



Sharon
Vickery
VIRTUAL ASSISTANT

Terms of Engagement

These are the terms & conditions that apply to the office administration, lifestyle and business support services (the **Services**) provided by Sharon Vickery Virtual Assistant (hereafter **Sharon Vickery**), in a consultancy capacity for you (the **Client**). The terms and conditions herein shall continue to apply unless otherwise agreed by us in writing and shall be referred to throughout as **these terms**.

If you have any questions then please do not hesitate to contact us at: Sharon Vickery, 56 Newman Road, Exeter, Devon EX4 1PJ. Tel: 01392 413089. Mob: 07814 660742. Email: sharon@sharonvickery.co.uk. A reference to this site means <https://sharonvickery.co.uk/>.

By accepting these terms, you warrant that you are engaging Sharon Vickery in a business to business context.

1. Interpretation

- 1.1. The following definitions and rules of interpretation apply in these terms (unless the context requires otherwise).

Client Property:

all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business affairs of the Client or its customers and business contacts, and any equipment, keys, hardware or software provided for the Sharon Vickery's use by the Client during the Engagement, and any data or documents (including copies) produced, maintained or stored by Sharon Vickery on the Client or Sharon Vickery's computer systems or other electronic equipment during the Engagement.

Confidential Information:	information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Client for the time being confidential to the Client and trade secrets including, without limitation, technical data and know-how that would be regarded as confidential by a reasonable business person relating to the business of the client or any of its suppliers, customers, agents, distributors, shareholders, management or business contacts, including (but not limited to) information that Sharon Vickery creates, develops, receives or obtains in connection with her Engagement, whether or not such information is marked confidential.
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Data Protection Legislation:	the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 and any other directly applicable European Union regulation relating to privacy applicable in the UK.
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Intellectual Property Rights:	patents, rights to Inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
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Invention:	any invention, idea, discovery, development, improvement or innovation made by Sharon Vickery in the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.
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Works:

all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by Sharon Vickery in the provision of the Services.

- 1.2. The headings in these terms are inserted for convenience only and shall not affect its construction.
- 1.3. A reference to writing shall include email.
- 1.4. A reference to Sharon Vickery includes any Substitute appointed by her in accordance with clause 3.3 to deliver the Services.
- 1.5. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

2. Basis of the Contract

- 2.1. All Client enquiry into the Services provided by Sharon Vickery will be offered a free, complimentary and non-binding consultation for one hour (the **Consultation**). The Consultation may be conducted over the telephone or in person by Sharon Vickery and will establish the business needs of the Client.
- 2.2. Once the Consultation has taken place and no later than 48 hours after such Consultation, Sharon Vickery will provide to the Client a proposal that sets out the following details (the **Proposal**):
 - a) the scope of the Services to be provided to the Client;
 - b) the number of hours Sharon Vickery will devote in each calendar month to the Services (the **Hours**);
 - c) the date on which the Services will commence (the **Commencement Date**);
 - d) the duration of the Services (the **Engagement**); and
 - e) the estimated costs or retainer required based on the fee structure published by Sharon Vickery on this site from time to time.
- 2.3. The Client may accept the Proposal by giving written notice to Sharon Vickery no later than 48 hours before the Commencement Date and such notice will constitute acceptance of these terms and a legally binding contract shall come into existence.

- 2.4. The Engagement shall commence on the Commencement Date and shall continue until terminated:
- a) On the end date provided for in the Proposal if the Services are project based or monthly (**Completion**); or
 - b) by either party giving to the other not less than 2 Business Days' prior written notice if the Services are ongoing.

3. Duties and Obligations

- 3.1. During the Engagement Sharon Vickery shall:

- a) provide the Services with all due care, skill and ability and use her best endeavours to promote the interests of the Client;
- b) unless prevented by ill health or accident, devote (and record) the Hours set out in the Proposal;
- c) promptly give to the Client all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services;
- d) not have any authority to incur any expenditure in the name of or for the account of the Client or hold herself out as having authority to bind the Client;
- e) comply with the Client's policies on social media, use of information and communication systems, anti-harassment and bullying, health and safety at work and/or any other operative policy that the client may have in force from time to time provided always that such policies have been notified to Sharon Vickery; and
- f) comply with all applicable laws and regulations, including but not limited to the Data Protection Legislation, and not engage in any activity, practice or conduct which would constitute a criminal offence,

and any failure to comply with this clause 3.1 may result in the immediate termination of these terms.

- 3.2. If Sharon Vickery is unable to provide the Services due to illness or injury, she shall advise the Client of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with clause 4 in respect of any period during which the Services are not provided.
- 3.3. Sharon Vickery may, with the prior written approval of the Client and subject to the following proviso, appoint a suitably qualified and skilled substitute (the **Substitute**) to perform the Services on her behalf, provided that the Substitute shall be required to enter into direct undertakings with the Client, including with regard to confidentiality. If the Client accepts the Substitute, Sharon Vickery shall continue to invoice the Client in accordance with clause 4 and shall be responsible for the remuneration of the Substitute. For the avoidance of doubt, Sharon Vickery will continue to be subject to all duties and obligations under these terms for the duration of the appointment of the Substitute.

4. Fees

- 4.1. The Client shall pay Sharon Vickery the fees set out in the Proposal, and if applicable the billable time (in 30-minute increments), reimbursable expenses (including but not limited to postage, printing, storage and stationary) and any other fees reasonably incurred by Sharon Vickery (the **Fees**) exclusive of VAT.
- 4.2. If the Fees are payable as a retainer (**Retainer**), payment must be received by Sharon Vickery by bank transfer to her nominated account before the Commencement Date. If the Retainer has not been paid by the Commencement Date, Sharon Vickery may terminate the Engagement subject these terms.
- 4.3. If the Fees are payable on a standard rate, Sharon Vickery shall submit to the Client an invoice on Completion or monthly which shall give details of the Hours recorded, the Services provided and the amount of the fee payable for the Services during the Engagement.
- 4.4. In consideration of the provision of the Services during the Engagement, the Client shall pay each invoice submitted by Sharon Vickery in accordance with clause 4.1 within 14 days of receipt by bank transfer to her nominated account.
- 4.5. If the Client fails to make a payment due to Sharon Vickery by the due date set out in the invoice, then the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 4.5 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 4.6. Payment in full or in part of the Fees claimed under clause 4 shall be without prejudice to any claims or rights of the Client against Sharon Vickery in respect of the provision of the Services.
- 4.7. The Client shall reimburse all reasonable expenses properly and necessarily incurred by Sharon Vickery in the course of the Engagement, subject to production of receipts or other appropriate evidence of payment.
- 4.8. Sharon Vickery reserves the right to issue an interim invoice for Services provided in part where it is reasonable to do so.

5. Deliverables

- 5.1. All documents and materials developed by Sharon Vickery as part of or in relation to the Services in any form or media, including transcripts, reports, letters, invoices and any other documents as set out in the Proposal or further agreed between the parties (including drafts) shall be delivered in accordance with clause 12 (the **Deliverables**).
- 5.2. The Client shall notify Sharon Vickery of any inaccuracies in the Deliverables within 3 days of receipt and Sharon Vickery will rectify such inaccuracies as soon as practicable free of charge (**Rectification**). Once the Rectification period has elapsed, the Deliverables will be deemed as accepted by the Client
- 5.3. If the Client requests an amendment to the Deliverables, Sharon Vickery will undertake the work as per the standard rate applicable from time to time.

6. Other activities

Nothing in these terms shall prevent Sharon Vickery from being engaged, concerned or having any financial interest in any other business, trade, profession or occupation during the Engagement provided that such activity does not cause a breach of any of Sharon Vickery's obligations under these terms

7. Confidential information

- 7.1. Sharon Vickery shall not (except in the proper course of her duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use her best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:
- a) any use or disclosure authorised by the Client or required by law; or
 - b) any information which is already in, or comes into, the public domain otherwise than through Sharon Vickery's unauthorised disclosure.
- 7.2. At any stage during the Engagement, Sharon Vickery will promptly on request return all and any Client Property in her possession to the Client.

8. Data protection

- 8.1. Both parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and Sharon Vickery is the data processor during the Engagement.
- 8.2. Sharon Vickery and the Client will comply with the Data Protection Legislation.
- 8.3. The Client shall set out and notify in writing to Sharon Vickery the scope, nature and purpose of the processing by her, the duration of the processing, the types of personal data (as defined in the Data Protection Legislation (**Personal Data**)) and categories of data subject before the Commencement Date.
- 8.4. Sharon Vickery shall, in relation to any Personal Data processed in connection with the Engagement:
- a) Process that Personal Data only on written instructions of the Client.
 - b) Keep the Personal Data confidential.
 - c) Comply with the Client's privacy policy.
 - d) Comply with the Client's reasonable instructions with respect to processing Personal Data.
 - e) Assist the Client at the Client's cost in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators.
 - f) Notify the Client without undue delay on becoming aware of a Personal Data breach or communication which relates to the Client's or Sharon Vickery's compliance with the Data Protection Legislation.

- g) At the written request of the Client, delete or return Personal Data and any copies thereof to the Client on termination of the Engagement unless required by the Data Protection Legislation to store the Personal Data.
 - h) Maintain complete and accurate records and information to demonstrate compliance with this clause 8 and allow for audits by the Client or the Client's designated auditor.
- 8.5. Sharon Vickery shall ensure that she has in place appropriate technical or organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:
 - a) pseudonymising and encrypting Personal Data;
 - b) ensuring confidentiality, integrity, availability and resilience of its systems and services;
 - c) ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and
 - d) regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.
- 8.6. The Client agrees that any Substitute appointed under clause 3.3 is a third-party processor of Personal Data under these terms. Sharon Vickery confirms that she will enter into a written agreement, which incorporates terms which are substantially similar to those set out in this clause 8, with the Substitute. Sharon Vickery shall remain fully liable for all acts or omissions of any third-party processor appointed by her.
- 8.7. Each party shall have full liability for and shall indemnify the other party for any loss, liability, costs (including legal costs), damages, or expenses resulting from any breach by that party of the Data Protection Legislation, and shall maintain in force full and comprehensive insurance held with a reputable insurer based in the UK.

9. Intellectual property

- 9.1. Sharon Vickery hereby assigns to the Client all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under these terms, Sharon Vickery holds legal title in these rights and inventions on trust for the Client.
- 9.2. Sharon Vickery undertakes:
 - a) to notify to the Client in writing full details of any Inventions promptly on their creation;
 - b) to keep confidential details of all Inventions;
 - c) whenever requested to do so by the Client and in any event on the termination of the Engagement, promptly to deliver to the Client all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any

part of the Works and the process of their creation which are in his possession, custody or power;

- d) not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Client; and
- e) to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Client.

9.3. Sharon Vickery warrants to the Client that:

- a) she has not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;
- b) she is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
- c) the use of the Works or the Intellectual Property Rights in the Works by the Client will not infringe the rights of any third party.

9.4. Sharon Vickery waives any moral rights in the Works to which she is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Works or other materials infringes Sharon Vickery's moral rights.

9.5. Sharon Vickery acknowledges that, except as provided by law, no further Fees or compensation other than those provided for in these terms are due or may become due to Sharon Vickery in respect of the performance of his obligations under this clause 9.

9.6. Sharon Vickery undertakes, at the expense of the Client, at any time either during or after the Engagement, to execute all documents, make all applications, give all assistance and do all acts and things as may, in the opinion of the Client, be necessary or desirable to vest the Intellectual Property Rights in, and to register them in, the name of the Client and to defend the Client against claims that works embodying Intellectual Property Rights or Inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works and the Inventions.

10. Insurance and Limitation on Liability

10.1. Sharon Vickery shall maintain in force during the Engagement full and comprehensive insurance held with a reputable insurer based in the UK. The limits and exclusions in this clause 10 reflect the insurance cover Sharon Vickery has been able to arrange and the Client is responsible for making its own arrangements for the insurance of any excess loss.

10.2. Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation; and

- c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 10.3. Subject to clause 10.2, Sharon Vickery's total liability to the Client shall not exceed the total value of the Services provided to the Client in the preceding 12 months. Sharon Vickery's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these terms.
- 10.4. Subject to clause 10.2, the following heads of loss and damage are wholly excluded by the parties:
 - i. Loss of profits
 - ii. Loss of sales or business.
 - iii. Loss of agreements or contracts.
 - iv. Loss of anticipated savings.
 - v. Loss of use or corruption of software, data or information.
 - vi. Loss of or damage to goodwill.
 - vii. Indirect or consequential loss.
- 10.5. Sharon Vickery has given commitments as to compliance of the Services in clause 3. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these terms.
- 10.6. This clause 10 shall survive termination of the Contract.

11. Status

The relationship of Sharon Vickery to the Client will be that of independent contractor and nothing in these terms shall render her an employee, worker, agent or partner of the Client and Sharon Vickery shall not hold herself out as such.

12. Notices

- 12.1. Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:
 - a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or its principal place of business (if a company) or (in the case of Sharon Vickery) his last known address; or
 - b) sent by email to the address specified in the Proposal.
- 12.2. Any notice or communication shall be deemed to have been received:
 - a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;

- c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours (meaning 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt) resume.

12.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13. Entire agreement

13.1. These terms constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

13.2. Each party acknowledges that in entering into these terms it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms.

13.3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms.

13.4. Nothing in this clause shall limit or exclude any liability for fraud.

14. Third party rights

A person who is not a party to these terms shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under these terms are not subject to the consent of any other person.

15. Governing law

These terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

16. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms or its subject matter or formation (including non-contractual disputes or claims)