

# VIRTUAL PA SOLUTIONS LIMITED TERMS AND CONDITIONS

## 1 DEFINITIONS

In these Conditions, unless the context requires otherwise apply:

|                            |  |
|----------------------------|--|
| "Client"                   | means the person or firm who purchase the Services from Virtual PA.  |
| "Confidential Information" | means any information relating to the business and financial affairs of both Virtual PA and the Client and to the identity and business and affairs of either parties' customers, clients or suppliers and any potential customers, clients or suppliers which comes to either parties' attention or possession and which both parties' could reasonably be expected to regard as confidential, whether or not any such tangible information is marked 'confidential'. |
| "Conditions"               | means these terms and conditions as amended from time to time in accordance with clause 15.  |
| "Contract"                 | the contract between Virtual PA and the Client for the supply of Services in accordance with these Conditions.   |
| "Fee"                      | the charges of Virtual PA for provision of the Services either (i) calculated in accordance with standard hourly rates for Personnel; or (ii) a fixed monthly charge for the relevant Support Package.   |
| "Personnel"                | means the person(s) from time to time introduced and/or supplied to the Client by Virtual PA to carry out the Services.  |
| "Services"                 | the services to be performed by Virtual PA in the course of its appointment hereunder as detailed in the Application Form, such services to be provided using reasonable skill and care.   |
| "Termination Date"         | the date on which Virtual PA's appointment hereunder is terminated.  |
| "Working Hours"            | means between 9.00 am and 5.00 pm.   |

## 2 APPOINTMENT

The Client appoints Virtual PA to carry out the Services unless this Agreement is terminated by either party in accordance with Clause 10.

## 3 DUTIES

- 3.1 During the appointment, Virtual PA shall devote their time, attention and skill to the business of the Client as shall be necessary for the proper performance of the Services.
- 3.2 Virtual PA will not during the appointment undertake any additional activities or accept other engagements which lead or might lead to any conflict of interest between Virtual PA and the Client.

## 4 FEE

- 4.1 In consideration of the provision of the Services the Client shall pay Virtual PA:
  - 4.1.1 a fee calculated in accordance with Virtual PA's standard hourly rates; OR
  - 4.1.2 a fixed monthly fee for the relevant Support Package at the rates set out in the Application Form (as varied from time to time in accordance with clause 4.7). All Fees are exclusive of VAT which shall be charged where applicable at the prevailing rate.
- 4.2 Any Services specifically required to be undertaken outside Working Hours will be subject to a surcharge of 25% of the Fee for Services undertaken Monday to Friday and 33% of the Fee of the Services undertaken at weekends (Saturday and Sunday).
- 4.3 Virtual PA shall use its reasonable endeavours to ensure that Personnel it engages in the Services complete time sheets recording time spent, and Virtual PA shall use such time sheets to calculate the charges covered by each monthly invoice referred to in Clause 4.4 below.
- 4.4 Fixed Fees payable for support packages shall be payable in advance of commencement of the provision of the Services. The Client shall have up to three months to use the allocated hours for the relevant support package and thereafter the allocated hours shall expire. Where the Client uses hours of Services in any month in excess of the allocated hours for the applicable Support Package, Virtual PA shall raise an invoice for any excess hours in accordance with clause 4.5 below. Virtual PA and the Client may also agree to vary the applicable Support Package for the Client.
- 4.5 Virtual PA shall submit an invoice to the Client on the first day of each month detailing the Services provided during the preceding month. All invoices will be payable within 7 days from date of the invoice. Should any invoice fail to be paid by the Client within the specified 7 days, then interest will be incurred at an annual rate of 4% above the current Bank of England base rate from the due date.

- 4.6 Should the Client request a detailed breakdown of the services undertaken within a specified month, Virtual PA shall provide a breakdown of each task undertaken for a fixed fee of £5, or should the Client request a complete timesheet (including notes) for a full calendar month, a fixed fee of £10 shall be made. Such fee will be chargeable on the following month's invoice.
- 4.7 The charges shall be reviewed by Virtual PA annually on 1 September and Virtual PA shall inform the Client by email or letter outlining increases, giving not less than 2 weeks' notice of any such increase.

## **5 PERSONNEL**

- 5.1 Full details and monthly costings of the support package chosen are as per the Application Form, together with commencement date.
- 5.2 Virtual PA shall provide the Client with full details of allocated and backup Personnel in writing upon receipt of the Application Form.
- 5.3 Virtual PA reserves the right to change an allocated or backup Personnel at any given time.
- 5.4 If the Client is unhappy with their allocated Personnel, they should advise Virtual PA immediately and Virtual PA will offer a replacement Personnel within 7 days of the issue being raised.

## **6 EXPENSES**

- 6.1 Virtual PA shall be entitled to be reimbursed by the Client for all out of pocket expenses (including but not limited to all telephone calls, stationery and postage costs) wholly, exclusively and properly incurred in the performance of their Services, subject to Virtual PA providing the Client with vouchers, receipts or other evidence of actual payment of such expenses.
- 6.2 Travel time will be incurred at the standard hourly rate as outlined in the Application Form. Travel time includes travel to and from the Client's premises, or any travel time incurred on behalf of the Client. Clause 4.2 above also applies to all travel time.

## **7 CONFIDENTIALITY**

- 7.1 Except as permitted by law, the parties shall not disclose any Confidential Information relating to the other party without the other party's prior written consent.
- 7.2 Virtual PA shall not and shall not permit any Personnel at any time after the Termination Date to use or procure the use of the name of the Client in connection with his or her own or any other name in any way calculated to suggest that Virtual PA continues to be connected with the business of the Client or in any way hold Virtual PA out as having such connection;
- 7.3 The restrictions set out in Clause 6.1 shall cease to apply to information or knowledge which comes into the public domain otherwise than by reason of the default of Virtual PA.

## **8 RESTRICTIONS**

- 8.1 The Client shall not approach, solicit or deal with any Personnel employed or introduced to them by Virtual PA during the term of the Contract and for a period of 12 months following its termination.
- 8.2 Should the Client wish to engage the services of the Personnel other than through Virtual PA, in breach of Clause 8.1, then the Client shall pay to Virtual PA, on demand, a sum equal to twenty per cent (20%) of the relevant Personnel's annual salary at the end of their employment with Virtual PA.

## **9 DELIVERY UP OF DOCUMENTS**

Upon the expiration or termination of the appointment under the Contract for whatsoever cause, Virtual PA shall and shall instruct its Personnel to deliver up to the Client or its authorised representative all keys and any swipe card, credit cards, computer hardware or software, books, documents, account records and any other papers which may be in possession, custody or control and which are the property of the Client or which otherwise relate in any way to the business or affairs of the Client and no copies of the same or any part thereof shall be retained by him or her. For the avoidance of doubt, any postage incurred in returning such documents shall be payable by the Client.

## **10 TERMINATION OF AGREEMENT**

- 10.1 Either party shall have the right at any time to terminate the Contract by not less than 30 days' notice in writing to the other party such notice to expire at the end of a calendar month.
- 10.2 The Client shall have the right to terminate the Contract forthwith by giving written notice if: -
- 10.2.1 Virtual PA is in material breach of any of the terms of the Contract;
- 10.2.2 any of the Personnel have been convicted of any criminal offence other than a minor driving offence under the Road Traffic Acts;
- 10.2.3 any of the Personnel have been persistently and wilfully negligent or become technically

unsuitable for performance of the Services; or

10.2.4 the Personnel Virtual PA has committed any action manifestly prejudicial to the interests of the Client or which in may bring the Client into disrepute;

and Virtual PA shall have no claim against the Client in respect of the termination of the appointment for any of the reasons specified pursuant to Clauses 10.2.1 to 10.2.4.

10.3 Either party may terminate the Contract without notice should the other party fail to comply with the provisions of Clause 6.

## **11 LIMITATION OF LIABILITY**

11.1 No liability is accepted by Virtual PA for any loss, expense, damage, costs or delay arising from;

11.1.1 the negligent acts or omissions, dishonesty, misconduct or lack of skill of the Personnel;  
and/or

11.1.2 failure by the Personnel to complete the Services.

11.2 The Client will comply with all relevant legal requirements, including the provision of adequate public liability insurance and employers liability insurance in respect of the Personnel. The Client shall indemnify Virtual PA against any costs, claims, damages and expenses incurred by Virtual PA as a result of any breach of this Clause 11.2.

11.3 Neither party shall have any liability in respect of any delay in carrying out or failing to carry out any of its obligations under the Contract caused by fire, strikes, or other industrial action or dispute, Acts of Government or any circumstance outside the reasonable control of the parties.

11.4 Responsibility for final inspection of the completed work lies with the Client. Errors should be notified within 7 days from receipt. Errors or omissions generated by Virtual PA will be corrected free of charge. All other corrections or additions will be charged in accordance with Virtual PA's standard rates.

## **12 TAX LIABILITIES**

Virtual PA shall be responsible for all income tax liabilities and national insurance for all Personnel in respect of the Fee and accordingly Virtual PA shall indemnify the Client in respect of any claims that may be made by the relevant authorities against the Client in respect of income tax and national insurance or similar contributions relating to the Personnel under these Conditions.

## **13 ENTIRE AGREEMENT**

13.1 These Conditions and the Application Form contain the entire agreement and understanding of the parties and supersedes all previous agreements between the parties relating to the subject matter hereof.

13.2 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.

13.3 Nothing in this clause shall limit or exclude any liability for fraud.

## **14 SURVIVAL OF CAUSES OF ACTION**

The termination of the Contract howsoever occurring shall not affect the rights and liabilities of the parties already accrued at such time nor affect the continuance in force of such of its provisions as are expressed as or capable of having effect after such termination.

## **15 VARIATION**

The Contract may only be varied in writing and signed by authorised representatives of both parties.

## **16 SEVERABILITY**

If any provision of these Conditions are is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the Conditions shall continue in full force and effect as if these Conditions had been executed with the illegal or unenforceable provision eliminated.

## **17 WAIVER**

17.1 Failure of any party to insist upon strict performance of any provision of these Conditions or the failure of any party to exercise any right or remedy to which he or she is entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under the Contract.

17.2 No waiver of any of the provisions of the Contract shall be effective unless it is expressly stated to be such and signed by both parties.

**18. DATA PROTECTION**

- 18.1 The Client shall observe the provisions of the Data Protection Act 1998 and shall indemnify Virtual PA for any breach thereof.
- 18.2 Unfortunately transmission of data via the [Dictation Line] is not completely secure. Although Virtual PA will do its best to protect all Client data, it cannot guarantee its security. Any transmission is at the Client's own risk. Once Virtual PA has received any data it will use strict security features to prevent unauthorized access.
- 18.3 Virtual PA may use the contact details provided by any Client to provide the Client with additional information regarding the services offered by Virtual PA from time to time. If the Client or any member of its organisation no longer wishes to receive such information they can opt out by contacting Virtual PA by emailing; info@vpaservices.net or telephoning 01206 808129.

**19. COMMUNICATIONS**

- 19.1 Any communication to be given pursuant to the terms of these Conditions shall be in writing and shall be delivered to the other party by hand; or by prepaid first class post, recorded delivery or courier to the address of the addressee as set out in the Application Form (or as notified from time to time) or by fax transmission to the addressee's fax number (as notified from time to time).
- 19.2 Any communication has been properly sent or delivered in accordance with this clause will be deemed to have been received as follows:
  - 19.2.1 if delivered by hand, at the time of delivery; or
  - 19.2.2 if sent by commercial courier, on the date and at the time of signature of the courier's delivery receipt; or
  - 19.2.3 if sent by pre-paid first-class post or recorded delivery, on the second Business Day after posting; or
  - 19.2.4 if sent by fax, at the time of transmission.

**20. LAW AND JURISDICTION**

This Contract shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.