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# Client Agreement

This Agreement is entered into as of the **[XX]** day of **[MONTH]** **[YEAR]** between ***[Client Name Here]*** ("the Client") and ***Your Virtual Assistant Solutions*** ("Service Provider").

1. **Independent Contractor**. Subject to the terms and conditions of this Agreement, the Client hereby engages the Service Provider as an independent contractor to perform the services set forth in this agreement, and the Service Provider hereby accepts such engagement. This Agreement shall not render the Service Provider an employee, partner, agent of, or joint venture with the Client for any purpose. The Service Provider is and will remain an independent contractor in her relationship to the Client. The Client shall not be responsible for withholding taxes with respect to the Service Provider’s compensation hereunder.
2. **Duties.** The Service Provider’s duties include any services described in Appendix A (“*Services*”).
3. **Expenses.** During the term of this Agreement, the Service Provider shall bill and the Client shall reimburse the Service Provider for all reasonable and approved out-of-pocket expenses, which are incurred in connection with the performance of the duties hereunder.
4. **Service Rate:** The Client agrees to pay the Service Provider fees as set forth in Appendix B *(“Compensation”*) for the performance of the Services performed under this agreement. The Service Provider will give the Client at least 30 calendar days’ notice on any price changes.
5. **Timelines**. Because the Service Provider is an independent contractor and not an employee, the Client must understand that the Service Provider has multiple clients. Therefore all work should be scheduled in advance and the Service Provider requires tasks 48 hours in advance of project start *(not project finish)*. Further, the Service Provider will attempt to ensure that all tasks are completed as quickly as possible without sacrificing quality or accuracy of work.
6. **Accuracy.** The Client assumes full responsibility for acceptance of work or services performed and agreed upon, as well as final proofing and accuracy. The Service Provider is not responsible for errors or omissions because of incorrect information from the Client or lack of information from the Client.
7. **Materials & Content**. The Client will provide all content, outlines, photos, product images, etc., necessary for any special projects that may be required by the Client. The Service Provider is not responsible for errors made due to illegible sources or poor quality images, photos or other similar product images. Client is responsible for furnishing all pertinent information, and for furnishing accurate, truthful, and complete information necessary for the Service Provider to perform or complete the contracted services.
8. **Confidentiality**. The Client acknowledges that during the engagement the Service Provider will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, customer records, processes, methods, customer lists, accounts and procedures. The Service Provider agrees that they will not disclose any of the previously mentioned, directly or indirectly, or use any of them in any manner, during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Client. All files, records, documents, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Client under this agreement, shall remain the exclusive property of the Client. The Service Provider shall not retain any copies of the foregoing without the Client’s prior written permission or as required as per data retention timescales or General Data Protection Requirements. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Client, the Service Provider shall either deliver to the Client or destroy all such files, records, documents, specifications, information, and other items in the Service Provider’s possession, having due regard to EU GDPR Regulations.
9. **Payment**. The Client agrees to compensate the Service Provider in accordance with the terms of the Service Provider's invoices with balances due in accordance with such payment terms provided for on the respective Service Provider’s invoices, for retainers and/or hourly contracts. All payments are considered fully earned and non-refundable.
10. **Additional Services/Charges**. Rush projects and projects requiring weekend or holiday work may be subject to a 25% surcharge and/or other rush fees. The Service Provider reserves the right to refuse any such rush project or rush service request. Fees incurred for International phone calls or urgent DX or courier charges shall be billed in its entirety to the Client.
11. **Late Fees/Non-Payment.** Payments not received within 7 days of the due date will result in a cessation of services, as the Service Provider reserves the right to refuse completion or delivery of work until past due balances are paid. Business to Business Contracts will be subject to the Late Payment of Commercial Debts (Interest) Act 1998 which will add 8% a year interest on the price of goods or services, plus a fixed sum and reasonable costs of recovering the debt.
12. **Merger**. This Agreement shall not be terminated by the merger or consolidation of the Client into or with any other entity.
13. **Termination**. The Client may terminate this Agreement at any time by 30 working days’ written notice to the Service Provider. In addition, if the Service Provider fails or refuses to comply with the written policies or reasonable directive of the Client, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Client at any time may terminate the engagement of the Service Provider immediately and without prior written notice to the Service Provider. In the event of termination the Client is still responsible to pay the service provider for all work-completed prior to termination under the original terms of this agreement.
14. **Successors and Assigns**. All of the provisions of this Agreement shall be binding upon and of benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
15. **Law**. The laws of England and Wales will govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
16. **Assignment**. The Service Provider may assign any of Client’s rights under this Agreement or delegate the performance of any of Client’s duties hereunder, without the prior written consent of the Client. The Service Provider has the right to sub-contract out the administrative tasks provided the Service Provider clearly informs the Client of this intent prior to doing so. The Client has the right to request that certain tasks are not sub-contracted but any such requests must be in writing to the Service Provider, in advance of any start date of any task or project.
17. **Notices**. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, certified or registered, postage prepaid or return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by post, such notice shall be conclusively deemed given 3 days after date of postage. Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided below.

*Service Provider:*

Your Virtual Assistant Solutions

(Insert Address)

*The Client:*

[Name & Address]

1. **Modification or Amendment**. No amendment, change, or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
2. **Unenforceability of Provisions**. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
3. **Indemnification**. The Client agrees to indemnify, defend and save the Service Provider harmless from and against any and all claims, damages, liabilities costs and expenses, including reasonable legal fees from and against claims of any nature arising directly or indirectly out of this Agreement or the use of the services and products described herein, including, without limitation, any and all claims for copyright infringement, defamation or other torts, or personal injury to the Client or any user of the services provided by the Service Provider or used in connection with such services provided by or through the Service Provider and arising by operation of law, whether the claim is based in whole or in part on negligent acts or omissions of the Service Provider, its agents or employees.

**IN WITNESS WHEREOF**, the undersigned have signed this Agreement as of the day and year first written above.

 **CLIENT**

 (Signature)

 (Print Name)

 Position:

 Address:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

 **SERVICE PROVIDER:**

 (Signature)

 (Print Name)

 Position:

 Address:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX A**

 **THE SERVICES – TIME OR PROJECT BASIS**

1. Services. Service Provider will render the following Services to the Client:

**APPENDIX B**

**COMPENSATION**

2. **Compensation**. As consideration for all Services to be rendered and performed under the Agreement, Client shall pay the Service Provider an hourly rate fee of £ or in the case of special projects, this is usually determined before the commencement of the job/tasks/project and the Client must provide the Service Provider the compensation in full as invoiced by the Service Provider. This will be referred to as (the “Payment Amount”). The Payment Amount shall be paid to the Service within 7 days of receipt of invoice or as otherwise agreed between the parties from time to time.