

Terms and Conditions

1. About this agreement

- 1.1 **This Agreement.** The above Virtual Assistant Services Agreement table and these Terms and Conditions together form the entire agreement between you and us and governs the provision of our Services to you (as described above). By signing above, you and we both agree to these terms and conditions.
- 1.2 **Term.** This Agreement begins on the final date of signature (**Effective Date**) and will continue until terminated in accordance with clause 9.
- 1.3 **Defined Terms.** Any defined terms are either set out in the above Virtual Assistant Services Agreement table or in these Terms and Conditions where first used.

2. Fees and payment terms

- 2.1 **Fees.** You agree to pay us the Fees set out in the table above, in accordance with the Invoice Terms.
- 2.2 **Retainer Fees.** You agree and acknowledge that if you use a retainer service with us, then any un-used hours will not be rolled over to the following period, and that the fees for the full retainer need to be paid without any deductions for any unused hours.
- 2.3 **Additional fees.** If we incur additional expenses when providing the Services to you, you will reimburse us for pre-approved reasonable expenses that are documented with corresponding receipts.
- 2.4 **VAT.** VAT is not chargeable on the Services we provide.
- 2.5 **Interest.** We will charge you interest at the rate of 8% per annum above the base rate of the Bank of England on any sums which remain unpaid. Interest will accrue on a daily basis from the due date for payment until the actual date of payment.
- 2.6 **Fee increases.** Our Fees may change from time to time. We reserve the right to increase our Fees on an annual basis each April. We will notify you in advance of any fee increases and you will have the option to terminate this Agreement if you are unable to agree the new fees.

3. Status

- 3.1 **Independent Contractor.** We will at all times be an independent contractor and our work activities and working methods will at all times be exclusively for us to determine, supervise, direct and control. You will not seek to supervise, direct or control us in the provision of any of the Services.
- 3.2 **Responsibility of Services.** We will at all times be exclusively responsible for organising, and entitled to organise, where, when, how and in what order the Services are provided, but shall liaise with you to ensure that account is taken of the impact of the timing of the provision of the Services.
- 3.3 **Free to engage or provide services to others.** The engagement under this Agreement is mutually non-exclusive, that is to say that at any time we are able to provide, to other clients, services which are the same as or similar to the Services, and you may engage other contractors to provide you with services which are the same as or similar to the Services.
- 3.4 **Substitution.** We may, in our complete discretion, on one or more occasions, substitute ourself for any other assistant engaged on the Services provided that any assistant chosen by us has the requisite skills and experience to perform the Services. We will use all reasonable endeavours to avoid or minimise such

changes or additions and to consult with you beforehand about any such proposed change in engagement of persons carrying out the Services. You will only be entitled to refuse to accept any such assistant if in your reasonable opinion they are not suitable due to lack of skills, or experience.

3.5 **Responsibility for Substitute.** Any act or omission of any substitute assistant shall, for the purposes of this Agreement, be deemed to be an act or omission of us.

3.6 **No continuing obligations.** The engagement and appointment of us under this Agreement to provide the Services does not create any mutual obligations on the part of you or us to offer or accept any further contract, engagement or services. No continuing relationship will be created or implied.

3.7 **Relationship Status.** Nothing in this Agreement shall be deemed to create any partnership, joint venture, agency or employment relationship between us.

4. Providing the Services

4.1 **Your warranties.** You represent and warrant that you:

- (a) can legally enter into this Agreement and grant all relevant rights,
- (b) will perform your obligations under this Agreement in compliance with all applicable laws, rules and regulations,
- (c) will cooperate with us in all matters relating to the Services,
- (d) will provide us with all the necessary information, materials and assistance we may reasonably require (including the information set out in the Client Responsibilities section of the table above), in order to supply the Services, and ensure that such information is complete and accurate in all material respects.

4.2 **Our warranties.** We represent and warrant that we:

- (a) can legally enter into this Agreement and grant all relevant rights,
- (b) will perform our obligations under this Agreement in compliance with all applicable laws, rules and regulations,
- (c) will provide our Services with reasonable care and skill and in accordance with industry standards, and
- (d) will provide you the Services as described in the Agreement.

4.3 **Timing.** All timings for provision of Services will be agreed in advance with you. We will use all reasonable endeavours to meet any performance dates or turnaround timings, but any such dates are estimates only and failure to perform the Services by such dates will not give you the right to terminate this Agreement.

4.4 **Suspension of Service.** If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed above, then we will be entitled to suspend performance of the Services until you remedy your default and we may be entitled to terminate the Agreement if the default persists. We will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services as a result of your default.

5. Intellectual Property

- 5.1 **IP Ownership.** Each party retains ownership of their own respective IP (defined in section 5.6). Subject to clause 5.2, all IP Rights arising out of or in connection with the Services (other than IP Rights in any materials provided by you) will be owned by us.
- 5.2 **IP Assignment for Deliverables.** For any services provided by us in relation to creative, graphic, website and copywriting services, you will become the owner of all the IP in any content created by us. In consideration of the Fees paid, we will assign to you, absolutely with full title guarantee all IP in the specific Deliverables listed in the section of the front table of this Agreement entitled 'Deliverables'.
- 5.3 **Waiver of Moral Rights.** In consideration of the Fees paid, we unconditionally and irrevocably waive, in respect of the Deliverables, all moral rights to which we may now be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time.
- 5.4 **IP Licence from us.** We agree to grant you a fully paid-up, irrevocable, worldwide, non-exclusive, royalty-free, perpetual licence to copy, use, exploit and retain the any other IP (owned by us) for the purposes of receiving and using the Services in your business. You may not sub-licence, assign or otherwise transfer the rights granted in this clause 5.4.
- 5.5 **IP Licence from you.** You agree to grant us a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual licence to copy and modify any materials provided by you to us for the term of this Agreement for the purpose of providing the Services to you.
- 5.6 **IP Indemnity.** You will indemnify and keep us indemnified at all times against any and all actions, claims, proceedings, costs and damages, and all legal costs and other expenses reasonably incurred by us, or for which we may become liable, with respect to any intellectual property rights infringement claim relating to or arising out of our use of your intellectual property whilst providing the Services.
- 5.7 **Meaning of IP** For the purposes of this Agreement, 'intellectual property' and 'intellectual property rights' means, any copyright and related rights, database right, patents, domain names, registered designs, design rights, trade marks, trade names, logos, trade secrets and know how, rights in performances, rights in goodwill or to sue for passing off, moral rights, the right to make applications for registration of any of the above (or rights of a similar nature) anywhere in the world (a) existing now or at any time in the future; and (b) whether registered or registrable or not.

6 Confidentiality

- 6.1 **Definition. Confidential Information** means all information relating to a party that is marked as confidential or would reasonably be considered confidential under the circumstances in which it is shared. This includes information relating to fees, pricing, book ideas, scope of services, know-how and this Agreement.
- 6.2 **Exceptions.** Confidential Information does not include information that is:
- 6.2.1 in the public domain not by breach of this Agreement,
 - 6.2.2 already known by the receiving party at the time of its disclosure,
 - 6.2.3 lawfully received by a party free of any obligation of confidentiality at the time of its disclosure,
 - 6.2.4 independently developed by a party without access to or use of Confidential Information, or
 - 6.2.5 expressly indicated as not confidential.
- 6.3 **Obligations.** Each party agrees to:

- 6.3.1 maintain the confidentiality of any Confidential Information shared by the other party,
- 6.3.2 not disclose, copy or modify the Confidential Information without the owner's prior written consent,
- 6.3.3 only use Confidential Information in connection with its performance of this Agreement,
- 6.3.4 promptly notify the other party upon becoming aware of any breach of these obligations, and
- 6.3.5 promptly destroy or return any Confidential Information it holds upon the owner's request, except if required by legal or regulatory obligations to retain copies of Confidential Information which must be securely stored in archival or computer back-up systems and remain subject to this Agreement's terms.

6.4 Permitted disclosure. Each party may disclose Confidential Information to its affiliates, employees, directors or advisors (**Permitted Recipients**) on a strictly "need to know" basis who are bound in writing to confidentiality obligations similar to the terms set out in this Agreement. Each party is responsible for all acts or omissions of its Permitted Recipients which would constitute a breach of this Agreement if it were a party to it.

6.5 Necessary disclosure. Each party may disclose Confidential Information if required by law provided that they notify the owner as soon as possible, if legally allowed, and take reasonable steps to limit disclosure.

6.6 Confidentiality term. The confidentiality obligations contained in this Agreement will continue for 3 years after the expiration or termination of this Agreement.

7 Liability

7.1 Limits on liability. Each party's total liability to the other will not exceed the amount of all fees and expenses paid by you in the 12 months before the date on which the claim arose. However, this limitation will not apply to any breaches of your intellectual property or product liability obligations.

7.2 No indirect losses. Neither party will be liable to the other for any:

- 7.2.1 loss of profits;
- 7.2.2 loss of business;
- 7.2.3 loss of anticipated savings;
- 7.2.4 special, indirect, consequential losses; or
- 7.2.5 pure economic loss, costs or damages.

7.3 No unlawful exclusions. Nothing in this Agreement will limit either party's liability for fraud/fraudulent misrepresentation or death/personal injury caused by negligence.

7.4 Disclaimer of warranties. All warranties, conditions and other terms implied by statute or common law are excluded from this Agreement, to the fullest extent legally permitted.

8 Data Protection

8.1 Data Protection. We will use any personal information you provide to us to (i) provide the Services; (ii) process your payment for the Services; and (iii) inform you about similar services that we provide, but you may stop receiving these at any time by contacting us. We will process your personal data in accordance with our Privacy Policy, the terms of which are incorporated into this Agreement.

8.2 Data Protection Compliance. Both parties will comply with all applicable requirements of the Data Protection Legislation.

- 8.3 **Data Protection Roles.** During the term of this Agreement, and in relation to any personal data you share with us, we agree that you will be the data controller and we will be the data processor. For the purposes of this Agreement, the scope, nature and purpose of processing of personal data by us is in relation to the processing of personal data of your clients/customers whilst providing our Services to you.
- 8.4 **Data Processing Consents.** You will ensure that you have all necessary appropriate consents and notices in place to enable the lawful transfer of any personal data to us, for the duration and purposes of this Agreement. You will indemnify us in full for all liabilities, costs, expenses, damages and losses suffered or incurred by us arising out of or in connection with your breach of this clause.
- 8.5 **Data Processing Obligations.** We will, in relation to any personal data processed in connection with the performance of our Services under this Agreement:
- 8.5.1 process that personal data only in accordance with your instructions;
 - 8.5.2 ensure that we have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against loss or destruction of personal data, appropriate to the harm that might result having regard to the state of technological development and the cost of implementing any such measures;
 - 8.5.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential, safe and secure;
 - 8.5.4 not transfer any personal data outside of the UK unless we have provided appropriate safeguards are in place in relation to the transfer and that we have complied with our obligations under the relevant data protection legislation by providing an adequate level of protection to any personal data that is transferred;
 - 8.5.5 assist you, at your cost, in responding to any request from a data subject and in ensuring compliance with our obligations under the data protection legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 8.5.6 notify you, as soon as reasonably possible, on becoming aware of a personal data breach of any of your or your clients personal data;
 - 8.5.7 on your written request, delete or return any personal data we hold about you or your clients; and
 - 8.5.8 maintain complete and accurate records and information to demonstrate our compliance with this data protection clause.

9 Termination

- 9.1 **Termination for Breach.** Either party may immediately terminate this Agreement on written notice to the other if the other party repeatedly fails to adequately perform its obligations (such as your failure to pay for the Services, or our failure to deliver the Services in accordance with this agreement).
- 9.2 **Termination for Convenience.** Either party may terminate this agreement by providing the other party with one month's written notice.

10 Other Important Terms

- 10.1 **Insurance.** We have in place, and will maintain during the term of this Agreement, adequate professional indemnity insurance with a reputable insurance company.

- 10.2 Assignment.** Neither you or we may assign this Agreement to any third party without the other party's prior consent, however either party may assign this Agreement to its affiliates or successors in title at any time.
- 10.3 Force majeure.** Neither party is liable or will be in breach of this Agreement for any delays or failures in their performance resulting from an event beyond their reasonable control (a **Force Majeure Event**). If a Force Majeure Event occurs, the affected party will promptly notify the other and provide details about the event and when it started. If the event continues for more than 15 days, the unaffected party may immediately terminate this Agreement by providing written notice to the other party.
- 10.4 Amendments.** Any variation to this Agreement must be mutually agreed in writing.
- 10.5 Notices.** All notices under this Agreement must be in writing and sent through email or post to the email address or address set out at the start of this Agreement.
- 10.6 Severability.** If any term of this Agreement is found to be void or unenforceable by a court of competent jurisdiction, the rest of this Agreement will remain in full force and effect.
- 10.7 Governing law and jurisdiction.** This Agreement is governed by the laws of England & Wales and any disputes arising from it will be settled exclusively by the courts of England.
- 10.8 Copies.** This Agreement may be executed in counterparts via electronic signatures, each of which is an original, and all of which constitute one and the same.