

SCHEDULE OF SERVICES



1. The Virtual Assistance Hub Ltd agrees to supply the services as per the schedule.
2. Where time based service are used, in any month the minimum charge will be 1 hour. All other time will be charge in blocks of 15 minutes.
3. Where time based services are used, hours will be recorded on a timesheet in intervals of 15 minutes and this can be provided on request.
4. Standard payment terms, are payment within 14 days of receiving the invoice unless varied by mutual consent in writing.
5. Any work or communication that is requested by the client to be undertaken over a weekend (Saturday or Sunday) or UK bank holidays will be charged at time and a half of the applicable rate.
6. Where changes to the original Schedule are identified by either party, we will agree these with you in writing in advance and if there is a higher cost implication, advise you of this and gain your written agreement to this before going ahead. For the avoidance of doubt, such variances may be agreed by email and do not require a revised schedule to be issued.
7. We understand that circumstances can change and that project plans may need to be changed, adapted, put on hold or stopped. We will work with you as flexibly as possible to achieve the desired outcome for your organisation.
8. Where work under a Schedule is put on hold or terminated, we reserve the right to retain any prepayment received in respect of the Schedule or to invoice for all the work undertaken to that point in respect of the Schedule, and for any expenses incurred in the process.
9. If the client wishes to employee the Virtual Assistant directly, they can arrange to do so after the Virtual Assistant has been provided for a minimum period of 3 months through the Virtual Assistance Hub Ltd. After this initial period the Virtual Assistant Hub Ltd will require a £1000 fee which will be due on the VA joining the Client Company directly.

TERMS AND CONDITIONS

1. DEFINITIONS

1. In this document, unless the context otherwise requires, the expressions below have the following meanings:
2. "Client" any individual, organisation or board of Trustees/Directors which purchases services from the Supplier, hereinafter referred to as "the Client";
3. "Schedule" the separate document in which the specific Services to be provided are set out, with timescales, fees, payment terms, any other details and any terms and conditions specific to the Services being provided
4. "Services" that which is to be provided by the Supplier to the Client as set out in the Schedule;

5. "Supplier" The Virtual Assistance Hub Limited, hereinafter referred to as "The Virtual Assistance Hub", "we", "us", "our".

Any reference in this document to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

The headings in this document are for convenience only and shall not affect their interpretation.

2. APPLICATION

1. These Terms and Conditions shall apply to the provision by The Virtual Assistance Hub of Services to the Client, as detailed in the Schedule or any subsequent email.
2. We accept your instructions in good faith and assume these are provided by an officer of your organisation with authority to procure.
3. In the event of conflict between these Terms and Conditions and any other terms and conditions of the Client, the former shall prevail unless expressly agreed by The Virtual Assistance Hub in writing. Where the conflict is between these and any other terms and conditions provided by The Virtual Assistance Hub in a Schedule or email, the most recent terms will apply.
4. If you request Services from us and your request is accepted, our acceptance of your request is conditional on your agreement to these Terms and Conditions in full. For the avoidance of doubt, such agreement will be deemed to be given through the signing and return of the Schedule or an email from an officer of your organisation instructing the commencement of work.
5. These Terms and Conditions may be varied by The Virtual Assistance Hub from time to time. In the event of any such variation The Virtual Assistance Hub will notify you of the new terms. If you do not accept the revised terms and you notify The Virtual Assistance Hub accordingly, then the existing terms will apply to any already contracted Services for the duration of the current period of Service provision. In requesting further Services after The Virtual Assistance Hub has notified you of changes, then you will be deemed to have accepted the revised terms in full.

2. RESPONSIBILITIES OF THE VIRTUAL ASSISTANCE HUB

- 2.1. With effect from the commencement date, as set out in the Schedule, and in consideration of the fees being paid in accordance with the Payment terms, we will provide the Services expressly identified in the Schedule or otherwise agreed under these Terms and Conditions.
- 2.2. We will keep and maintain records of work completed and make them available to you in line with the terms of the specific Service.
- 2.3. We will provide regular reports on the progress of any work being completed on your behalf.
- 2.4. We will raise any issues or concerns that may be found during the term of the Service provision.

3. RESPONSIBILITIES OF THE CLIENT

- 3.1. You will give The Virtual Assistance Hub all proper and necessary and timely instructions, authority, data and information to enable us to undertake lawfully and effectively the Services instructed, and to complete the work within agreed timescales as set out in the Schedule.
- 3.2. You hold the right to supply The Virtual Assistance Hub with any such information, and in doing so do not infringe any rights held by any third party or cause a breach by either party of any regulations or other legal duty owed to any third party.
- 3.3. You will promptly notify The Virtual Assistance Hub if any further or different data, documentation or information comes to your attention which renders any earlier information provided untrue or misleading.
- 3.4. You will cooperate fully with The Virtual Assistance Hub in the provision of the Services.

4. SERVICE PROVISION

- 4.1. The Virtual Assistance Hub will use all reasonable skill and care to perform the Services identified in the Schedule or otherwise agreed under these Terms and Conditions. Unless expressly agreed in writing no further conditions, warranties or representations are given by The Virtual Assistance Hub in relation to the Services and any such terms are excluded to the fullest extent permitted by law.
- 4.2. All commitments with respect to the timing and scope of a project given to you by The Virtual Assistance Hub, whether verbal or written, are made in good faith but are made necessarily in advance of knowing the full scope of the difficulty that may pertain to performance on specific points (for example, unforeseen difficulty in obtaining information or contacting an individual). For this reason, whilst The Virtual Assistance Hub agrees to use its best endeavours to fulfil such commitments to you on the timing and the scope of consultancy and other projects, we cannot guarantee performance in either respect.

- 4.3. Service provision time includes all office, administrative, preparatory and telephone time spent acting for you in addition to actual Client meetings and external interviews. Service provision time also includes travel time which may on occasions be absorbed or waived or charged at a separate rate as per the Schedule. All work is charged at the agreed hourly rate or fixed rate fee as set out in the Schedule.

5. FEES

- 5.1. Where The Virtual Assistance Hub has provided you with an estimate for Services, we reserve the right to increase that estimate where there is a change in the Services to be supplied under the Schedule.
- 5.2. You agree to pay our fees in accordance with the Payment terms.
- 5.3. Our fees are based on a "time-based" (normally daily or hourly except where otherwise agreed in advance) rate or "fixed fee" (where the fee is agreed for the work to be completed regardless of how long it takes). The Schedule lists the basis on which we agree to supply the Services. Any additional work required which is not covered will be agreed with you and will result in a new Schedule being issued or an appending email which will require client sign off.
- 5.4. All sums payable by either party pursuant to the Schedule are exclusive of any Value Added Tax unless otherwise stated.

6. EXPENSES

- 6.1. The Virtual Assistance Hub shall be entitled to recover from you reasonable incidental expenses in connection with the provision of the Services.
- 6.2. The Schedule will set out where expenses will be charged. You agree to reimburse such expenses in addition to the Service fees.
- 6.3. Expenses will be charged at cost (with the exception of mileage which is charged at the HMRC approved mileage rate – currently 45p).
- 6.4. Any additional charge for incidental expenses will normally be waived, except where such costs are significant in value in which case the expense will be agreed with you in advance.
- 6.5. Every attempt will be made to minimise expenses.
- 6.6. Invoices for expenses will normally be presented as a separate item within the invoice for the nearest (time-wise) payment to the expenses being incurred.
- 6.7. Allowable expenses are charged to you at the gross invoice value.

7. PAYMENT

- 7.1. Payment of fees rendered by invoice are due within fourteen days from the invoice date.
- 7.2. Payment to us must be for the full amount agreed and as invoiced, and you agree to adjust all payments to take into account any charges levied (such as may be made by the transferring bank) so that the full amount due is received by The Virtual Assistance Hub.
- 7.3. You agree to pay all government taxes and duties, regardless of origin, that may apply to your payments to The Virtual Assistance Hub. Each party will be responsible for recovering their own entitlements in respect of pre-payments (such as in respect of VAT or sales tax).
- 7.4. Accounts that remain overdue at the due date will incur a late payment admin fee of £25 per month and will accrue interest at a rate of 2% over the HSBC base rate per month on all amounts and for the period that they remain unpaid. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgement.
- 7.5. Where payment has not been received, we reserve the right to withhold Services, documents and information, and have the right to cease to work on your account, and to terminate the engagement if payments are unduly delayed. In such circumstances, The Virtual Assistance Hub will not be responsible for any inconvenience, loss or damage caused. This right applies not just to the Service for which the payment is in arrears but also any other Services supplied to you by us, whether or not payments against those are in arrears.

8. VARIATIONS & AMENDMENTS

- 8.1. If you wish to vary any details of the Schedule, you must notify us in writing at your earliest opportunity. The Virtual Assistance Hub shall endeavour to make any required changes and any additional costs thereby incurred shall be invoiced to you.
- 8.2. If, due to circumstances beyond The Virtual Assistance Hub's control, we have to make any change in the arrangements relating to the provision of the Services in the Schedule, we shall notify you immediately. We shall endeavour to keep such changes to a minimum and shall seek to offer you arrangements as close to the original as is reasonably possible in the circumstances.

9. STAFF & CONTRACTORS

- 9.1. The Virtual Assistance Hub shall be entitled to subcontract, delegate or assign the provision of any Services or any of their rights or duties under these Terms. The Virtual Assistance Hub shall have discretion as to which Consultant is assigned to perform the Services.
- 9.2. Where a named Consultant is assigned as your account or project lead, we will use our best endeavours to ensure that this Consultant remains allocated to your account or work for its' duration.

10. CONFIDENTIALITY

- 10.1. All data, documentation and information provided by you and advice given by The Virtual Assistance Hub is treated in the strictest confidence, disclosed only to those who need access to it in order to deliver Services and stored, whether in hard copy or electronically, under strictest security.
- 10.2. We agree never to share information relating to your business with any third party without prior consent, except as required to complete the Services, and unless required to do so by law or to comply with regulations or quality control reviews. Likewise, you agree not to use or copy or allow use of the output of the work we do for you with a third party without our prior permission.
- 10.3. We may communicate with you electronically and you accept the risks associated with such communications, except anything arising through our negligence or wilful default.

11. WAIVER

- 11.1. The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions of this Contract shall not be considered as a waiver of any subsequent breach of the same or any other provision.
- 11.2. A waiver of any term, provision or condition of these Terms and Conditions shall be effective only if given in writing and either signed by the waiving party or emailed from the work email address of an appropriate officer of the waiving party's organisation, and then only in the instance and for the purpose for which the waiver is given.

12. DATA PROTECTION

- 12.1. We will handle and process personal and sensitive data provided to us in the course of our work with you (e.g. employee personal data) in line with the requirements of the current Data Protection Legislation.
- 12.2. The Virtual Assistance Hub will use personal information which we hold about personnel within your organisation to provide our Services and products and
- 12.3. By providing personal data relating to your employees or others to us, you confirm that you are entitled to disclose that data to us under the terms of the current Data Protection and related legislation, and that we are entitled to process such data for the purposes of providing the Services as set out in the Schedule.
- 12.4. Data, information provided to us and files relating to our work for you are stored electronically.

13. TERMINATION

- 13.1. The Virtual Assistance Hub reserves the right to withdraw our Services from you without any requirement of an explanation, upon the giving of notice to you in writing, without liability.
- 13.2. The Virtual Assistance Hub shall be entitled to terminate any Services immediately in the event that you fail to make payment of any fees which are due and payable or if you are otherwise in material breach of these Terms and Conditions.
- 13.3. Unless individual Terms apply, and with the express exception of our Retained Services, you or we may terminate our engagement by giving 14 days' written notice.
- 13.4. Where a termination is by The Virtual Assistance Hub, you shall be entitled to a refund of that proportion of any advance of fees that relate to the time not worked at that time.
- 13.5. Where you terminate a Schedule of work, we reserve the right to retain any prepayment received in respect of the Schedule. As a minimum, you shall pay for all stages of the work in the Schedule that have been commenced. Should you choose not to have work completed on that stage underway prior to termination, you remain liable for payment in full of this stage. You also agree to pay all expenses incurred, whether or not these relate to the stages terminated or to any prior stages.
- 13.6. In the event of termination, expenses incurred shall be interpreted as including all monies spent on your behalf plus all spending irrevocably committed to on your behalf by The Virtual Assistance Hub up to the date of termination plus any cancellation charges that may be levied by third party suppliers as a result of the termination.
- 13.7. The Virtual Assistance Hub may terminate any agreement forthwith if:
 - 13.7.1. The Client is in breach of any of its obligations hereunder; or
 - 13.7.2. The Client has entered into liquidation (other than for the purposes of a bona fide amalgamation or reconstruction) whether compulsory or voluntarily or compounds with its creditors generally or has an administrator, administrative receiver or receiver appointed over all or a substantial part of its undertaking or assets; or
 - 13.7.3. The Client has become bankrupt or shall be deemed unable to pay its debts by virtue of Section 123 of the Insolvency Act 1986; or
 - 13.7.4. The Client ceases or threatens to cease to carry on business; or

13.7.5. Any circumstances whatsoever beyond the reasonable control of the Supplier (including but not limited to the termination, through no fault of the Supplier, the termination of the service) that necessitate the termination for whatever reason of the provision of services.

14. LIABILITY

- 14.1. Service Provider will not be liable for loss, damage or delay of Client's project due to circumstances beyond Contractor's control. Such circumstances may include (but are not limited to) acts of God, public unrest, power outages, and inability to contact clients. In the event of such loss, damage or delay, the Service Provider will make every effort to notify the Client immediately.