



## TERMS & CONDITIONS

These terms & conditions apply to any work done for the Client by Vickie Thomas Virtual Assistant (hereafter referred to as the Vickie Thomas).

The Vickie Thomas will provide services as mutually agreed, confirmed in writing by the Client.

The work will be carried out unsupervised at such times and places as determined by the Vickie Thomas using her own equipment or that provided by the Client if allocated.

The Vickie Thomas confirms that she is self-employed, is responsible for her/his own income tax and National Insurance contributions, and for paying VAT (where applicable) and will not claim benefits granted to the Client's employees.

The Vickie Thomas trades as Vickie Thomas Virtual Assistant and can be contacted at: Address - 13 Dale Close, Warwick, Warwickshire, CV34 5NA | Telephone number - 07481 502847 | Email - hello@vthomasva.co.uk.

### 1. **CONFIDENTIALITY & RIGHTS**

- 1.1. The Vickie Thomas shall keep any work undertaken confidential and not use it for personal gain or promotion without written consent of the Client.
- 1.2. The business affairs of the Client shall not be discussed or disclosed to any third parties without prior written permission from the Client.
- 1.3. The Client will be the legal owner and will hold intellectual copyright of all work undertaken by the Vickie Thomas.
- 1.4. All images supplied by the Client remain their responsibility, with regards to obtaining rights for use. All images supplied by the Vickie Thomas will be sourced with permission.
- 1.5. Any content created by the Vickie Thomas as part of a copy-editing/proofreading/project management process will become the copyright of the Client, unless otherwise agreed.
- 1.6. The nature and content of the work will be kept confidential and not made known to anyone other than the Client and its contractors without prior written permission.
- 1.7. The Vickie Thomas guarantees that any work that she subcontracts on behalf of the Client will be completed to the same standard, schedule and budget and with the same conditions of confidentiality.
- 1.8. Under the terms of the Data Protection Act 1998, the Client and Vickie Thomas may keep on record such information (e.g. contact details) as is necessary. Either may view the other's records to ensure that they are relevant, correct and up to date.
- 1.9. Either the Client or the Vickie Thomas has the right to terminate a contract for services if there is a serious breach of its terms.



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- 1.10. This agreement is subject to the laws of England and Wales (or Scots or Northern Ireland law, as appropriate), and both Vickie Thomas and Client agree to submit to the jurisdiction of the English and Welsh (or Scots or Northern Ireland) courts.

## **2. PAYMENTS & BILLING**

- 2.1. Initial one-hour consultation is complimentary.
- 2.2. Vickie Thomas agrees to attend the Clients' or other premises for necessary meetings, the time spent and agreed reasonable expenses incurred to be reimbursed by the Client.
- 2.3. The Client will pay the Vickie Thomas a fee per hour OR an agreed flat fee for the job.
- 2.4. First time Clients will initially be invoiced after two (2) weeks then all subsequent invoices will be at the frequency agreed.
- 2.5. Billable time includes meetings outside of contracted hours and includes the writing and/or reading of correspondence sent by mail or email.
- 2.6. All postage, printing and other stationery expenses bought on behalf of the Client's business will be added to the invoice for reimbursement.
- 2.7. Vickie Thomas is willing to travel to source venues and attend events and conferences as requested by the Client. All travel expenses to / from events and conferences will be charged at a rate agreed with the Client. This includes fuel reimbursement for using my own vehicle at an agreed pence per mile, rail fees and air fees.
- 2.8. Expenses incurred during travel for refreshments, food and drink will also be claimed at an agreed cost or in line with the Client's Expenses Policy.
- 2.9. The completed work will be delivered on or before the date agreed, for the agreed fee, which will be based on the description of the work required and the brief, both supplied by the Client.
- 2.10. If, however, on receipt of the item to be worked on or at an early stage, it becomes apparent that significantly more work is required than had been anticipated in the preliminary discussion/brief, Vickie Thomas may renegotiate the fee and/or the deadline.
- 2.11. Similarly, if, during the term of Vickie Thomas' work, additional tasks are requested by the Client, Vickie Thomas may renegotiate the fee and/or the deadline.
- 2.12. If the project is lengthy, Vickie Thomas may invoice periodically for completed stages.
- 2.13. An additional fee or hourly rate may be requested if a fast turnaround is required. This will be discussed and approved by the Client before any work is undertaken.
- 2.14. Should ongoing project work be suspended or delayed through any default of the Client, Vickie Thomas shall be entitled to immediate payment for work already carried out and expenses incurred.
- 2.15. Final proofreading and checking of all work supplied is the responsibility of the Client.



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- 2.16. Any errors must be reported within three (3) days of receipt of completed work. Errors generated by Vickie Thomas will be rectified in her own time and at her expense but amendments or alterations requested by the Client thereafter will be charged at the standard hourly rate.
- 2.17. Unless agreed otherwise at the outset, payment will be made within 14 days of receipt of the Vickie Thomas Virtual Assistant's invoice, according to the Late Payment of Commercial Debts (Interest) Act 1998 (amended 2002 and 2013).
- 2.18. A detailed time report will be provided with the invoice unless the Client requests otherwise.
- 2.19. All payments are to be made by bank transfer. Bank details will be provided on the invoice.
- 2.20. No further work will be undertaken once an invoice becomes overdue.

### **3. GDPR**

- 3.1. Every step will be taken in accordance with guidance on the [Information Commissioner's Office \(ICO\) website](#) to keep the Client's data safe and secure.
- 3.2. All acquired personal data will be kept safe and secure and it will only be used for its intended purpose, in accordance with GDPR and all regulations set by the ICO.

### **4. WORKING HOURS**

- 4.1. Monday to Wednesday 08:30 to 17:00. Any communication outside of these hours will normally be dealt with on the next working day unless agreed in advance.
- 4.2. Availability on additional days may be possible and will be discussed with the Client. Additional hours may be charged at a higher rate.

### **5. COMMUNICATION**

- 5.1. It is preferred for all communication and instructions to be received via email only. If information is received by a telephone call, they will be interpreted and sent to you by email awaiting your confirmation that the information has been captured correctly and to proceed.

### **6. TURNAROUND**

- 6.1. My retained clients get priority. If you know you will be needing a set number of hours every month, a specific task completed every month, or there is a possibility any of your tasks will need my attention within two working days, then a retainer package is your best option. You can retain my time, at my usual hourly rate, anything from an hour a month.

My terms and conditions may be updated at any time to suit the demands of business. If you have any questions, please do not hesitate to contact me at [hello@vthomasva.co.uk](mailto:hello@vthomasva.co.uk)