



This AGREEMENT (the "Agreement"), commencing the **XXth day of Month 2017** is entered into between **Joanne Manville Virtual Assistance** (the "Contractor"), and **Client Name** (the "Client"), regarding the following assignment, (the "Project"):

Project scope:

1. RIGHTS

This Agreement is a work-for-hire. The Client shall own all rights to any new or edited material provided by the Contractor in regard to the completed Project.

2. SERVICE LOCATION

The Project to be provided under this Agreement shall be performed at the Contractor's place of business unless agreed otherwise.

3. SCHEDULE AND DAYS OFF

The Contractor's assistance is generally available to provide services during normal business hours. Monday to Friday 0900hrs – 1700hrs BST (excluding national holidays).

Week day meetings/work outside of these hours will be charged at time and a half. In the event that support is required at weekends, a quote will be provided separately.

Any annual leave dates affecting the Project will be notified to the Client as early as possible.

4. SCOPE OF WORK AND DURATION OF SERVICES

a. The Client will ensure that any Projects which have a deadline will be communicated to the Contractor allowing enough time for the Project to be scheduled and completed. In the event that the Contractor does not have availability to complete the Project by the required deadline, the Contractor may offer to complete the Project out of hours at a premium rate.

b. By way of this Agreement the Client will deliver the Project to the Contractor in the format agreed to by the parties and in the agreed timeframe.

c. The Contractor shall update the Client on a regular basis regarding the status of the Project and deliver the completed Project to the Client on or before the agreed end date (if applicable). Any errors must be reported within three (3) days of receipt of completed Project. Errors generated by Joanne Manville Virtual Assistance will be rectified free of charge.

d. Further iterations or editing after any agreed end date may be subject to further fees.

e. Final proofreading and checking of all work supplied is the responsibility of the Client.

5. CHANGES TO PROJECT ASSIGNMENT

The Client understands that the Contractor's estimated time and cost for completing the Project is an informal calculation and that any adjustments to the amount of work, schedule and/or the number of hours and fees is subject to review and renegotiation with the Client when necessary.

Should ongoing Project work be suspended or delayed through any default of the Client, the Contractor shall be entitled to immediate payment for work already carried out and expenses incurred.

6. PACKAGE OPTIONS AND UNUSED TIME

In the event that the Client has purchased a package of hours or a retained service from the Contractor, these hours must be used within one month of purchase. Any time not used within the month will not be carried over to the following month.

In the event that the Client has purchased a day-rate from the Contractor, it is the responsibility of the Client to ensure that enough work is provided for the full seven hours. In the event that there is no further work required, any unused time will not be carried over.

7. PAYMENTS & BILLING

a. Consultation. The initial one-hour consultation is complimentary;

b. The Fee. The Client agrees to pay the Contractor a minimum fee of £35.00 per hour. The fee may be reduced for a high volume of work at the discretion of the Contractor, to be agreed with The Client before the Project commences. If the Project is based on an hourly rate, then a minimum invoice amount is for one hour and the hourly rate is billed in minutes;

c. Billable Time. The Client shall also be responsible for billable time at the same rate stated in paragraph 7b. Billable time includes travel, meetings outside of contracted hours, and includes the writing and/or reading of correspondence sent by mail, text, email or social media. The Client understands that any estimations of time given by the Contractor, and cost for completing the Project is an informal calculation and that any adjustments to the amount of work, schedule and/or the number of hours and fees is subject to review and renegotiation with the Client when necessary;

d. Reimbursable Expenses. The Client shall also reimburse expenses for postage, courier service, photocopying, stationery, printing and telephone calls made on behalf of the Client, and parking fees.

e. First time Clients will initially be invoiced after two (2) weeks then all subsequent invoices will be at the frequency agreed.

f. Invoicing Remaining Balances. Clients will be invoiced either after an individual Project is completed or at the end of each month. Payment shall be due within fourteen (14) days upon the delivery of the invoice. The final invoice shall include billable time, reimbursable expenses, and any other fees related to the Project.

Payment to be made by bank transfer to:

HSBC
JOANNE MANVILLE VIRTUAL ASSISTANCE
Sort Code: 40-20-30
Account Number: 82686678

g. Once an invoice becomes overdue, no further work will be undertaken;

h. A detailed time report will be provided with the invoice unless the client requests otherwise.

8. CANCELLATION FEES AND RETURN OF WORK

Either party must give 72-hours' notice to revoke this Agreement. If either party terminates the agreement, the Client shall pay the Contractor for work done up to the date of termination. The Contractor shall deliver to the Client all services performed on the Project, up to the time of the cancellation, and the final invoice within 72 hours. The Client shall then settle the balance of the final invoice within one week.

Where the Client has a monthly retainer with the Contractor, one month's notice is required. Any payments for services due within the notice period should be paid on the normal payment date, and work will be completed by the Contractor for this sum. Once this work has been completed, the agreement will be terminated.

In the event that the Client has booked specific dates or times to work 1:1 with the Contractor, and cancels the booking, a charge of 50% of the booking will be charged in any instances where less than 48 hours' notice is given.

9. CONFIDENTIALITY AND CREDIT FOR SERVICES ON WORK

The Contractor shall keep the Project confidential and not use it for personal gain or promotion without written consent of the Client. The business affairs of the Client shall not be discussed or disclosed to any third parties. The Client will be the legal owner and will hold intellectual copyright of all work undertaken by the Contractor.

10. INDEMNIFICATION BY CONTRACTOR

The Contractor shall be responsible for infringing upon the rights of authors, organisations, institutions, copyright holders, or others, as a result of plagiarism, libel, slander, or any other misuse of any material only when undertaking independent work for the Client and not when acting under the Client's direct instruction. The Contractor shall indemnify the Client for any and all claims, damages, costs, and expenses, including legal fees, incurred by the Client as a result of said infringements. If the infringement occurs as a result of the Client's direct instruction then the Contractor will not be held liable.

11. NOTICES AND AMENDMENTS

This Agreement shall not be amended or cancelled except by written instrument signed by both parties. Any notice or other communication in connection with this Agreement shall be in writing and hereunder deemed effective when transmitted by post or email to the Contractor or Client.

It is deemed that the Client, in sending any tasks to the Contractor following receipt of this Agreement, agrees to abide by the terms and conditions of the Agreement.

12. CONTACT DETAILS

Telephone: 07814218142

Email: joanne@joannemanville.co.uk

Address: 2 Clapperbrook Lane, Alphington, Exeter, Devon EX2 8TE

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