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## **TERMS AND CONDITIONS OF BUSINESS**

On instructing us to carry out any form of work, the client agrees to our Terms and Conditions of business contained herein. Please ensure that you read both pages fully before signing this document, and the attached contract. A signed contract will be required prior to commencement of any work.

# Confidentiality

Both Work Smart Virtual Assistance and The Client agree that all information provided to each other will be treated as strictly private and confidential. Work Smart Virtual Assistance will not, at any time, either directly or indirectly, divulge or communicate any information that is proprietary to the client without prior consent, unless we are legally obliged to do so.

Work Smart Virtual Assistance are happy to sign a non-disclosure or confidentiality agreement, if requested by the client.

## **Rates and Payment**

The rates and charges payable by The Client will be detailed in the contract. Please note that we charge a minimum fee of 1 hour per assignment. All time is billed by the minute and logged using a time tracking app, with a full report sent to the client with each invoice.

The hourly rates include a reasonable amount of telephone calls, postage, stationery etc. If a job involves a high level of expenditure on printing, international telephone calls etc. or any additional services (such as couriers) these will be billed at cost, and will be outlined and agreed before the work is carried out.

Payment to be made by BACS . Payment terms are strictly 14 days from the date of invoice, unless agreed otherwise within The Client's contract.

Retainer services must be paid monthly in advance on the first of each month. An invoice will be sent 14 days prior to this. A maximum of 2 unused hours may be carried over to the following month.

If the retainer package commences part way through a month, the first payment shall include the pro-rated amount for the partial month along with payment for the first full month.

Work Smart Virtual Assistance or the Client can cancel a retainer package at any time by giving 14 days notice.

Failure to pay on time may result in a late payment charge being applied to the account. The late payment charge is 10% above the base rate. Overdue accounts may be passed to a debt recovery agent for collection.

Work Smart Virtual Assistance is not currently VAT registered.

## **Deposit**

A minimum 50% deposit or £24.00 (minimum payment) is required before work commences for a new client. If the estimate for a project exceeds £200.00 Work Smart Virtual Assistance reserves the right to request full payment of the quotation for work prior to starting the project.

# **Loss/Damage of Client Property**

Work Smart Virtual Assistance will not be held responsible for any loss, damage or theft of documents, equipment or any items relating to tasks during transit to and from our premises. Work Smart Virtual Assistance recommends that clients obtain a proof of postage as we will not accept responsibility for loss or damage to items going through the postal service.

# **Proof Reading/Editing**

The client will remain responsible for checking work which we return and raise any queries forthwith thereafter within 7 days. Queries raised within this time will be amended free of charge.

We will not be liable for any losses you might sustain arising directly or indirectly from our completing work, save in so far as the same arises directly from our negligence.

### File Back-Up

Any client documentation will be held securely on file for 3 months after which it will be deleted. If you would prefer an alternative retention period, you are required to notify Work Smart Virtual Assistance in writing before commencement of any work.

### Insurance

For insurance purposes, we cannot accommodate client visits to Work Smart Virtual Assistance's premises.

# **Disclaimer and Applicable Law**

Work Smart Virtual Assistance cannot be held responsible for the end use or content of any material, document or other, produced or edited on behalf of a client.

In the event of dispute this agreement will be governed by the law of England and Wales.

COMPANY NAME
SIGNATURE
NAME (PRINT)
POSITION IN COMPANY
DATE

Please sign one copy of the Terms and Conditions, and return it to us with your signed contract.