

**Global Executive VA Ltd Terms & Conditions**

Global Executive VA Ltdis a United Kingdom based company trading in the United Kingdom.
Our service and these Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.

Regardless of currency, all invoices and payable charges for our service originate from the United Kingdom and, as such, we are a United Kingdom based company trading in the United Kingdom for tax purposes.

**1 DEFINITIONS**

1.1 “Client” means the individual or organisation that buys or agrees to buy the Services from the Supplier
1.2 “Consumer” shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
1.3 “Contract” means the contract between the Supplier and the Client for the provision of Services incorporating these Terms and Conditions;
1.4 “Services” means the services that the Client agrees to buy from the Supplier;
1.5 “Supplier” means Global Executive VA Ltd. of 40 Tarragon Road, Maidstone ME16 0NG

1.6 “Terms and Conditions” means the terms and conditions for the provision of Services set out in this agreement and any special terms and conditions agreed in writing by the Supplier;
1.7 “Website” means globalexecva.co.uk, and any subdomains, or other companies under common ownership with this company.
1.8 “Bill day” means 7 days before the monthly anniversary of the original signup, upon which further monthly subscription fees will be taken. In the event that the original bill day is not available in a future month (for example 31st) the fees will be taken on the 28th of the month. If the bill day falls on a weekend, the fees will be taken on the preceding weekday.
1.9 “Signup form” means the contract where the number of hours to be purchased is chosen, the price of each hour purchased is agreed, agreement to the Supplier’s terms and conditions is made and the Client’s initial purchase is made.

**2 CONDITIONS**

2.1 Nothing in these Terms and Conditions shall affect the Client’s statutory rights when buying as a Consumer.
2.2 These Terms and Conditions shall apply to all contracts for the provision of Services by the Supplier to the Client and shall prevail over any other documentation or communication from the Client.
2.3 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Supplier.
2.4 Any complaints should be addressed to the Supplier’s address stated in clause 1.5.
2.5 Any special conditions applying to the provision of the Services are set out in the Schedule to this agreement.
2.6 Nothing in these Terms and Conditions shall be taken to confer any rights under the Contracts (Rights of Third Parties) Act 1999.

**3 ORDERING**

3.1 All orders for Services shall be deemed to be an offer by the Client to purchase Services pursuant to these Terms and Conditions and are subject to acceptance by the Supplier. The Supplier may choose not to accept an order for any reason.

**4 PRICE AND PAYMENT**

4.0 The price of the Services shall be that stipulated on the Signup form, or may be customised to the Client’s needs by agreement between the Supplier and the Client.
4.1 Where applicable, if any payment is not paid on time or any payment is rejected or refused, the amount owing will be treated as overdue and the Supplier will be entitled immediately to cease or suspend the provision of the relevant Service until payment has been received.
4.2 Where applicable, the Supplier shall be entitled to charge interest daily on overdue invoices from the date when payment becomes due until the date of payment at a rate of 4% per annum above the base rate of Barclays bank from time to time in force.
4.3 The Supplier reserves the right to refer unpaid and overdue invoices to an accredited debt collector of the Supplier’s choosing, which may incur additional fees.
4.4 Subscription fees are taken on the Client’s Bill day at the beginning of the monthly period. The Client’s subscription will automatically renew on the Client’s Bill day or following 100% utilisation of the Client’s Subscription (whichever date is earlier) unless you give written notice to the Supplier in accordance with clause 5 below.
4.5 Fees for additional work requested by the Client are due prior to any additional work commencing and can be made via Stripe, credit or debit card or Direct Debit.
4.6 Refunds are available solely at the discretion of the Supplier.
4.7 The named account holder agrees to personally guarantee and underwrite all and any debts owed to Global Executive VA Ltd in the course of our relationship. By entering into this agreement you agree that we can recover all and any debts outstanding from you personally in the event that your trading entity, regardless of form, fails to settle the debts directly with us.

**5 PERFORMANCE AND TERMINATION**

5.1 The Supplier shall perform the Services with reasonable skill and care. However, the Supplier does not guarantee that the Services will be uninterrupted, secure or error-free or that any data generated, stored, transmitted or used via or in connection with the Services will be complete, accurate, secure, up to date, received or delivered correctly or at all.
5.2 The Services shall continue indefinitely unless and until terminated in accordance with clauses 5.3 and 5.4.
5.3 Either party may terminate this agreement (as regards some or all of the Services) for any reason by providing written notice.
5.4 During the first 30 days, cancellation shall be deemed to take effect immediately upon receipt of the written notice. After the first 30 days, cancellation shall be deemed to take effect 30 days after the Customer’s next Bill day following receipt by Global Executive VA Ltd of the written notice.
5.5 Any payments due following cancellation shall remain payable.
5.6 Should the Client terminate the account, account information will be required for account security purposes. After the end of the paid-for period, the Client will have no further access to the account and all data relating to the Client may be deleted within one month.
5.7 The Supplier may terminate this agreement (as regards some or all of the Services) or suspend some or all of the Services immediately on written notice if the Client breaches any term of this agreement, and any payment due remains payable and, if already paid, will be non-refundable.
5.8 The Supplier may terminate this agreement (as regards some or all of the Services) or suspend some or all of the Services should the Client become financially insolvent.
5.9 The Client may not use the Supplier’s service to arrange or carry on any illegal or immoral activity.
5.10 The Client agrees that the Supplier is not a recruitment agency or introducer and does not search or specifically select staff or third parties on behalf of the Client and therefore relevant recruitment agency laws and regulations do not apply to the Supplier.
5.11 The Client agrees that the Supplier will use vetted, interviewed and approved Virtual Assistants to fulfil the Client’s workload, task and project requirements.
5.12 This agreement will be terminated without notice upon the dissolution, insolvency (or appointment of an insolvency practitioner), liquidation (or appointment of a liquidator), initiation of a business rescue process or other comparable process in the jurisdiction where the Client is domiciled, of either party or of their parent company.

**6 RIGHTS OF SUPPLIER**

6.1 The Supplier reserves the right to periodically update prices in line with the industry which cannot be guaranteed for any period of time. The Supplier shall make every effort to ensure any prices shown are correct at the point at which the Client places an order.
6.2 If the Supplier updates the price paid by an existing Client, notice shall be provided to the email address held on record for the account no less than one full month prior to the change taking effect.
6.3 The Supplier reserves the right to withdraw the Services from the Website at any time.
6.4 The Supplier shall not be liable to anyone for withdrawing the Services from the Website or for refusing to process an order.

**7 AGE OF CONSENT**
7.1 If the Supplier discovers that the Client is not legally entitled to order certain Services or articles, the Supplier shall be entitled to cancel the order immediately, without notice.

**8 CANCELLATION WHEN BUYING AS A CONSUMER**

If purchasing as a Consumer the Client has the right to cancel the Contract, by notice in writing, at any time before seven working days has passed from the day after the Contract was made. If, however, the Supplier starts to perform its side of the Contract with the agreement of the Client before the Client exercises this right to cancel, the right to cancel is lost.

**9 LIMITATION OF LIABILITY**

9.1 Except as may be mandated by statute where the Client is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Supplier the remedies of the Client shall be limited to damages, which shall in no circumstances exceed the regular fee of the Services paid by the Client in the preceding 3 months and the Supplier shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever.
9.3 To the extent permitted by law, the Supplier shall not be liable to the Client save as expressly provided for in this agreement and shall have no other obligations, duties or liabilities whatsoever in contract, or otherwise to the customer, specifically:
9.3a The Supplier will not be responsible for any damages the Client’s business may suffer.
9.3b The Supplier makes no warranties of any kind, expressed or implied for the services provided.
9.3c The Supplier disclaims any warranty or merchantability or fitness for a particular purpose.

**10 WAIVER**

No waiver by the Supplier (whether express or implied) in enforcing any of its rights under this agreement shall prejudice its rights to do so in the future.

**11 FORCE MAJEURE**

The Supplier shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, flood or failure of any communications, telecommunications or computer system, and the Supplier shall be entitled to a reasonable extension of its obligations.

**12 SEVERANCE**

If any term or provision of these Terms and Conditions 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 provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

**13 CHANGES TO TERMS AND CONDITIONS**

The Supplier shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by the Client upon making a purchase until the Client’s monthly renewal of the Services occurs.
Monthly renewal by the Client of the Services will be deemed acceptable of the Supplier’s then current Terms and Conditions.

**14 MONEY-BACK GUARANTEE**

14.1 During the first 30 days, the Client may claim a full refund of any Fees paid which relate to that initial 30 day period if it is found that major errors had been made on the account.
14.2 Thereafter no refunds will be made by the Supplier.

**15 USE OF CLIENT DATA**

The services offered by the Supplier are provided by partner organisations under contract. The agreements between the Supplier and any partner providing services to the Client contain clauses which hold the partner liable for failures to ensure adequate data security, and the Supplier carries out regular checks on the implementation of the partner’s data security processes. Nonetheless, the Client hereby agrees that any data is shared entirely at the Client’s risk, and the limit of the Supplier’s liability to the Client for any losses direct or consequential resulting from failures of Client data security shall be limited to the total amount paid by the Client to the Supplier in the preceding 30 day period.

**SCHEDULE**

**Special Conditions**
1 The Supplier acts as an agent when arranging services for the Client.
2 The Supplier operates a vetting procedure for all services arranged for the Client – however the Supplier cannot guarantee the quality of the services arranged as an agent.

3 The Client acknowledges that in order to arrange for the provision of products and services for the Client, it may be necessary for the Supplier to provide a third party with the Client’s details.
4 The Supplier may contact the Client by online customer portal, email and post – the Client can request that contact from the Supplier via a specific means ceases by contacting us to request this on 08008611203
5 The Client will notify the Supplier immediately if the security of their account has been compromised or if an authorised person leaves their employment.
6 The Client or any of its officers, employees or associates may not at any time (either during or within five years of the last provision of service by The Supplier) contract with, employ, reward or pay – either directly or indirectly\* – any employee, agent or freelancer introduced by, retained by or in any relationship with The Supplier. Should The Client or any of its officers, employees or associates breach this term, a fee of the greater of £5000 or 15% of the employee’s annual total cost to the Client will become payable to The Supplier immediately. The Supplier will invoice the Client for this fee if it has a reasonable suspicion that the Client is in breach of this agreement, if The Client provides evidence in writing that this agreement has not been breached The Supplier will cancel the invoice.
*\* Including but not limited to other companies controlled by, owned by or associated with the Client or any of the Client’s employees, officers or associates.*
7 The Supplier will not be able to complete tasks that involve the installation or use of specialist software at their end, unless agreed in advance.
8 The service does not include any international phone calls made by the Supplier on the Client’s behalf.

**EMPLOYEE LEAVE**

The Supplier abides by UK holiday entitlement laws and allocates 28 leave days to all employees. The supplier is officially closed on the eight (8) UK bank holidays. The remaining leave days may be redeemed throughout the year. The supplier handles all legal requirements around employee leave on your behalf.

Your assistant will always consult you before taking leave in order to endeavour to avoid missing peak times for your business. While they are away the supplier provides emergency cover should you request it which is to be discussed and arranged prior to the start of the leave period.

These leave days will fall within your regular subscription period and unused hours will not be carried over or reimbursed.