

# Terms & Conditions of Sale

Any information displayed on our website is bound by our Privacy Policy found on the relevant webpage of our website [here](#).

A copy of these terms and conditions is also available upon request by contacting us via the Contact webpage on our website. This can be found [here](#).

## Terms & Conditions

### BACKGROUND

VA Services (trading as [www.va-services.co.uk](http://www.va-services.co.uk) and VA Services) provides Virtual Assistant services to business customers. These Terms and Conditions shall apply to the provision of services by us to our customers.

Use of our services signifies your acceptance and agreement of the terms of this Agreement.

### 1. DEFINITIONS AND INTERPRETATIONS

**1.1** In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Agreement” means the agreement entered into between you and us incorporating these Terms and Conditions (or variation thereof agreed upon by both Parties) which shall govern provision of the Services;

“Business Day” means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in London;

“Commencement Date” means the date on which provision of the Services will commence, as defined in the Agreement;

“Confidential Information” means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

“Data Protection Legislation” means 1) unless and until EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations, and secondary legislation (as amended from time to time), in the UK and subsequently 2) any legislation which succeeds the GDPR;

“Fees” means any and all sums due under the Agreement from you to us, as specified in the Agreement and as set out in the Pricing Plan;

“Pricing Plan” means the package of hours agreed to be purchased by you at the price stipulated on the Sign Up page of our Website and in clause 5 of this Agreement;

“Restricted Person” shall mean any firm, company or person employed or engaged by us or any Group Company during the term of this Agreement who has been engaged in the provision of the Services or the management of this Agreement either as principal, agent, employee, Virtual Assistant, independent contractor or in any other form of employment or engagement if they were involved in any capacity in any business concern which competes with our business;

“Services” means the services to be provided by us to you in accordance with Clause 2 of the Agreement, as fully defined in the Agreement, and subject to the terms and conditions of Agreement and includes the Task;

“Sign up page” means the series of webpages on our Website where the Pricing Plan is chosen, you accept these terms and request the Services;

“Task” means your work or assignment for which one or more Virtual Assistant(s) are to be supplied as per the terms of this Agreement.

“Task Outline” means the outline that you provide to us setting out the Task and relevant dates and times for the Task as set out in the Agreement;

“Term” means the term of the Agreement as defined therein.

“Virtual Assistant” means each (one or more) worker or freelancer supplied by us to you for the purpose of the Task. Other staff members belonging to us may also be supplied in this capacity from time to time;

“We/Us/Our” means VA Services and whose registered office is at 4 Queens Street, Newcastle-under-Lyme, Staffordshire. ST5 1ED

“Website” means [www.va-services.co.uk](http://www.va-services.co.uk).

“You/Your” means the party procuring our Services.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions as amended or supplemented at the relevant time;

1.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions; and

1.2.5 a “Party” or the “Parties” refer to the parties to the Agreement.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

1.6 References to persons shall include corporations.

## 2. PROVISION OF THE SERVICES

2.1 With effect from the Commencement Date, we shall, throughout the Term of the Agreement, provide the Services to you.

2.2 We shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the United Kingdom.

2.3 We shall act in accordance with all reasonable instructions given to us by you.

2.4 We shall be responsible for ensuring that we comply with all statutes, regulations, bylaws, standards, codes of conduct and any other rules relevant to the provision of the Services.

2.5 We or the Virtual Assistant shall keep you informed of all activities related to the Task by means agreed with you.

2.6 We or the Virtual Assistant will record the time spent working on each task via a secure online time-tracking application (the exact application used

will be decided at our discretion) which will be accessed by you using your own username and password assigned to you by us.

This application will accurately record time to assist the calculation of any invoice due to be paid by you. You may request a detailed breakdown of the times logged by us or the Virtual Assistant for an on-going Task or a Task that has completed within the previous month.

2.7 We shall use all reasonable endeavours to accommodate any reasonable changes in the Task Outline that may be requested by you, subject to your acceptance of any related reasonable changes to the Fees that may be due as a result of such changes.

2.8 We shall make all reasonable efforts to ensure that a Virtual Assistant shall:

1. have suitable skills and experience for the purpose mentioned by you in the Task;
2. efficiently and diligently perform his duties and such other duties as from time to time be assigned to a Virtual Assistant by us at your special request;
3. comply with the legitimate and reasonable instructions of yours relating to the Task; and
4. comply with your reasonable requirements concerning conduct and standards of behaviour.

2.9 We have informed all Virtual Assistants that they shall observe all applicable policies and procedures whilst engaged by you. On a serious breach of such rules, you may request the replacement of that Virtual Assistant with another individual supplied to you.

2.10 We are responsible for the payment of a Virtual Assistant's fees and/or remuneration. We do not act as an employer, recruitment agency or recruitment business.

2.11 Notwithstanding anything contained in this Agreement, although we endeavour to ensure the suitability of any Virtual Assistant supplied to you, you must satisfy yourself as to the suitability of any Virtual Assistant and shall be responsible for taking up any additional checks before engaging him.

2.12 We reserve the right to arrange for a replacement of the Virtual Assistant in case of his unsatisfactory performance or unavailability or otherwise. If we decide, a replacement will be provided to you within a reasonable time.

## **3. YOUR OBLIGATIONS**

3.1 You shall use all reasonable endeavours to provide all pertinent information to us that is necessary for our provision of the Services. Such information shall include, but not necessarily be limited to the work to be done, the outcomes to be expected, the timescale and milestones (estimated or otherwise) and the hours of work required to complete the Task.

3.2 We may, with or without reasons, at our absolute discretion, reject a Task.

3.3 You may, from time to time, issue reasonable instructions to us or the Virtual Assistant in relation to the provision of the Services. Any such instructions should be compatible with the specification of the Services provided in the Agreement.

3.4 A Virtual Assistant as supplied under this Agreement will be deemed to be under your supervision, direction and control. The Virtual Assistant is to report to you to take up duties for the duration of the Task and will be subject to your internal organisational policies (as well as our own).

3.5 In the event that we require the decision, approval, consent or any other communication from you in order to continue with the provision of the Services or any part thereof at any time, you shall provide the same in a reasonable and timely manner.

3.6 If any consents, licences or other permissions are needed from any third parties such as permissions relating to copyright, work permits and other applicable permits it shall be your responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof).

3.7 If the nature of the Services requires that we or a Virtual Assistant has access to your premises or any other location, access to which is lawfully controlled by you, you shall (i) ensure that we or the Virtual Assistant has access to the same at the times to be agreed between the us or the Virtual Assistant and you as required; (ii) ensure your public liability insurance policy covers the consequences arising out of the work performed by us or the Virtual Assistant for the Task; and (iii) take all reasonable precautions to



ensure the health and safety of a Virtual Assistant or us while on your or any other premises.

3.8 Any delay in the provision of the Services resulting from your failure or delay in complying with any of the provisions of Clause 3 of the Agreement shall not be the responsibility or fault of ours.

3.9 You undertake that we or a Virtual Assistant are not or will not be requested to replace an individual taking part in an official strike or any other official industrial dispute or to do the work of someone who has been transferred by you to perform the duties of the person on strike or taking industrial action.

3.10 You understand that all information about the Virtual Assistant and about us, as may be communicated from time to time by us to you, is confidential. If without our written approval, any such information is passed to a third party which results in loss of any income or business opportunity to us or a Virtual Assistant, you will be liable to indemnify us and/or the Virtual Assistant's loss of income that it was to receive from the you or any other party.

3.11 You will fully co-operate and assist the us in complying with our duties under this Agreement and as provided in the applicable law.

3.12 Where you require or may require the services of a Virtual Assistant for more than 48 hours in any week, you must notify us of this requirement before commencement of that week.

3.13 You undertake to supervise the Virtual Assistant to ensure compliance with reasonable standards of workmanship. If the services provided through the Virtual Assistant prove to be unsatisfactory, we shall consider a reduction or cancellation of the hourly charge applicable to the Task and the replacement of the Virtual Assistant, provided notification (confirmed in writing within seven calendar days) is received. We shall consider the cancellation or reduction of any subsequent charges that arise to ensure the satisfactory and final completion of the Task.

3.14 You are not to discuss the terms of this Agreement and any information supplied by us with any third party to the prejudice of our commercial interest.

## 4. APPOINTMENT OF THIRD PARTY CONSULTANTS

4.1 You may, from time to time, appoint such other third party consultants and contractors as required to perform other services necessary for the Task. Our involvement in such appointments shall not be required except in the event that the services provided by such third parties are likely at any time to duplicate, overlap, or in any other manner interfere with the Services provided by us.

4.2 Any and all third party consultants and contractors appointed to the Task shall be required to cooperate fully with us and to promptly provide any and all such information reasonably required by us to enable us to provide the Services and comply with the Agreement.

4.3 We shall be required to cooperate fully with any and all third party consultants and contractors appointed to the Task and to promptly provide any and all such information reasonably required by any such consultants and contractors to enable them to provide the relevant agreed services to you in compliance with all relevant agreements.

## 5. FEES AND PAYMENT

5.1 All fees are exclusive of VAT, which is payable by you.

5.2 Unless otherwise agreed in writing between the parties, you shall pay to us the hourly rate as defined in the Pricing Plan.

5.3 Save as set out in Clause 5,5, the date on which you make the initial purchase of a Pricing Plan from us constitutes the “Billing Date” for your Service Plan.

5.4 For the purpose of billing, we refer to a “month” as a calendar month which represents a period of time between the same dates in successive calendar months. For example (save as set out in Clause 5.5), if you enter into a Pricing Plan on 6th October, the first month runs from 6th October until 5th November. On 6th November a new month begins and you will be billed separately for this unless otherwise agreed in advance.

5.5 If you enter into a Price Plan on a date between the 29th and 31st of a given month, you will be billed immediately for that period and your Billing Date will then start as at the 1st day of the next month. For example, if you

enter into a Pricing Plan on 31st January, the first month runs from 31st January to 28th February. On 1st March a new month begins and you will be billed for this, and thereafter on the 1st day of each month.

5.6 You agree to prepay for all hours contained within the Service Plan (or otherwise if agreed between you and us in writing) prior to the commencement of any services provided by us.

5.7 Any unused hours which have been paid for in the current month may be used in the following month only (this may be referred to as the Roll Over”). Any Roll Over must be used in the following month, otherwise it will be lost.

5.8 You must pay for any additional hours used above those contained in the Pricing Plan at the rate defined in the Pricing Plan.

5.9 Full details of the Pricing Plans can be found at <https://www.va-services.co.uk/pricing-plans/>

5.10 We reserve the right to increase the fees payable under a Pricing Plan by the giving of 30 days’ notice. The new Fee will then be payable on the next monthly instalment due from you.

5.11 Unless otherwise agreed in writing with us, Pricing Plans are billed on their Billing Date and due immediately without any set-off, withholding or deduction.

5.12 You will be billed once per calendar month until the Pricing Plan is cancelled or otherwise amended (unless you have accrued additional charges in which case you will be billed separately (see clause 5.15)).

5.13 You must notify us of the intention to cancel or amend the Pricing Plan (including changing to a different Pricing Plan) at least 4 working days before the end of the month. Such notice must be provided by email to [billing@VA-Services.co.uk](mailto:billing@VA-Services.co.uk) unless otherwise specified by us in correspondence with you. Failure to provide such notice may result in the commencement and charge of a Pricing Plan for the subsequent month for which you agree to make payment.

5.14 Travelling, hotel or other expenses agreed between you and us shall be itemised on our invoice and charged to you in addition to the agreed hourly charge for the relevant period.

5.15 All additional charges are also payable immediately on the date of our invoice. Charges will include any itemised expenses and any additional time recorded by the Virtual Assistant(s) in the previous month, regardless of whether the Task is deemed to be complete or is still ongoing at the point you are charged. The full details of charges will be made available by us on your written application.

5.16 All Payments are to be made by you in pounds sterling by direct transfer to our bank account as notified to you, or by direct debit, credit card or debit card as may be required by us. We reserve the right to require full or partial payment in advance for the agreed work on the Task.

5.17 We reserve the right to charge you a 3% fee for debit or credit card payments.

5.18 We do not accept payment by cheque or cash, unless otherwise agreed with you and where such agreement is reached in writing we reserve the right to charge a reasonable administrative fee.

5.19 Without prejudice to sub-Clause 10 of the Agreement, if you are late in making any payment due under the Agreement the amount due we reserve the right to charge you interest on a daily basis at 5% above the base rate of the Bank of England from time to time until payment is made in full of any such outstanding sums.

5.20 Receipt of your written communication to indicate your satisfaction with the completion of the Task, or the failure to notify us of any grievance with the Task or other services supplied by us (within a reasonable time of the completion of the Task), shall be deemed to be conclusive evidence that you are satisfied and will pay all relevant charges in full without dispute.

Notwithstanding this, failure by you to agree to any charges by your written correspondence or payment of charges shall not preclude us from charging you in accordance with this Agreement. Your written correspondence or active direct debit mandate indicates that we may debit your bank account, or by full or part payment of the invoice, constitutes acceptance that a Virtual Assistant has worked satisfactorily for the hours stated therein.

5.21 Refunds are made at our sole discretion. We will not prorate a Pricing Plan or refund any amounts due to unused time in the current month of a Pricing Plan.

## 6. LIABILITY, INDEMNITY AND INSURANCE

6.1 We undertake to make all reasonable efforts to ensure reasonable standards of skill, integrity and reliability from the Virtual Assistant but no liability is accepted for any claim arising from failure to provide a Virtual Assistant for all or part of the Task or from any loss or damage attributable to the lack of skill or reliability of the Virtual Assistant.

6.2 We may be liable to you under or in connection with this Agreement in respect of any default that may arise from breach of our contractual obligations arising under this Agreement; and any work in the Task, representation, statement or tortuous act or omission including negligence arising under or in connection with this Agreement

The disclaimer of liability will exclude the loss of profits, goodwill or any type of special, indirect or consequential loss (including loss or damage suffered by the Buyer as a result of an action brought by a third party) even if such loss was reasonably foreseeable or we or the Virtual Assistant had been advised of the possibility of you incurring the same.

6.3 Our liability to you in the event of any dispute concerning or under these conditions is limited to an aggregate claim not exceeding the sum of £20,000.

6.4 You acknowledge that the limitations and exclusions of our obligations and liabilities set out herein are reasonable and reflected in the charges payable to the us hereunder. You shall accept risk and/or insure accordingly.

6.5 We shall not be liable for any loss or damage suffered by you that results from your failure to follow any instructions given by us or the Virtual Assistant.

6.6 Nothing in the Agreement shall limit or exclude our liability for death or personal injury.

6.7 You shall indemnify us against any costs, liability, damages, loss, claims or proceedings arising from loss or damage to any equipment (including that belonging to any third parties appointed by us) caused by you or your agents or employees.

6.8 Neither Party shall be liable to the other or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of that Party's obligations if the delay or failure is due to any cause beyond that Party's reasonable control.

## **7. RECORDS**

We procure that upon termination of, or at any time during a Task, proving full payment has been made under the terms of this Agreement, a Virtual Assistant shall deliver to you all books, documents, papers, materials and



other property (including any copies thereof) belonging to or relating to your business which may then be his/her possession or under his/her control.

## 8. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

8.1 Except as provided by sub-Clause 8.2 of the Agreement or as authorised in writing by the other Party, each Party shall, at all times during the continuance of the Agreement and for 2 years after its termination:

8.1.1 keep confidential all Confidential Information;

8.1.2 not disclose any Confidential Information to any other party;

8.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;

8.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

8.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 8.1.1 to 8.1.4 of the Agreement.

8.2 Either Party may:

8.2.1 disclose any Confidential Information to:

8.2.1.1 any sub-contractor or supplier of that Party;

8.2.1.2 any governmental or other authority or regulatory body; or

8.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 8.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of Clause 8 of the Agreement, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

8.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information that is not public knowledge.

8.3 In consideration of the final settlement of all invoices and monies owed to us, we hereby assign to the Customer absolutely with full title guarantee all its right, title and interest in and to Assigned Rights.

8.4 By “Assigned Rights”, this relates to any Intellectual Property Rights arising from work done on the Task which are capable of subsisting or being owned by the us or a Virtual Assistant.

8.5 The provisions of Clause 8 of the Agreement shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

## 9. FORCE MAJEURE

9.1 No Party to the Agreement will be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action, emergency medical treatment or any other event that is beyond the control of the Party in question.

9.2 In the event that a Party to the Agreement cannot perform their obligations thereunder as a result of force majeure for a continuous period of 30 days the other Party may at its discretion terminate the Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services provided up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of the Agreement.

# 10. TERM AND TERMINATION

10.1 This agreement shall come into force on the Commencement Date and shall continue for a period of one year and will then be renewed automatically on a rolling annual basis unless it is terminated as under:

10.1.2 By either Party on a written notice of 4 working days. This notice requirement of 4 working days may be waived by the written consent of the Party receiving such notice;

10.1.3 By either Party immediately upon giving notice in writing in the following circumstances:

1. you are in breach of any of the terms of this Agreement and which in the case of a breach capable of being remedied is not remedied within 30 days of a written request to remedy it;
2. you are or become incompetent or negligent in respect of any of your obligations under this Agreement as per our sole discretion;
3. immediately by the us if you fail to pay any sum due within 7 days of the due payment date;
4. the other Party, if a Company, a receiver is appointed, of any of the property or assets of that other Party;
5. the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

6. the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);
  7. anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
  8. that other Party ceases, or threatens to cease, to carry on business; or
  9. control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of the Agreement. For the purposes of Clause 10, “control” and “connected persons” shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 10.2 The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

## 11. EFFECTS OF TERMINATION

Upon the termination of the Agreement for any reason:

11.1 any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;

11.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;

11.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which exist at or before the date of termination;

11.4 subject as provided in Clause 11 of the Agreement and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and

11.5 each Party shall (except to the extent referred to in Clause 8 of the Agreement) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

11.6 If the Agreement is terminated without the fault on our part, you will pay us for all work done up until the time that the notice of termination is received by us and you shall be liable to pay us for the work done irrespective of the fact that the Task is not completed.

## **12. DATA PROTECTION**

12.1 All personal information that we may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and the Customer’s rights under the GDPR.

12.2 For complete details of our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to our Privacy Policy at [VA Services.com/privacy-policy](https://www.va-services.com/privacy-policy)

## 13. DATA PROCESSING

13.1 In this Clause 13 and in the Agreement, “personal data”, “data subject”, “data controller”, “data processor”, and “personal data breach” shall have the meaning defined in Article 4, EU Regulation 2016/679 General Data Protection Regulation (“GDPR”).

13.2 Both Parties shall comply with all applicable data protection requirements set out in the Data Protection Legislation. Neither this Clause 13 nor the Agreement shall relieve either Party of any obligations set out in the Data Protection Legislation and shall not remove or replace any of those obligations.

13.3 For the purposes of the Data Protection Legislation and for this Clause 13 and the Agreement, we (and where applicable, Virtual Assistants) are the Data Processor and you are the Data Controller.

13.4 You shall ensure that you in place all necessary consents and notices required to enable the lawful transfer of personal data to us and the Virtual Assistant for the purposes described in this Agreement.

13.5 We shall, with respect to any personal data processed by us in relation to our performance of any of its obligations under this Agreement:

13.5.1 Process the personal data only on your written instructions unless we are otherwise required to process such personal data by law. We shall promptly notify you of such processing unless prohibited from doing so by law.

13.5.2 Ensure that we have in place suitable technical and organisational measures to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures.

13.5.3 Ensure that any and all staff and Virtual Assistants with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential; and

13.5.4 Not transfer any personal data outside of the European Economic Area without your prior written consent and only if the following conditions are satisfied:



13.5.4.1 You and/or we have provided suitable safeguards for the transfer of personal data;

13.5.4.2 Affected data subjects have enforceable rights and effective legal remedies;

13.5.4.3 We comply with our obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and

13.5.4.4 We comply with all reasonable instructions given in advance by you with respect to the processing of the personal data.

13.5.5 Assist you at your cost, in responding to any and all requests from data subjects in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office);

13.5.6 Notify you without undue delay of a personal data breach;

13.5.7 On your written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to you on termination of the Agreement unless it is required to retain any of the personal data by law; and

13.6 Either Party may, at any time, and on at least 30 calendar days' notice, alter the data protection provisions of the Agreement, replacing them with any applicable data processing clauses or similar terms that form part of an

applicable certification scheme. Such terms shall apply when replaced by attachment to the Agreement.

## **14. NO WAIVER**

No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

## **15. SET-OFF**

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.

## **16. ASSIGNMENT AND SUB-CONTRACTING**

16.1 Subject to sub-Clause 16.2 The Agreement shall be personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

16.2 We shall be entitled to perform any of the obligations undertaken by us through any other member of our group or through suitably qualified and skilled sub-contractors and Virtual Assistants. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of ours.

## 17. RELATIONSHIP OF THE PARTIES

17.1 Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

17.2 A Virtual Assistant is an agent of ours for the restrictive purposes of this Agreement and he does not enjoy any implied authority to act on our behalf otherwise than expressly authorised by us as per the details of the Task.

## 18. RESTRICTIONS

18.1 In order to protect our legitimate business interests and business connections to which you have had access as a result of this Agreement, you covenant with us that you shall not during the course of this Agreement and for a period of 1 year after its termination or expiry (except with our prior written consent):

1. attempt to solicit or entice away from the employment or service of us the services of any Restricted Person;

2. employ or engage or otherwise facilitate the employment or engagement of any Restricted Person;
3. introduce a Restricted Person to other employers (including, but not limited to any subsidiary or associated company of yours) with a resulting engagement (independent engagement shall mean any use of a Virtual Assistant's service without our involvement and Virtual Assistant shall include an individual or person who is supplying his services through a limited company);
4. have, and shall procure that no other director, agent or employee has) any business dealings with, or solicits, entices or attempts to entice away, a Virtual Assistant from us who is or was at any time during the immediately preceding 12 months engaged by us, whether or not you were introduced to that Virtual Assistant; and
5. neither for yourself nor for any other person, directly or indirectly, advise, instruct, do or assist in any activity the effect of which is to promote the competition in the United Kingdom.

18.2 If you commit any breach of this Clause 18, you shall, on demand, pay to us the sum of £10,000.00 or the estimated loss to us in revenue, whichever figure being higher.

18.3 The covenants in this Clause 18 clauses are intended for the benefit of, and shall be enforceable to the fullest extent permitted by law, by us and shall apply to actions carried out by you, or any member of your group companies, in any capacity (including as shareholder, partner, director, principal,

consultant, officer, agent or otherwise) and whether directly or indirectly, on your own behalf or on behalf of, or jointly with, any other person.

## 19. THIRD PARTY RIGHTS

No part of the Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

## 20. NOTICES

20.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

20.2 Notices shall be deemed to have been duly given:

20.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

20.2.2 when sent, if transmitted by e-mail and a successful transmission report or return receipt is generated; or

20.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

20.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid. In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

## 21. ENTIRE AGREEMENT

21.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

21.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

## 22. SEVERANCE

In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that/those provision(s) shall be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.

## 23. DISPUTE RESOLUTION

In the event of a dispute arising out of or in connection with this Agreement and which has not been resolved following discussions and negotiations between a person or persons appointed or authorised by us and you then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

## **24. LAW AND JURISDICTION**

24.1 The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

24.2 Any dispute, controversy, proceedings or claim between the Parties relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.