



TERMS AND CONDITIONS OF BUSINESS

THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF **Clause 7**.

1. INTERPRETATION AND APPLICATION

1.1 Definitions:

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

Charges: the charges payable by the Client for the supply of the Services

Commencement Date: has the meaning set out in **Clause 2.2**.

Conditions: these terms and conditions as amended from time to time in accordance with **Clause 10.5**.

Client: the person or firm who purchases Services from the Supplier.

Client Default: has the meaning set out in **Clause 4.2**.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Client's order for Services as set out in the Client's written acceptance of the Services to be supplied by the Supplier.

Services: the services, including virtual assistant and personal administrative services, research, communication (whether by telephone, email, fax or otherwise) and other services pertaining to social media provided and supplied by the Supplier to the Client.

Supplier: Exec Pro VA Virtual Assistant

1.2 Interpretation:

(a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

(b) Any phrase introduced by the terms including, include, or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

(c) A reference to writing or written includes email.

2. BASIS OF TERMS AND CONDITIONS

2.1 The Order constitutes an offer by the Client to purchase Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance via email or in the attached work schedule if applicable of the Order at which point, and on which date a contract shall come into existence (Commencement Date).

2.3 Any descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained on the Supplier's website or advertising material are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of these terms and conditions or have any contractual force.

2.4 These terms and conditions apply to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.

2.5 You should print or otherwise save a copy of these terms and conditions for your records. If you do not sign below but continue to instruct us, you shall be deemed to have agreed to the terms and they shall be duly incorporated.

2.6 The Supplier reserves the right to vary these terms and conditions at any time and upon notice to you.

3. SUPPLY OF SERVICES

3.1 The Supplier shall supply the Services to the Client. The Supplier's normal working hours are 9am to 5pm Monday to Friday (excluding Bank Holidays).

3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified by the Client, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Client in any such event.

3.4 The Supplier warrants to the Client that the Services will be provided using reasonable care and skill.

4. CLIENT'S OBLIGATIONS

4.1 The Client shall:

(a) ensure that the Services requested of the Supplier are complete and accurate and the Supplier has been briefed on all material aspects to enable them to commence work.

(b) co-operate with the Supplier in all matters relating to the Services.

(c) provide the Supplier, and Associate Virtual Assistants, with access to the Client's premises, office accommodation and other facilities as reasonably required by the Supplier.

(d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services and ensure that such information is accurate in all material respects.

4.2 If the Supplier's performance of any of its obligations under these terms and conditions are prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):

(a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays the Supplier's performance of any of its obligations.

(b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this Clause 4.2; and

(c) the Client shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Client Default.

5. CHARGES AND PAYMENT

5.1 The Charges for the Services shall be calculated on our agreed monthly rate and based on an hourly rate:

(b) the Supplier's standard hourly fee rates for each Client are calculated based on a seven-hour day from 9.00 am to 5.00 pm worked on Business Days.

(c) the Supplier shall be entitled to charge the Client for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence, and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials. All stationery, materials, postage, and other administrative costs reasonably incurred by us as part of the provision of the Services will be invoiced at cost in addition.

5.2 The Supplier reserves the right to increase its standard daily fee rates and the Supplier will give the Client written notice of any such increase 30 days before the proposed date of the increase.

5.3 The Client shall pay each invoice submitted by the Supplier:

(a) within 2 days of the date of the invoice; and

(b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence.

5.4 All amounts payable by the Client under these terms and conditions are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under these terms and conditions by the Supplier to the Client, the Client shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.5 If the Client fails to make any payment due to the Supplier under these terms and conditions by the due date for payment, then the Client shall pay interest on the overdue amount at the rate of 4% per cent per annum above the Bank's base rate from time to time. Such interest shall accrue daily from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

5.6 The Client shall pay all amounts due under these terms and conditions in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by the Supplier to the Client.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.

6.2 The Client acknowledges that, in respect of any third-party Intellectual Property Rights, the Client's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Client.

7. LIMITATION OF LIABILITY: THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

7.1 Nothing in these terms and conditions shall limit or exclude the Supplier's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents, or subcontractors.

(b) fraud or fraudulent misrepresentation; or

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

7.2 Subject to Clause 7.1, the Supplier shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these terms and conditions for:

(a) loss of profits.

- (b) loss of sales or business.
- (c) loss of agreements or contracts.
- (d) loss of anticipated savings.
- (e) loss of use or corruption of software, data, or information.
- (f) loss of damage to goodwill; and
- (g) any indirect or consequential loss.

7.3 Subject to clause 8.1, the Supplier's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these terms and conditions shall be limited to the price paid for Services in the 12 months preceding any settlement or adjudication of any claim.

7.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these terms and conditions.

7.5 The Supplier endeavours always to ensure the accuracy of the completed work supplied to you, it is the Client's responsibility to verify its accuracy upon receipt and the Supplier shall not be liable for any inaccuracies or any losses directly or indirectly arising from such inaccuracies. Any errors notified to the Supplier within 14 days of completion will be rectified by them free of charge.

7.6 The Client agrees that the Supplier may communicate with them by email sent without encryption over the internet. The Supplier shall not be responsible for any loss or damage arising from unauthorised interception, re-direction, copying or reading of emails, including any attachments, nor shall they be responsible for the effect on any computer system (or any loss or damage arising from any such effect) of any emails, attachments or viruses which may be transmitted by this means.

7.7 This Clause 7 shall survive termination of these terms and conditions.

8. TERMINATION

Without limiting its other rights or remedies, either party may terminate provision and supply of the Services by giving one month's notice of termination of contract.

9. CONSEQUENCES OF TERMINATION

On termination for any reason the Client shall immediately pay to the Supplier all the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Client immediately on receipt.

10. GENERAL

10.1 Force majeure. Neither party shall be in breach of these terms and conditions nor liable for delay in performing, or failure to perform, any of its obligations under them if such delay or failure result from events, circumstances or causes beyond its reasonable control.

10.2 Assignment and other dealings.

(a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract, or deal in any other manner with all or any of its rights under these terms and conditions and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

(b) The Client shall not, without the prior written consent of the Supplier, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all its rights or obligations under these terms and conditions.

10.3 Confidentiality.

(a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business or affairs of the other party, except as permitted by Clause 10.3(b).

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, subcontractors, or advisers who need to know such information for the purposes of carrying out the party's obligations under these terms and conditions. Each party shall ensure that its employees, officers, representatives, subcontractors, or advisers to whom it discloses the other party's confidential information comply with this Clause 10.3; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under these terms and conditions.

10.4 Entire agreement.

(a) This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

10.5 Variation. No variation shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10.6 Waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

(a) waive that or any other right or remedy; or

(b) prevent or restrict the further exercise of that or any other right or remedy.

10.7 Severance. If any provision or part-provision of these terms and conditions is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these terms and conditions.

10.8 Notices.

(a) Any notice or other communication given to a party under or in connection with these terms and conditions shall be in writing, in accordance with this clause, by email.

(b) A notice or other communication shall be deemed to have been received at 9.00 am on Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

10.9 Third parties. No one other than a party to these terms and conditions shall have any right to enforce any of its terms.

10.10 No Partnership. Nothing is intended to or shall be deemed to constitute a partnership or joint venture of any kind between the parties, nor constitute agency of another party for any purpose and neither party can bind the other.

10.11 Data/GDPR. The Supplier is a Data Processor, processing data within the meaning of section 1(1) of the Data Protection Act 1998 ("the Act"). The Client is the Data Controller under the Act and will transfer various personal data to the Supplier for the purposes of carrying out the Services. The Supplier shall process any personal data in line with the Client's express wishes and for no other purpose other than that. All data will be processed in compliance with all applicable laws and ExecProVA will take all appropriate measures against the unlawful processing of any of the Client's data. The Client has the right to:

- request their data is deleted
- request their data is not used for certain purposes

****Our full GDPR Policy can be found on our website under Policies <https://www.exec-pro-va.com/gdpr-policy/>**

- **Governing law.** These terms and conditions, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

- **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms and conditions or its subject matter or formation. This agreement will be governed by Scots law and subject to the exclusive jurisdiction of the Scottish courts.

In compliance with the Government UK ExecProVA will:

- tell the Information Commissioner's Office (ICO) how your business uses personal information
- respond to a data protection request, if someone asks to see what information we have about them