

# THE ESSENTIAL VA STANDARD TERMS AND CONDITIONS

## 1. GENERAL

- 1.1 In these Conditions, The Essential VA is referred to as 'we' or 'us' and "Work" shall include goods supplied as well as services provided by us under the Contract.
- 1.2 These Conditions ("the Conditions") shall apply to all contracts for the provision of Work by us to the Client ("the Contract") to the exclusion of all other terms and conditions including any terms or conditions which the Client may purport to apply under any purchase order, confirmation of order or similar document.

## 2. CONFIDENTIALITY

- 2.1 We hold a strict confidentiality policy. No details about our Clients or information about the Work will be disclosed or passed on to a third party unless the Court orders us or we are legally obliged to do so.
- 2.2 The Essential VA will sign a confidentiality agreement if requested by the client.

## 3. PRICE, PAYMENT & VARIATION

- 3.1 The Price payable by the Client shall be the price agreed between the parties, subject to variation in accordance with these Terms.
- 3.2 When hourly rates are quoted they refer to time spent working, travelling and waiting, unless otherwise agreed in writing.
- 3.3 If no price has been agreed before the execution of any Work, the Price shall be charged at our normal hourly rate.
- 3.4 Where (1) delays by the Client cause the Work to be extended beyond the time specified, (2) changes in the specification and conditions are made or additional work or meetings are requested by the Client and accepted by us or (3) changes are required in any part of the Work which has been executed by us and in any way accepted by the Client, we shall be entitled to a reasonable extension of time and price increase and/or advance payment. Should the changes be substantial or likely to increase the Price by 25%, we shall be entitled to a separate contract upon our request.
- 3.5 Payment for the Work shall be within 10 days of the invoice date. Unless otherwise agreed in writing, in general:-
  - (i) a 50% deposit is required when a new Client places an order with us
  - (ii) when the estimated price exceeds £150, we reserve the right to request the full payment before commencement of the Work.
- 3.6 We issue our invoice on the completion of the Work or, if the duration of the Work is expected to exceed one week, we issue our invoices once a week to the Client. Time for payment shall be of the essence. Interest on overdue payments shall accrue at the rate of 0.5% per week until the payment is made in full before or after any court judgement. The Client shall indemnify us in full all our reasonable administrative charges at our normal hourly rate and legal costs of recovering overdue payments.
- 3.7 Unless otherwise is agreed in writing, our Price does not include any courier charges, postage, packaging or photocopying which will be invoiced separately.
- 3.8 All personal (as opposed to business) cheques shall be supported by a valid cheque guarantee card.

## 4. DELIVERY & COMPLETION

- 4.1 Unless otherwise has been specifically agreed in writing, time for completion of the Work is given in good faith as an indication and is not of the essence.
- 4.2 The risk in the goods shall pass to the Client upon delivery.

## 5. VIRUS PROTECTION & FILE BACK-UP

- 5.1 For the purpose of computer safety, all incoming emails will be scanned. We reserve the right to refuse to open any attachment that we consider to look suspicious in any way.
- 5.2 We will keep all assignments for a period of 6 months, after which time they will be deleted from our system. On request, within this 6 month period, back-up copies can be provided on disk for a small fee.

## 6. LIABILITY & LOSS

- 6.1 We do not accept any responsibility for any loss or damage of the Client's data and other properties while it is being delivered to us.

## 6. LIABILITY & LOSS (cont'd)

- 6.2 We shall not be liable to the Client for any loss or damage which may be suffered by the Client as a direct or indirect result of the duties and/or obligations of us being prevented, hindered, delayed or rendered uneconomic by reason beyond the reasonable control of us which includes Acts of God, industrial action, accident, illness, etc.
- 6.3 It is the Client's sole responsibility to proof read and check the Work executed. The Client must do this as soon as practicable and shall notify us of any errors within 7 days of the Client's receipt of the completed Work. Amendments or alterations, as requested by the Client, will be charged at the appropriate rate. We shall correct any errors which are made by us at no charge to the Client. We are however entitled to raise additional charges against the Client for correction of any errors (even made by us) of which the Client notifies us after the aforementioned 7 days period for any amendments or alterations to be made by us on the request of the Client.
- 6.4 Unless otherwise agreed in writing by the parties, we shall be under no liability whatever to the Client for any consequential or indirect losses and/or expense (including loss of profit and business revenue, etc.) suffered by the Client arising out of a breach by us of the Contract. In such situation, the liability of us in no circumstances shall exceed the Price.

## 7. INFORMATION

- 7.1 The Client shall supply to us all information and materials which are required for and relevant to the performance of the Work. It is the sole responsibility of the Client to ensure that the information and materials provided are accurate and legible and that the uses of them are lawful. The Client shall fully indemnify us all costs, claims, demands, losses and expenses whatsoever arising out of the use of the materials and in respect of any defamation claim, infringement or alleged infringement of any patent, copyright, registered design or other third party's right arising out of the use of such materials.
- 7.2 All reports and information provided by us to the Client during the performance of the Work are provided for the sole use of the Client and we accept no responsibility nor liability arising from any reliance that may have been made on such reports and information by any third parties unless we have given prior written permission specifically for such use or reliance.

## 8. INSURANCE

- 8.1 For insurance and safety reasons personal visits by Clients to our premises are not allowed.

## 9. INVALIDITY OF PART OF THE AGREEMENT

- 9.1 If any part of this Contract is held to be a violation of any applicable law, statute or regulation, it shall be deemed to be deleted from this Contract and shall be of no force and effect and this Contract shall remain in full force and effect as if that part had not originally been contained in this Contract.

## 10. ASSIGNMENT & SUB-CONTRACT

- 10.1 The parties shall not assign any part of the Contract without the prior written consent of the other and such consent shall not be unreasonably withheld. We shall be entitled to sub-contract part of the Contract to a third party.

## 11. THIRD PARTY'S RIGHT

- 11.1 Nothing in these Conditions confers or purports to confer on any third party any benefit or any right to enforce any term in these Conditions and the terms of the Contract are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

## 12. LAW

- 12.1 The Contract shall in all respects be governed by and construed and interpreted in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.