

Terms of Business

In this agreement the party who is providing the services shall be referred to as the "Service Provider" and the party contracting to receive the services shall be referred to as the "Client".

1. SUBMITTING WORK:

- a) All work requests should be submitted to Hello@icandoitvaservices.com
- b) All work submitted will be acknowledged within 1 working day. If acknowledgement isn't received within this time the Client should contact the Service Provider to obtain confirmation of receipt.
- c) All details required (eg content, templates, passwords, processes etc) will be confirmed by the Client and work will not commence until all information has been received by the Service Provider.
- d) Deadlines for completion of specific tasks will be agreed between the Service Provider and the Client at the time of acceptance of the work.
- e) Work will not commence on any tasks until the contract has been signed and any pre-payments requested have been made.
- f) The Client will be responsible for checking all work when it is returned, and any queries should be raised forthwith thereafter.
- g) The Service Provider will accept dictation in both digital and handwritten formats. Digital Transcription is charged per audio minute and copy typing per minute.
- h) The Service Provider will try to accommodate any urgent work but there will be a surcharge of £25.00 regardless of the size of the job. This payment is compensation for the Service Provider having to re-arrange work schedules to accommodate the needs of the Client.

The Service Provider will advise the Client prior to commencing any urgent work if a surcharge is to be made.

2. HOURS OF WORK:

- a) Our virtual office is generally available to provide assistance during normal business hours (ie Monday – Friday, 09:00 – 17:00hrs) excluding public and bank holidays.
- b) Outside these hours, work can be completed by prior arrangement.

3. PAYMENT TERMS:

- a) The Client will be invoiced on a monthly basis or upon completion of the services as listed in this Agreement, dependent upon which is first.
- b) Retainer Fees will be invoiced on 15th of each month ahead of the period for which the Fee refers to.
- c) Payments for invoices submitted by the Service Provider to the Client are due upon receipt of invoice.
- d) All retainer packages must be paid in advance and any unused hours can be carried over for a period of one month only.



- e) Pre-paid hours are non-refundable.
- f) Ad-hoc hours are invoiced in increments of 15 minutes. All pre-paid hours are invoiced in actual time.
- g) Postage/courier fees are not included in our rates and will be invoiced separately.
- h) Any non-standard office supplies are not included in our rates and will be invoiced separately.
- i) Outsourced costs such as bulk printing are charged at cost (as agreed) and will be invoiced separately.
- j) Travel is charged at £0.45 per mile if using own transport and at cost for all public transport.
- k) All charges must be pre-approved by the Client.
- l) The Service Provider reserves the right to halt services and not to return work if invoices are not paid.

4. TERMINATION:

- a) In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days' written notice to the other Party.
- b) In the event of a breach of this Agreement by either Party, the non-defaulting Party may terminate this Agreement immediately without prior notice.
- c) Upon Termination, the Service Provider shall invoice the Client for any payment due, and payment will be due immediately upon receipt.
- d) This Agreement may be terminated at any time by mutual agreement of the Parties.

5. NON-DISCLOSURE AND NON-SOLICITATION

- a) The Service Provider shall not directly or indirectly disclose to any person other than a representative of the Client at any time during the term of this Agreement or following the termination/expiration thereof, any confidential or proprietary information pertaining to the Client, including but not limited to customer lists, contacts, financial data, sales data, supply sources, business opportunities, plans, models or trade secrets.
- b) The Service Provider agrees that during the term of this Agreement and for 2 years following the termination of this Agreement, the Service Provider shall not directly or indirectly solicit or attempt to solicit any customers or suppliers of the Client other than on behalf of the Client himself.

6. CONFIDENTIALITY AND DATA PROTECTION

- a) The Service Provider:
 - Adheres to UK Data Protection Laws including GDPR
 - Is registered with the ICO (Registration Number@ ZA748441)
- b) The Service Provider's Privacy Notice can be viewed [here](#) or on our website (www.icandoitvaservices.com).
- c) Client information is held securely and backed up using ISO27001 compliant cloud storage.
- d) Confidential information (the "Confidential Information") refers to any information or data relating to the Client, whether business or personal, which would reasonably



be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

- e) All written and oral information and material disclosed or provided by the Client to the Service Provider under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Service Provider.
- f) The Service Provider will not at any time disclose, divulge, reveal or communicate, for any purpose and Confidential information they have obtained, except as authorised by the Client or as required by law.
- g) The obligations of confidentiality will apply during the term of and survive indefinitely upon termination/expiration of this Agreement.

7. LIABILITY

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

8. DISCLAIMER AND APPLICABLE LAW

- a) The Service Provider will not be liable for any losses the Client might sustain arising directly or indirectly from our completing work save in so far as the same arises directly from our negligence.
- b) All contracts will be governed by English Law.
- c) The Service Provider's Business Address is:
 - I Can Do It VA Services
 - Discovery House
 - Eskdale Close
 - Altofts
 - WF6 2RF

