorization will be required by the client authorizing the Business to undertake the transaction.

7.9 Travel time may be chargeable if the travel distance required to perform the service is over 20km from our offices (located in Horgen) at a rate of 0.80CHF pence per km.

7.10 All charges are inclusive of taxes, including indirect and value added taxes, unless otherwise expressly stated.

8. PLACING A REQUEST

8.1 Members may place requests for Services by phone and e-mail.

8.2 Allow Me, acting reasonably, reserves the right to withdraw any of the Services and/or to refuse to accept any requests at its sole discretion.

8.3 If Allow Me is unable or not obliged to deal with any request, it will inform the Member as soon as reasonably practicable.

8.4 You undertake that all details you provide to us for the purpose of booking, ordering or purchasing products or services are correct, that the debit, credit and/or payment card you use from time to time is your own and that you have sufficient funds to cover the cost of the product or service.

8.5 From time to time the procurement or provision of certain services, products or benefits may incur a Allow Me handling charge (of which you will be notified in advance) and in such event you hereby authorize Allow Me to charge any such handling charges or, alternatively, to invoice you in respect thereof.

9. CONFIDENTIALITY AND DATA PROTECTION

9.1 Information provided to the Business by the Client will not be shared with any third parties without prior written consent by the Client, unless required by any authority that has a legal right to such information.

9.2 The Business will ensure that all Client information which is supplied to it is preserved in compliance with relevant data protection laws.

10. SUPPLIERS

10.1 The Business will use reasonable endeavors to ensure that all third party suppliers used by the Business are reputable and offer quality and value to their customers.

10.2 The Business is not responsible or liable for the actions, omissions, goods, products or services provided by any supplier or its employees and/or agents. The Business is acting only as an agent.

10.3 No guarantees can be given on behalf of any suppliers. The Client will be subject to the terms and conditions of any supplier in connection with the supply to the Client of any goods or services by the supplier.

11. TRAVEL SERVICES

11.1 The Business is not an authorized travel agent or tour operator but only act as an introductory agent between the Client and the travel service provider.

11.2 The Client will be subject to the Terms and Conditions of the travel or holiday operator for any travel services.

12. TICKETS

12.1 The Business may obtain tickets for events through agents or auction sites.

12.2 The Client 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.

12.3 In the event of a show being cancelled for any reason, only the face value of the tickets can be refunded subject to this being recoverable by the Business, any additional charges that may have been applied are non refundable.

12.4 The Business is not responsible or liable for failure by any ticket agent or auction site to deliver tickets on time.

12.5 The Client will be subject to any terms and conditions of the ticket agent or auction site for any tickets.

13. LIABILITY

13.1 Clients and Members must rely on their own judgment and discretion in selecting and using the Services offered by a third-party supplier and in entering into any third-party contracts with a supplier. Allow Me is acting as an agent for all goods and services provided, and cannot be held responsible for any injury, loss, damage or delay resulting out of or in connection with any act, error, omission or default of a third party supplier.

13.2 Any contracts which Client or Member enters into with suppliers are independent and not connected to or subject to these Terms. The Business expressly disclaims any and all liability for any act or omission of any supplier or any loss incurred by a Client or Member as a result of any act or omission of a supplier.

13.3 On occasions, the Business may be asked to make recommendations to Clients or Members. When making such recommendations, the Business shall use reasonable endeavours to ensure that such recommendations are accurate. However, the Business does not warrant to Clients or Members that such recommendations are accurate or that they will be to the Client's or Member's own satisfaction. Clients and Members must make and rely on their own enquiries and judgement in relation to such recommendations. The Business accepts no liability for any goods or services provided to a Client or Member in the course of acting upon such a recommendation.

13.4 The Business does not limit its liability for death or personal injury caused by its gross negligence or that of its employees.

13.5 To the fullest extent permitted by law, the Business's liability, whether arising from negligence, tort, breach of contract or other obligation or duty is limited to the cost of providing the Services and Clients and Members acknowledge and agree that they are responsible for making their own arrangements for the insurance of any excess loss.

13.6 Subject to clause 13.5, the Business has no liability to any Client or Member for any claim to the extent that such claim is or can be characterised as a claim for (or arising from):

13.6.1 loss of revenue or profits;

13.6.2 loss of business opportunity or loss of contracts;

13.6.3 loss of goodwill or injury to reputation;

13.6.4 indirect, consequential or special loss or damage; or

13.6.5 anticipated savings.

13.7 The Business shall not be liable to any Client or Member and will not be deemed to be in breach of these Terms for any delay in performing or failure to perform the Services where such delay or failure is due to causes or events beyond the Business's reasonable control.

13.8 The Business warrants that it will, at all times, exercise reasonable care and skill in providing the Services and, so far as reasonably practicable, such provision will accord with the Client or Member's request and instructions.

13.9 The Business does not provide any recommendations or representations or offer any warranties as to the quality, fitness for a particular use or otherwise of the goods or the standard of Services supplied.

14. TERMINATION OR MODIFICATION OF ASSIGNMENT

14.1 The Client may cancel services booked and be entitled to full refund if the Client gives notice least 6 hours prior to the scheduled time of commencement of Services.

14.2 In cases where the Client has not provided more than 6 hours' notice, the Business reserves the right to charge a cancellation fee of 50% of the service charge.

14.3 The Client may change the date of the services booked without any penalties, providing the Client gives 6 hours' notice of such change.

14.4 Where the Business has already commenced the services and the Client wishes to cancel, the Client will not be entitled to any refund and will be liable for full payment of all services which have been carried out.

14.5 In the event the Client cancels goods or services directly from a supplier, the Client is bound by the terms and conditions of the supplier.

15. FORCE MAJEURE "FM"

15.1 A FM event means an event beyond the reasonable control of the Client or the Business including without limitation a strike, lock-out, labor dispute, act of god, war, civil commotion, malicious damage, compliance with a law or government order, rule, regulation or direction, accidental breakdown of plant or machinery, fire, flood, storm, terrorist activity, traffic incident and other circumstances affecting the supply of the services.

15.2 Neither the Client or the Business shall be responsible to the other for any delay in performance or non-performance due to the FM event. On occurrence of a FM, the Business 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.

16. NOTICES

All notices which are required to be given in accordance with this Contract shall be in writing and may be delivered personally or by post to the known address of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email. By such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email, when that email or has been sent.

17. SEVERABILITY

If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent such provision shall, to that extent be severed from the remaining Terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

18. GUARANTEE

18.1 The unconditional and irrevocable guarantee for payment of all the financial obligations of the Client to the Business granted by the Clients in consideration of the Business agreeing to supply services to the Client on credit terms (the "Guarantee") shall be a continuing security and shall not be discharged by any intermediate settlement of the account.

19. RIGHTS OF THIRD PARTIES

19.1 The Terms are for the benefit of you, the Client and the Business, they are not intended to benefit or be enforced by anyone else.

19. COPYRIGHT

20.1 Allow Me and the website www.allowme.ch and its information is protected by copyright and appropriate intellectual property laws and is the sole property of Chris Southwell. Any unauthorized use, copying, rewriting, publication, broadcasting or distribution of this website and its contents is strictly prohibited.

21. CONTACT

21.1 Any inquiries or complaints should be addressed to Chris Southwell at 0765005647 or by email, chris@allowme.ch, or by writing to us at the address below. Complaints will only be considered by contact not more than 7 days after the Services have been completed.

I acknowledge and agree to the Terms set out herein:

Place and Date:

Member

Place and Date:

The Business

Chris Southwell - Founder
Allow Me Lifestyle Management,
Einsiedlerstrasse 420
8810 Horgen

Allow Me is committed to protecting your privacy. Please read the following information carefully to understand our views and practices regarding your personal data and how we will look after it.

Information Collected:

We may collect and process the following data about you:

- information that you provide by filling in forms (both on and offline) including, for example, membership application forms, satisfaction surveys, sign-up forms to newsletters, bulletins etc;
- information collected over the telephone and through written correspondence (both on and offline) when you make enquiries and reservations, during members satisfaction surveys etc;
- information about your use of our services; and
- details of purchases you arrange through us and the preferences you express to us.

Unfortunately the transmission of information via the internet is not completely secure. Although we have strict procedures and security measures in place, we cannot guarantee the security of your data transmitted to us by email. Some of the data we collect and process may include **sensitive** data.

How We Store Your Personal Data:

By submitting your data to us, you agree to the storage of the data in our databases and on our computers. Your data will also be stored on our secure servers. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy. Once we receive your information, we will use strict procedures and security features to try to prevent unauthorised access to the data.