

TERMS AND CONDITIONS

Effective Date: March 2025

1. Introduction

- Please read these Terms of Use ("Terms") carefully. By commencing work with Har-PA Virtual Assistant Services ("Business", "Us", "We"), you ("you" or "Client") accept these Terms as the basis of the agreement covering the use of all our services and packages ("Services"), and you agree to be bound by these Terms.
- These Terms may be updated or changed from time to time. Registered clients will be made aware of any changes.

2. General Terms

These Terms & Conditions apply to any work done for the Client by Har-PA Virtual Assistant Services.

- Har-PA will provide service(s) as mutually agreed, confirmed in writing by the Client.
- The work will be carried out unsupervised at such times and places as determined by Har-PA using Har-PA's own equipment.
- Har-PA confirms that there will be no claim or responsibility by the Client for income tax and National Insurance contributions and will not claim benefits granted to the Client's employees.
- Initial consultation and quotations are free and carried out by email, telephone, or video call (generally limited to 30 minutes).
- Work can be accepted from the Client by email, post, USB drive, file share, or courier. If within 10 miles, we may collect the work from the Client offices at a charge of 30 minutes.
- All work carried out will be proofread, however, final proofreading of the work is the responsibility of the Client.
- Any errors must be reported within three (3) days of receipt of completed work. Errors generated by Har-PA will be rectified in the Company's own time and at the Company's expense, but amendments or alterations requested by the Client thereafter will be charged at the standard hourly rate.
- Har-PA does not accept liability or responsibility for the end use of any documents or materials produced or edited by us on behalf of the Client.
- Har-PA reserves the right to reject any work that we believe to be unlawful or immoral.
- In the event that scheduled work is unexpectedly not possible on the proposed date (e.g., due to illness), Har-PA will contact the Client immediately.
- Any annual leave will be planned, and the Client notified with reasonable notice.

3. Payment Terms

- Payment can be made by bank transfer, Paypal or cheque.
- Plans must be paid for in advance. Thereafter, a monthly plan will be valid for 4 weeks from the date of the signed contract. The first request for services must be made within 2 weeks of the date of the signed contract.
- Project work (pay-as-you-go & all-inclusive plans) payments will be invoiced on completion of the work (unless deposit payments are agreed), and payment is due 14 days from the date of the invoice.
- Any additional expenses (e.g., postage, printing, stationery) will be added to the invoice for reimbursement and will be agreed in writing with the Client prior to usage.
- If project work is lengthy, staged payments may be invoiced periodically.
- If the project is on an hourly rate, the minimum invoice amount will be for 1 hour. Additional time will be billed in increments of 15 minutes, with time rounded up or down to the nearest 15 minutes.
- For monthly retainer plans, a maximum of 10% of unused hours can be rolled over to the following month.
- A time report can be issued with the Client's invoice at the Client's request.

- Billable time includes meetings and calls and includes writing and/or reading any correspondence sent in any manner.
- Overdue invoices may result in interest charges (at the rate of 8%) for the total outstanding per month.
- No further work will be undertaken once an invoice becomes overdue.
- In the event of a contract being cancelled/terminated, the Client agrees to pay for all the work completed, including any reimbursable expenses incurred up to that point.
- A fee of £20 will be charged for any returned cheques.

4. Agreed Work and Changes

- Written confirmation accepting the Terms and Conditions and service contract is required before any work can commence.
- A formal quotation will be provided outlining Har-PA's hourly fee structure and the scope of work required.
- The completed work will be delivered on or before the agreed date, for the agreed fee, based on the description of the work required and the brief supplied by the Client.
- If, upon receipt of the item to be worked on, it becomes apparent that significantly more work is required than anticipated, Har-PA may renegotiate the fee and/or the deadline.
- Similarly, if additional tasks are requested by the Client during the term of the contract, Har-PA may renegotiate the fee and/or the deadline.
- An additional fee or hourly rate may be requested if a fast turnaround is required. This will be discussed and approved by the Client before any work is undertaken.
- Should ongoing project work be suspended or delayed through any default of the Client, Har-PA shall be entitled to immediate payment for work already carried out and expenses incurred.

5. Confidentiality & Rights

- Any content created by Har-PA as part of a copy-editing/proofreading/project management process will become the copyright of the Client, unless otherwise agreed.
- All images supplied by the Client remain their responsibility with regard to obtaining rights for use. All images supplied by Har-PA will be sourced with permission.
- The nature and content of the work will be kept confidential and not disclosed to anyone other than the Client and its contractors without prior written permission. If required, the Client's confidentiality agreement can be signed.
- Under the terms of the Data Protection Act 1998 and GDPR, the Client and Har-PA may keep on record such information (e.g., contact details) as is necessary. Either may view the other's records to ensure they are relevant, correct, and up-to-date.
- Har-PA will take all reasonable precautions to safeguard the property belonging to its clients. However, Har-PA cannot be held responsible for any loss, damage, or theft of data, projects, equipment, or other items relating to assignments during transit to, from, or whilst at Har-PA's premises.
- Clients must make copies of all data and information prior to sending to Har-PA.
- Either the Client or Har-PA have the right to terminate a contract for services if there is a serious breach of its Terms.

6. Governing Law

- This agreement is subject to the laws of England and Wales, and both Har-PA and the Client agree to submit to the jurisdiction of the English and Welsh courts.