



TERMS & CONDITIONS

1. **Description of work:** In return for the payment agreed hereunder the VA will perform the following duties:
 1. Travel management,
 2. Delegate follow-up calls,
 3. Client liaison and correspondence,
 4. Client care management,
 5. Diary management,
 6. Business Administration,
 7. Secretarial Duties (including preparation of reports and other documents, word-processing),
 8. Creating and preparing PowerPoint presentations,
 9. Database Management,
 10. Taking email and telephone enquiries,
 11. Distribution of information.
2. **Payment:** Monthly retainer packages must be paid in advance and complimentary unused hours can be carried over to a maximum of 3 months. Payment can be made by cheque (made payable to 1st Choice VA), BACS transfer or via Pay Pal.
3. **Charges:** A fee of £25.00 will be charged for any returned cheques.
4. **Invoicing:** The Client will make full payment to the VA within fourteen days of receipt of the invoice.
5. **New Clients:** New Clients on PAYG will pay the VA 50% of the estimated cost of work before commencement.
6. **Discounts:** A discounted rate is only applicable for 2 months, for which after that period the Client will pay the full rate per hour.
7. **Reimbursement of Expenses:** Any costs incurred by the VA for telephone calls, faxes, postage and packing incurred during the course of the work, will be charged to the Client at cost.
8. **Proofreading:** Final proofreading is the responsibility of the Client. Although every endeavour will be made to ensure that no errors have been made, any errors found after submission of work must be brought to the immediate attention of the VA no later than two weeks after submission, and will be corrected promptly, free of charge. The VA will not be held liable for any additional costs incurred as a result.
9. **Deadlines:** The VA will undertake to deliver assignments by the deadlines and within the budget specified by and agreed with the Client.
10. **Relationship of the Parties:** This agreement creates an independent Client-VA relationship. The Client is interested only in the results to be achieved. The VA is solely responsible for the conduct and control of the work. The VA is not an agent or employee of the Client for any purpose. The VA is not entitled to any benefits that



the Client provides to the Client's employees. This is not an exclusive agreement. Both parties are free to contract with other parties for similar services.

CONFIDENTIALITY

- A) The Client agrees to give the VA access to certain confidential information relating to the affairs of the Client solely for the purposes of carrying out the duties agreed between the Client and the VA.
- B) The VA agrees to obtain and use such information only for the purposes described above, and otherwise to hold such information confidential and secret pursuant to the terms of this agreement.
- C) The VA is registered with the Data Protection Act 1998, number Z1459179.

NOW IT IS HEREBY AGREED as follows:

- 1) The Client has or shall furnish to the VA confidential information as described above, and may further allow banks, suppliers, customers, employees or representatives of the Client to disclose information to the VA.
- 2) The VA agrees to hold all confidential information or proprietary information or trade secrets (information) in trust and confidence and agrees that the information shall be used only for the contemplated purpose, and not for any other purpose or disclosed to any third party under any circumstances whatsoever.
- 3) No copies may be made or retained of the Information unless specifically requested in writing, except in the normal course of performance of the duties agreed above.
- 4) At the conclusion of the agreement between the Client and the VA, or upon demand by the Client, all information, including written notes, photographs, or memoranda shall, by prior agreement, be promptly returned to the Client at the Client's expense by Royal Mail Registered Post or shredded by the VA. The VA shall retain no copies or written documentation relating thereto.
- 5) **Liability:** There is a client complaint procedure which includes cover with professional indemnity insurance. All complaints will be dealt with by the VA within 28 days of complaints being issued. If the issue has not been successfully dealt with the matter is passed to the Professional Indemnity Insurer and only the law of England and Wales will be applicable.
- 6) **Duration:** Either party may cancel this agreement with Four Week's written notice to the other party, otherwise the agreement shall remain in force for a term of Four Weeks from the date hereof.

VA Commitment to the Client: The VA can be contacted by telephone and/or email during the hours of 09.00hrs and 17.30hrs Monday to Friday, the VA will notify the Client when unavailable or on holiday, at which point, the VA will provide the necessary back-up support.