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**VIRTUAL PA SOLUTIONS LIMITED – SERVICES AGREEMENT**

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## BACKGROUND

Virtual PA is not an employment business or an employment agency, it is a professional services company which supplies administrative, secretarial and personal PA support to its clients. This document contains Virtual PA's standard terms and conditions which, once signed, amount to a binding contractual agreement between Virtual PA and its client.

## AGREED TERMS

### 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply to this agreement.

**Business Day:** a day other than a Saturday, Sunday or public holiday when banks in London are open for business.

**Engage:** the employment of a PA or engagement directly or indirectly through any business other than through Virtual PA (whether for a definite or indefinite period) as a direct result of the provision of the Services to the Client.

**Indemnity:** shall have the meaning set out in clause 11.1 and **Indemnified** and **Indemnifies** shall be construed accordingly.

**Services:** the administrative, secretarial and/or personal PA support services supplied to the Client by Virtual PA.

**Support Package:** One of a number of fixed fee services offered by Virtual PA where a fixed number of hours are paid for in advance to be used by the Client over the course of a three month period.

**The PA's:** the person or persons employed by Virtual PA who in the course that employment provide the Services to the Client.

**Fees:** shall mean the hourly rates and, if applicable (in the case of Support Packages) fixed monthly sums set out in the Schedule hereto and reviewed thereafter in accordance with the terms of this agreement.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.7 A reference to **writing** or **written** includes faxes.

1.8 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. VIRTUAL PA'S OBLIGATIONS**

2.1 Virtual PA reserves the right to change and substitute the PA's who provide Services to the Client under the terms of this Agreement for other equally suitable PA's at any time without prior notice.

2.2 Prior to the commencement of the supply of the Services, Virtual PA will send the Client written confirmation of the identity of the PA's who, subject to Clause 2.1 above, shall provide the Services to the Client.

2.3 Virtual PA will at all times be responsible for organising, controlling and directing the work of its PA's.

## **3. CLIENT'S OBLIGATIONS**

3.1 When making a request for the provision of Services, the Client will give Virtual PA details of:

(a) the date on which the Client requires the Services to commence;

(b) the specific nature of the Services, including the type of work the PA would be required to do, the location at which, and the estimated hours during which the PA would be required to work.

3.2 E-mail is an inherently unreliable form of communication. Where urgent instructions need to be given Virtual PA would recommend that those instructions be given over the telephone. If instructions have been given by e-mail and the Client has not received an acknowledgement Virtual PA would again strongly recommend that those instructions be repeated over the telephone.

## **4. RESTRICTION ON THE DIRECT EMPLOYMENT OF PA'S**

4.1 Virtual PA invests a great deal of time and resource in training its PA's to provide managed Services to its clients. Those managed Services are Virtual PA's product and the retention of its PA's is therefore of paramount importance to Virtual PA. The Parties to this Agreement acknowledge that if the PA's were induced to leave Virtual PA's employment Virtual PA would suffer loss.

4.2 It is therefore agreed by the Parties to this Agreement that the Client shall not either on its own account or in partnership or association with any person, firm, company or organisation, or otherwise and whether directly or indirectly during, or for a period of twelve months from, the end of the term of this Agreement; approach, solicit, engage, employ or otherwise deal with, or entice away or attempt to entice away or authorise the taking of such action by any other person, any employee of Virtual PA who has worked on the Services provided under this agreement at any time during the term of this Agreement.

4.3 It should be noted that all of the PA's have restrictions which correspond with the terms of clause 4.2 in their individual contracts of employment with Virtual PA.

## **5. TEMPORARY WORKERS AND FEES**

5.1 The Client will pay the Fees to Virtual PA.

5.2 The following conditions apply where Fees where are charged on the basis of hourly rates:

- (a) they are calculated according to the number of hours worked by the PA's (to the nearest five minutes);
- (b) the Client shall be invoiced on the first day of each month for all work undertaken in the preceding month and invoices are payable strictly within 7 days via direct debit.

The following conditions apply to the Fees where those fees are charged on the basis of fixed monthly sums:

- (c) Fixed monthly sums payable for Support Packages shall be payable in advance of the commencement of the supply of Services. The allocated hours relating to each Support Package shall be used by the Client within 2 months of date of commencement of the supply of Services after which time any unused hours will expire and be unavailable for use by the Client. Where the Client subscribes to a Support Package and uses hours above the quantity provided for by that Support Package Virtual PA will invoice for those excess hours in accordance clause 5.2 (a) and 5.2 (c) above.

The following conditions apply to the Fees whether those fees are charged on the basis of fixed monthly sums or hourly rates:

- (d) Provided that the Client gives Virtual PA no less than seven business days' written notice of cancellation of a supply of Services prior to the commencement of that supply no Fees will be payable in relation to that cancelled work.
- (e) In cases where shorter notice is given the Client will be liable to pay 20% of the total Fees that would have been due had the cancelled work been completed and Virtual PA will render an invoice to the Client in respect of the Fees accordingly. That invoice shall be payable within 7 days of it being issued.
- (f) The Fees payable under this agreement shall be reviewed by Virtual PA on 1<sup>st</sup> April in every year and Virtual PA shall inform the Client by e-mail or letter confirming any changes to the fees giving not less than two weeks' notice of any increase.
- (g) Virtual PA will supply the Client with a summary of hours worked in any month, if more detailed information is required, a complete timesheet with supporting notes relating to any month can be provided. These services will be provided at additional cost to the Client on a time spent basis. The fees referred to in this clause would be added to the next invoice rendered after the Client's request had been made and complied with.
- (h) In no circumstances should payments of any nature, including, for the avoidance of doubt, cash bonuses or incentives of any description, be made directly by the Client to the PA's. Any such payments must be discussed with a Director of Virtual PA who will, in his or her absolute discretion, either authorise or refuse to authorise the proposed payment. In the event of authorisation the payment must be made to Virtual PA and not directly to the PA's.

## **6. VAT, LATE PAYMENT, LIEN AND CHARGES**

- 6.1 Where applicable, Virtual PA shall charge VAT to the Client, at the prevailing rate.
- 6.2 Any sums payable by the Client under this agreement which remain outstanding after the agreed date for payment shall carry interest (both before and after judgment) on a daily basis at an annual rate equal to that prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).
- 6.3 Virtual PA reserves the right to exercise a lien over any documents created by it during the provision of the Services in the event that any Fees due under this Agreement are, in whole or in part, unpaid by the Client. This clause shall take precedence over the provisions of clause 12.2 which shall only apply on condition that any Fees due under this Agreement have been paid in full.
- 6.4 If any of the Client's scheduled direct debit payments should fail to be credited to Virtual PA's bank account within the payment terms set out at clause 5.3 (c) of this agreement Virtual PA shall be entitled to charge a fee of £15 for each instance of default. The same fee charge also applies to any credit or debit card payments.
- 6.5 Payments by credit card will attract a fee payable to Virtual PA of 2% of the total value of the relevant payment.

## **7. TERM**

- 7.1 This terms of this agreement shall apply from the date hereof and shall continue until this agreement is terminated in accordance with its terms.
- 7.2 Either party may terminate this agreement at any time by providing the other with 30 Business Days' prior written notice.

## **8. DEFAULT AND EARLY TERMINATION**

- 8.1 Virtual PA may terminate this agreement immediately on giving notice in writing to the Client if the Client commits any material breach of this agreement and (in the case of a breach capable of being remedied) shall have failed to remedy the breach within ten Business Days, or such other reasonable period as Virtual PA may stipulate in the circumstances, after receiving a written notice of the breach requiring the breach to be remedied within such period.

## **9. EFFECT OF EARLY TERMINATION**

- 9.1 Any termination of this agreement however caused shall not affect:
- (a) any rights or liabilities which have accrued before the time of termination; or
  - (b) the continuance in force of any provision of this agreement which expressly or by implication is intended to come into or continue in force after termination, including but not limited to those relevant parts of clause 4.2 above restricting the employment of PA's for a period of twelve months from the end of the term of this Agreement.

## **10. ANNOUNCEMENTS**

Each party shall ensure that, except as may be required by law or any regulatory authority, neither it nor any of its employees, agents or contractors (of any tier) shall make, or cause to

be made, (whether to the employees, customers, suppliers, public, press or otherwise) any communication, media statement, announcement or other disclosure whatsoever, whether written or oral, about the other party to this agreement, the existence of this agreement or any matter referred to in this agreement without the other party's prior written consent to its contents.

## **11. INDEMNITIES, LIABILITY AND INSURANCE**

11.1 During and after this agreement, the Client agrees to protect, indemnify, defend and hold harmless Virtual PA, and to the extent required from time to time by Virtual PA, its officers, agents, and employees, from and against any and all expenses, damages, claims (whether valid or invalid and whether deemed alleged or upheld), suits, losses, actions, judgments, liabilities, and costs whatsoever (including legal fees on a full indemnity basis) arising out of, connected with, or resulting from, the Client's negligence, misrepresentation or the breach of any obligation to be performed by the Client under this agreement.

11.2 No liability is accepted by Virtual PA for any loss, expense, damage costs or delay arising from: -

11.2.1. any negligent acts or omissions, dishonesty, misconduct or lack of skill of the PA's,

11.2.2. any failure of the PA's to complete the Services.

11.3 For the avoidance of all doubt responsibility for monitoring the accuracy of, and finally approving, the work performed by the PA's for the Client rests with the Client. Any errors which require correction shall be corrected by Virtual PA free of charge to the client provided that they are identified and reported to Virtual PA within 7 days of production of the relevant piece of work. All other corrections and amendments shall be charged at the prevailing contractual rate.

11.4 During the term of this agreement Virtual PA shall maintain in force an appropriate policy of Employers Liability Insurance in respect of the PA's.

11.5 The provisions of this clause 11 shall survive termination of this agreement.

## **12. CONFIDENTIALITY**

12.1 Neither party shall during and after termination of this agreement, without the prior written consent of the other party, use or disclose to any other person any information of the other party which is identified as confidential or which is confidential by its nature.

12.2 Each party shall on demand and on termination of this agreement surrender to the other all materials relating to such confidential information in its or its personnel's, agent's or representatives' possession.

## **13. DATA PROTECTION**

The Client shall observe the provisions of the Data Protection Act 1988 and shall indemnify Virtual PA for any breach thereof.

#### **14. WARRANTIES AND UNDERTAKINGS**

- 14.1 The Client warrants that it does and it shall comply with the all relevant statutes, laws, regulations and codes of practice from time to time in force in the United Kingdom.
- 14.2 Each party warrants that it has full capacity and authority to enter into and perform this agreement.

#### **15. ENTIRE AGREEMENT**

- 15.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.
- 15.2 Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) shall be for breach of contract.
- 15.3 No variation of this agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).

#### **16. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

- 16.1 A person who is not a party to this agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 16.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement is not subject to the consent of any person that is not a party to this agreement.

#### **17. GOVERNING LAW AND JURISDICTION**

- 17.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 17.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

#### **18. FORCE MAJEURE**

Virtual PA may defer the date for performance of, or payment for, the services, or terminate this agreement, if it is prevented from, or delayed in, carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lockouts or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

**19. SEVERANCE**

- 19.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.
- 19.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted or modified, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable and, if necessary the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

**THIS AGREEMENT HAS BEEN ENTERED INTO ON THE DATE STATED AT THE BEGINNING OF IT.**