

Terms & Conditions for Answer Package

Your AllDayPA Account

AllDayPA is an online office and personal assistant/secretarial service and is designed to provide a personal and business tool for both individuals and businesses including professionals, students, small and medium-sized enterprises and large companies. The service is provided by ADP Call Centres Ltd, 3 Peel Cross Road, Manchester, M5 4DT (Company No: 3908228) and its suppliers ("we"/"our"/"us"). In order to be able to use any part of AllDayPA you are required to complete AllDayPA's registration process to obtain an AllDayPA account. You agree to keep your AllDayPA account password secret at all times and to inform us and change it if you believe that another person has become aware of it. You are solely responsible for all use or misuse of your username and password, and any losses or damages arising from such use or misuse. You confirm that all information supplied by you to us is current, complete and accurate in all respects and you agree to notify us immediately of any changes to this information. If you have (or we believe that you have) provided false information or have (or we believe that you have) failed to notify us of any changes then we shall have the right to terminate your AllDayPA account (see Termination below). As part of our registration and security procedures, you will be required to provide a copy of a landline telephone bill or utility bill, in your name, matching the billing address for the registered card. Should you not have this available, please contact our Activation Team on 0345 056 1234 to make alternative arrangements. Failure to provide the required information will result in the temporary suspension of your AllDayPA account. We shall comply with all applicable Data Protection laws in the UK. For a description of how we use your personal data, please see our Privacy Policy.

Services

AllDayPA offers registered users the following services:

Call Answering (Answer Package)

When committing to the Answer package the first month charge will be debited to your card immediately. You will be liable for call charges that exceed the monthly quota at the quoted rate.

If for whatever reason you are not entirely satisfied with the service and wish to cancel we require 30 day's notice from your next billing date to change the tariff or to cancel. We may suspend or terminate your use of AllDayPA until you have made all payments due. Written notice shall only be deemed acceptable if it is emailed to cancellations@customerservice.alldaypa.com or posted to the ADP Call Centres Ltd, 3 Peel Cross Road, Manchester, M5 4DT. For more information on the AllDayPA Answer package please call the sales team on 0345 056 8888.

When a promotion or tariff involves prepayment of a certain number of calls or minutes in advance this shall be credited once funds have been received and within 24hrs thereof.

As a registered member we will endeavour to answer your calls 24 hours a day, 7 days a week, 365 days a year. Your telephone number is your bespoke communication line and your call answering details can be amended at any time. You can use your telephone number as a personal message taking service or as a call transferring service. All your messages can optionally be sent to your personal mobile by SMS. You can also divert any land line or mobile number to your telephone number.

Dashboard

The Dashboard provides you with secure access to information that is normally found at your physical workplace. Access to, and use of the Dashboard is available free of charge to registered members after any agreed set up fee, activation fee and any monthly subscription is debited from your credit/debit card.

International Number

If the member has opted to use an International number provided by company as the member's AllDayPA number, then the member agrees that the member is aware that in some cases these numbers cannot receive more than one concurrent call at a time. The limitations are not due to the company's technology but the limitations of the providers from which AllDayPA obtain these numbers.

Billing

We will charge your credit/debit card on a monthly basis (or earlier if you reach your billing threshold). AllDayPA will email your invoice to your AllDayPA Dashboard. After issue of this invoice your registered credit/debit card will be charged. All charges incurred during any billing period must be paid in full, including and without exception any VAT or other charges. If the credit/debit card payment is rejected we will charge an additional administration fee, plus interest on the sum due, from the date when such payment was due until the date of actual payment at a rate per annum of 4% above the base rate from the Barclays PLC. Such interest shall accrue from day to day and shall be compounded annually. Furthermore, in certain circumstances we may disclose such failure to pay to a debt collection agency or a credit reference agency. The registered member, its company and the company directors are all jointly and severally liable for AllDayPA charges accrued and also any chargebacks from the registered credit/debit card. You acknowledge that AllDayPA can debit any credit card or debit card registered against any of your accounts for any amount outstanding to us for each account. Your credit / debit card authority remains in place until all such accounts are paid in full. Any monies paid to us as future credit on your AllDayPA account are non-refundable and can only be used for credit against services provided by AllDayPA to you. For more information, see our Privacy Policy.

Billing is charged on a "Per minute basis" for all tariffs with all inbound and outbound calls being rounded up to the nearest whole minute unless a Per Second rate tariff has been agreed in writing by the company with Member. For all per second based tariffs where the company has explicitly confirmed that the tariff is based on a per second usage then all calls shall be rounded up to the nearest second. All "Per Call" based tariffs are subject to a fair usage policy which shall vary from member to member and tariff to tariff and set out in the individual agreed terms with the member in the absence of this agreed policy the default fair usage policy shall be based on a per call length of no more 3 minutes per call.

User Content and Restrictions

You acknowledge that you are responsible for all information, data, text, software, music, sound, photographs, graphics, video, messages and other materials ("User Content") that you upload, post, email or otherwise transmit or receive via AllDayPA, or that we produce for you as part of the service. We shall have the right, in our sole discretion, to remove, block or refuse to produce any User Content that – is unlawful, abusive, defamatory, obscene or otherwise objectionable. In particular you agree not to upload, post, email or otherwise transmit via AllDayPA any material that: is harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; or – infringes any patent, trademark, trade secret, copyright or other proprietary rights; or – contains software viruses or any other computer code, files or programs designed to interrupt, damage, destroy functionality of any computer software or hardware or telecommunications equipment. Please note that: currently the Call Answering and Secretarial services can receive calls from within the UK and the majority of countries around the world. Any telephone number allocated by us to you will remain our property at all times and we may reallocate such number at our sole discretion. Nothing in our agreed terms constitutes you having any rights or ownership of the telephone number allocated to you for use during such period as we deem necessary whilst we undertake the answering of calls that you have directed to us by way of the telephone number allocated to you. We reserve the right to temporarily or permanently discontinue or to restrict your access to parts or all of AllDayPA and/or the telephone number allocated to you at any time without notice or liability. AllDayPA contains hyperlinks to web sites operated by other parties. Such hyperlinks are provided for your reference only. We make no representations or warranties about those sites or their content nor that the links work. We reserve the right to restrict the total storage space occupied by your User Content, the right to restrict the size of individual documents and images and the right to remove any emails (including attachments) which are more than 3 months old. You agree not to: – interfere with or disrupt the AllDayPA service in any way; – impersonate any person or entity, including, but not limited to, an AllDayPA official, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity; – send "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation; – forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the Service; – other than in the ordinary course of use of AllDayPA, reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the AllDayPA service, use of the AllDayPA service, or access to the AllDayPA service; – use the AllDayPA service for any unlawful activity.

DATA PROTECTION

The Company and the Member (You) acknowledge that for the purposes of the Data Protection Act 1998 and 2018 General Data Protection Regulations ("DPA/GDPR") (as may be amended, extended, re-enacted or superseded by General Data Protection Regulation (Regulation (EU) 2016/679)), You (the Member) are the data controller and The Company is the data processor in relation to personal data as defined in section 1(1) of the DPA ("personal data").

For the purposes of these terms and conditions & this contract entered into by You the Member with the Company the “process” shall include (without limitation) the collection, monitoring, recording, storage and disposal & deletion of Personal Data. All Personal Data relating to You (the Member), Your (the Member)’s directors, employees, contractors and consultants and any person(s) or organisation from whom The Company receives a telephone call, facsimile or e-mail for or on behalf of You (the Member) (a “caller”) shall be processed strictly in accordance with the DPA and on the given instructions of You (the Member).

The Company shall take the measures deemed appropriate, whilst having regard for all costs & technical development associated with doing so, against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to the risk.

The Company confirms and You (the Member) acknowledges that calls may be monitored or recorded for training purposes and such recordings shall be held for a period of time not exceeding 30 days by the Company in the UK.

The Company shall ensure making all reasonable endeavours that all Company personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential & at the written direction of You (the Member) the Company shall, delete or return Personal Data and copies thereof to You (the Member) on termination of the Contract. The Company shall assist You (the Member), at Your (the Member’s) cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the DPA. The Company shall notify You (the Member) without undue delay upon becoming aware of any breach of the provisions of this clause. In the event that The Company breaches any or all of the above mentioned provisions of this clause, You (the Member) reserves the right to terminate the Contract forthwith without notice to The Company. You (the Member) acknowledges and agrees that details of Your (the Member’s) name, address and any payment details, methods or records may be submitted to a credit reference agency, and Personal Data will be processed by and on behalf of The Company in connection with the Services. You (the Member) warrants that the Contract and the Services provided under it will not amount to any breach of any contract or arrangements it has with any of its members or customers.

Intellectual Property

“AllDayPA” is a trade mark. You may not use this or any other trademarks on AllDayPA without prior written permission of the owner or licensor. The general contents of AllDayPA and the way that they are presented are protected by copyright and may not be reproduced, in whole or part, in any form or used in any other way except in accordance with these terms and conditions. You may download and/or print off the visible text and graphics for your personal non-commercial use from the parts of AllDayPA which are generally accessible to all users. You may also download and/or print off User Content. However, you may not reproduce any of the other contents from AllDayPA including, but not limited to, the structure, overall style and program code.

Limitation of Liability

We shall use reasonable skill and care in providing AllDayPA to you. Except as expressly provided in these terms and conditions, we expressly disclaim, to the extent permitted by law, any further representations (except misrepresentations made fraudulently), warranties, conditions or other terms, express or implied, by statute, collaterally or otherwise, including but not limited to implied warranties, conditions or other terms of satisfactory quality, fitness for a particular purpose or reasonable care and skill. In particular, we shall not be liable to you for any mistakes made in connection with the Call Answering and Secretary services. We shall not be liable in contract, tort (including negligence), statutory duty or collaterally or otherwise arising out of or in connection with these terms and conditions or AllDayPA for consequential, indirect or special loss or damage or any economic loss (including loss of revenues, profits, contracts, business or anticipated savings), in each case whether or not advised of the possibility of such loss or damage and howsoever incurred. Our maximum liability in contract, tort (including negligence), statutory duty or collaterally or otherwise arising out of or in connection with these terms and conditions and/or AllDayPA, shall, in respect of one or more events or series of events (whether connected or unconnected) taking place within any twelve-month period be limited to the lesser of £50 or the sums paid by you in such period. Notwithstanding any provision of these terms and conditions: (i) your statutory rights as a consumer are not affected; (ii) we will be liable to you without limit for any death or personal injury caused by our negligence and to the extent that liability arises by liability to you without limit for any death or personal injury caused by our negligence and to the extent that liability arises under Part 1 or section 41 of the Consumer Protection Act 1987 and for liability arising from statements made fraudulently by us.

Security

It is very important to us to keep information about you and User Content confidential and secure and we will use reasonable endeavours to keep your information and User Content confidential and secure. However, we cannot ensure or warrant the confidentiality or security of any information or User Content. You also agree that we have no responsibility or liability for the deletion or failure to store any messages or other User Content maintained or transmitted by AllDayPA.

Indemnity

If you use AllDayPA for any illegal purpose or for any purpose other than that expressly permitted by these terms and conditions or in breach of these terms and conditions you will be liable to indemnify us in full for any loss, liability or cost which we incur that arises from or in connection with any such use or alleged use.

Modifications

We may change or supplement these terms and conditions from time to time, including, without limitation, the charges. We will ensure that any such changes or supplements are made reasonably apparent to you and we will send an email to your AllDayPA email address at least [14] days in advance. If we do change or supplement these terms and conditions, then you may terminate this Agreement in accordance with the provisions set out below (see Termination below). Otherwise, you will be bound by such changes or supplements. Any modifications to any member scripts or member process subsequent to activation shall be chargeable at the sole discretion of AllDayPA. Quotations for changes shall be provided upon receipt of a written request for the modification from the member. Payment shall be taken prior to any amendments being initiated.

Complaints

We are dedicated to providing you with a quality service. However, in the unlikely event that you should have a complaint with regard to AllDayPA please send an email to complaints@customerservice.alldaypa.com. We will use reasonable endeavours to investigate your complaint and respond to you within 48 hours of receipt of your email.

Cancellation and Termination

You have the right to cancel your registration for the AllDayPA services within 7 working days of your registration, subject to you not accessing the Dashboard and using the service. Should you wish to do this, please notify us by emailing us at cancellations@customerservice.alldaypa.com. You may terminate this Agreement at any time by giving us no less than 30 day's notice from your next billing date, in writing. You may also terminate this agreement by giving us no less than 14 days advance notice from the date on which we change or supplement these terms and conditions. You agree that we, in our sole discretion, may terminate your AllDayPA account immediately (including, without limitation, your username, password, Dashboard) for any reason including, without limitation, for lack of use, failing our background checks or if we believe that you have violated or acted inconsistently with these terms and conditions. In particular, we reserve the right to terminate your Call Answering and registration and telephone number. Your monthly subscription is non-refundable and we require 30 days notice from your next billing date to change the tariff or to cancel. We may suspend or terminate your use of AllDayPA until you have made all payments due. If you have opted for the pay per minute tariff, then the final monthly fee shall be charged to your last bill at time of cancellation as a final charge. Terms of cancellation and termination may vary for the money back guarantee offers as stated above.

Referral Scheme

We operate a bonus scheme at our discretion for anyone referring new business to AllDayPA for the "Answer Package" Programme. For each successful referral that signs up with AllDayPA, the referrer receives £50.00 AllDayPA credit and the referral receives £50.00 AllDayPA credit. This credit will be allocated to the respective accounts after one month of registering. Referral credit will be allocated to one AllDayPA account and does not bonus multiple accounts set up for the same member.

We may from time to time, offer a promotional scheme of a different referral credit or value, this is at our discretion. The same rules apply; this credit will be allocated to the respective accounts after one month of registering. Referral credit will be allocated to one AllDayPA account and does not bonus multiple accounts set up for the same member. The referral must sign up on a minimum subscription basis at the discretion of the company which may be varied from time to time.

The procedure for referring someone to us is to contact the Sales Department by e-mailing us the referral details. If your referral calls us in the first instance – please can you ensure that they mention your name upon speaking to the Sales Team. This secures the correct allocation of credit if your referral successfully registers with us.

Associated members and colleagues or multiple owners / accounts will not receive referral credit. This scheme is for the referral of brand new members to AllDayPA only.

General

These terms and conditions are governed by English law and any dispute connected with this site is subject to the exclusive jurisdiction of the English courts. To the extent that any provision of these terms and conditions is determined to be invalid, unlawful or unenforceable then that provision shall be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these terms and conditions shall continue in effect. You acknowledge that you have entered into these terms and conditions in reliance only on the representations, warranties and promises specifically contained or incorporated in these terms and conditions and, save as expressly set out in these terms and conditions, we shall have no liability in respect of any other representation, warranty or promise made prior to these terms and conditions unless it was made fraudulently. Any rights not expressly granted in these terms and conditions are reserved.