



Virtual Assistant Terms & Conditions

These Terms & Conditions relate to Fiona Calder, operating as Viva VA! at Calder Business Solutions Ltd (Hereafter referred to as the Virtual Assistant) and their Client (Hereafter referred to as the Client) (each a "Party" and collectively the "Parties").

1. **FEES.** As consideration for the Services to be provided by the Virtual Assistant and other obligations, the Client shall pay to the Virtual Assistant the amounts specified in the Statement of Work.
 - 1.1. **Expenses.** The Virtual Assistant shall bill and the Client shall reimburse the Virtual Assistant for all reasonable and pre-approved out-of-pocket expenses that are incurred in connection with the performance of the Services.
 - 1.2. **Invoicing.** The Virtual Assistant will bill the Client in advance of the execution of the Services specified in the Statement of Work.
 - 1.3. **Late payments.** Payments not received by due date will result in work cessation. The Virtual Assistant reserves the right to refuse completion or delivery of work until past due balances are paid. All materials or property belonging to the Client, as well as work performed, may be retained as security until all just claims against the Client are satisfied.
 - 1.4. **Interest on late payments.** In the event the Client fails to remit payment of any amount due under the Agreement on or before the due date, in addition to any other rights the Virtual Assistant may have hereunder, the payment will accrue interest from that date due at the annual rate of 8% above the base lending rate from time to time of the Bank of England, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgement and the Client shall pay the interest immediately on demand.
 - 1.5. **Monthly billed retainer payments.** Any unused hours cannot be carried forward into the following month unless by prior arrangement.
 - 1.6. In the event of collection enforcement, the Client shall be liable for any costs associated with such collection, including, but not limited to, legal costs, attorney's fees, courts costs, and collection agency fees.
2. **TERM OF AGREEMENT.** The Virtual Assistant shall provide, with reasonable care and skill, and otherwise in the manner customarily performed by service providers in the Virtual Service industry, services to the Client for a period as stated in the Agreement.
 - 2.1. **Early Termination.** Either Party may terminate the Agreement:
 - 2.1.1. Immediately in the event that either Party breaches the Agreement
 - 2.2. **Payment Upon Early Termination.** In the event of a termination due to the Client's breach, The Virtual Assistant shall be paid for any portion of the Agreement outstanding.
3. **STATEMENT OF WORK.** The Statement of Work and the obligations thereunder shall terminate upon the Client's acceptance of all Services and Work Product contemplated therein and full payment to the Virtual Assistant thereunder. The Parties may enter into any subsequent Statement of Work for additional Services to be performed by The Virtual Assistant which shall be subject to the terms of the Agreement, unless otherwise specified. The additional Services will be agreed in



subsequent email correspondence between the Parties.

4. **CHANGES TO THE SERVICES.** Any material changes to the Services, including the schedule, deliverables, and related fees, must be approved by the prior written consent of the Party not requesting the change.
5. **SUBCONTRACTING.** In the performance of its obligations hereunder, the Virtual Assistant shall have the right, in its sole discretion, to assign, transfer, charge, delegate or subcontract its rights and responsibilities to any third party, provided that the Virtual Assistant shall remain responsible for the performance of any such third party. The Client shall not, without the Virtual Assistant's prior written consent, assign or transfer in any other manner with all or any of the Client's rights or obligations under the Agreement.
6. **LOCATION OF SERVICE PERFORMANCE.** Services shall be performed and provided virtually via email, phone or other virtual means from the Virtual Assistant's location in Rutland, United Kingdom unless as stated in the Statement of Work, by mutual agreement.
7. **OFFICE HOURS AND COMMUNICATION.** Office hours are Monday to Friday, 9:00 am to 5:30 pm, excluding UK Public Holidays. Email is to be the primary form of communication between the Client and Service Provider. The Virtual Assistant is available for phone calls during office hours only. Occasional calls of only a few minutes in duration are not typically billed to the Client. However, the time of both parties must be respected, and calls lasting over 10 minutes will be billed to the Client. Telephone meetings must be prescheduled. Cancellation requires a minimum of 24 hour advance notice. Missed meetings or cancellations without sufficient notice will be billed to the Client.

If the Client requests Services outside of the above specified hours, the Virtual Assistant reserves the right to charge an additional 50% of the fees.

The Virtual Assistant reserves the right to the full time equivalent of 25 days holiday per annum, which will not be charged to the Client. The Virtual Assistant will notify the Client within 1 month of any planned absences. If, by mutual agreement, any duties are still required during an absence then these will be charged for at a mutually agreeable rate dependent on the level of activity required.

8. **MATERIALS AND INFORMATION.** The Client will provide all content, outlines, photos, product images, etc., necessary for any special projects. Source material must be clear and legible. The Client is responsible for furnishing all pertinent information, and for furnishing accurate, truthful and complete information necessary for the Virtual Assistant to perform or complete the Services. The Client ensures that the necessary permissions to use provided materials have been obtained.
9. **GDPR COMPLIANCE.** Both Parties hereby insure that they are in full compliance with their respective obligations under the General Data Protection Regulation, (GDPR) (EU) 2016/679. Each Party will, if applicable, notify the other Party in a timely manner in the event of a data breach that involves the other Party's data. A signed Data Protection Agreement is required for each Client.



10. **INDEPENDENT CONTRACTOR RELATIONSHIP.** The Virtual Assistant's relationship to the Client shall be that of an independent contractor. Nothing in the Agreement shall be construed to create any partnership, joint venture, employer-employee or agency relationship between Client and Virtual Assistant. The Virtual Assistant shall not represent to any third party that any such relationship exists. The contractor relationship shall be non-exclusive. The Virtual Assistant shall be free to work with other companies so long as such work does not present a conflict of interest with regards to the Agreement or result in the disclosure of Confidential Information (defined below).
11. **OWNERSHIP.** All deliverables, ideas, inventions, improvements, methods, processes, works of authorship and other forms of intellectual property that the Virtual Assistant conceives, reduces to practice or develops during the term of the Agreement, alone or in conjunction with others, in connection with performance of the Services, including designs, data, software code, ideas, inventions, know-how, materials, marks, methods, procedures, tools, interfaces, and other forms of technology as well as any intellectual property rights of any kind therein (collectively, the "Work Product"), will be the sole and exclusive property of the Client. The Virtual Assistant hereby irrevocably assigns to the Client all right, title and interest worldwide in and to the Work Product and all intellectual property rights therein.
12. **CONFIDENTIALITY.** The Virtual Assistant may obtain access to information related to Client's business (including trade secrets, technical information, business forecasts and strategies, marketing plans, customer and supplier lists, personnel information, financial data, and proprietary information of third parties provided to the Client in confidence) that the Client considers to be confidential or proprietary or the Client has a duty to treat as confidential. The Virtual Assistant will, unless having the written consent of the Client, (a) hold all Confidential Information in strict trust and confidence; (b) not use or permit others to use Confidential Information in any manner or for any purpose not expressly permitted or required by the Agreement; and (c) not disclose or permit others to disclose any Confidential Information to any third party without obtaining the Client's express prior written consent on a case-by-case basis.
 - 12.1. **Exceptions.** The Virtual Assistant's obligations with respect to any portion of the Client Information as set forth above shall not apply when Virtual Assistant can document that (i) it was in the public domain at the time it was communicated to the Virtual Assistant by the Client; (ii) it entered the public domain subsequent to the time it was communicated to the Virtual Assistant by the Client through no fault of the Virtual Assistant; (iii) it was in the Virtual Assistant's possession free of any obligation of confidence at the time it was communicated to the Virtual Assistant by the Client; or (iv) it was rightfully communicated to the Virtual Assistant free of any obligation of confidence subsequent to the time it was communicated to the Virtual Assistant by the Client.
 - 12.2. **Passwords.** Should the Client decide to grant the Virtual Assistant access the Client's business and/or personal accounts, the Client does so entirely at their own risk, and the Client is fully responsible for ensuring the security of the Client's data. The Client will be solely responsible for any loss, liability or violations that might occur as a result of such access as long as any such loss can be directly tied to the work carried out under the



agreement.

13. **INDEMNIFICATION.** Both parties agree to defend, protect, indemnify and hold one another harmless from any and all lawsuits, claims, damages, demands, liabilities or losses, including reasonable attorney fees and costs, brought, made or claimed as a result of any acts, including omissions, which are not outlined in the agreement.
14. **WARRANTIES AND REPRESENTATIONS.** Each Party hereby warrants and represents that such Party is free to enter into the Agreement, and that the Agreement does not violate the terms of any agreement between such Party and any third party.
15. **LIMITATION OF LIABILITY.** In no event will the Virtual Assistant be liable for any consequential, indirect, exemplary, special, or incidental damages arising from or relating to the Agreement. The Virtual Assistant's total cumulative liability in connection with the Agreement, whether in contract or tort or otherwise, will not exceed the aggregate amount of Fees owed by the Client to the Virtual Assistant for Services performed under the Agreement during the 12 months preceding any settlement or adjudication of any claim.
 - 15.1. **Insurance.** Both parties will affirm that the appropriate insurance coverage with regards to the Services agreed upon has been obtained.
16. **WORK PRODUCT CONFORMITY.** The Virtual Assistant further warrants that the Work Product will fully conform to the specifications, requirements and other terms set forth in the Agreement (the "Specifications") and the agreed Statement of Work. If the Client determines in its sole discretion that the Work Product does not conform to the Specifications, the Client shall inform the Virtual Assistant, within 3 working days of the Work Product delivery, of such nonconformity and the Virtual Assistant will repair or replace the Work Product without extra charge. If the Client does not voice any concerns within 3 working days, the Virtual Assistant is not obligated to do any remedial work free of charge. If the Client's request goes beyond the Specifications, the request will not be considered a remedial request and the Virtual Assistant will inform and bill the Client with regards to the requested changes.
17. **AMENDMENTS AND WAIVERS.** Any term of the Agreement may be amended or waived only with the written consent of both Parties.
18. **FORCE MAJEURE.** The Virtual Assistant shall not be considered in breach of the Agreement to the extent that performance of the obligations outlined herein is prevented by an event of Force Majeure, including but not limited to:
 - 18.1. natural disasters (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
 - 18.2. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;
 - 18.3. rebellion, revolution, insurrection, or military or usurped power, or civil war;
 - 18.4. contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;



18.5. riot, commotion, strikes, go slows, lock outs or disorder.

19. **DISPUTE RESOLUTION.** The validity, interpretation, construction and performance of the Agreement shall be governed by the laws of England and Wales, without giving effect to the principles of conflict of laws. The Parties may agree to alternative methods of dispute resolution, including negotiation, mediation and arbitration. Unless any alternative dispute resolution procedure is agreed between the parties, the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any dispute which arises out of or under the Agreement.
20. **SEVERABILITY.** If one or more provisions of the Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from the Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.