In this Agreement, “Kate Porteous” or “her” shall be Kate Porteous trading as Kate Porteous Virtual Assistant, and the “Client” or “you” shall be any person, company or entity who enters into a contract with Kate Porteous.  Any subsequent contract entered into will be subject exclusively to the Terms and Conditions set out below.

BASIS OF TERMS AND CONDITIONS

* Initial thirty (30) minute consultation is complimentary.
* New Clients are required to sign a contract and agree to these terms and conditions before any work is started.
* These terms and conditions shall not be varied except by mutual consent between Kate Porteous and the Client, in writing.
* The Client understands that the time and cost estimated by Kate Porteous for completing the Work 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.
* Final proofreading and checking of all work supplied is the responsibility of the Client.
* Any errors must be reported within three (3) days of receipt of completed work.

PAYMENTS AND BILLING

* Errors generated by Kate Porteous will be rectified free of charge, but amendments or alterations requested by the Client thereafter will be charged at the standard hourly rate.
* You have no right to withhold or reduce payment based on your critical response to, or appraisal of, the work Kate Porteous does for you, and you acknowledge her right to pursue payment in full should you elect for any reason to do this.
* Should ongoing project or package based work be suspended or delayed through any default of the Client, Kate Porteous shall be entitled to immediate payment for work already carried out and expenses incurred.
* If the work is based on an hourly rate, then a minimum invoice amount is for one hour and the hourly rate is billed in increments of thirty (30) minutes, with time rounded up or down to the nearest half of an hour.
* Hourly work will be timed using an on-line application to record how much time is spent on each assignment.  An exportable breakdown report can be provided with the invoice if the Client requests one.
* Clients will be invoiced either after an individual assignment is completed or on an ongoing monthly basis – payment frequency to be agreed between both parties when the work is assigned.
* Invoices are to be settled within fourteen (14) days upon delivery unless otherwise agreed. The final invoice shall include billable time, reimbursable expenses, and any other fees related to the work.
* Billable time includes meetings outside of contracted hours, travelling and includes the writing and /or reading of correspondence sent by mail or email.
* Any travelling expenses and all postage, printing and other stationery expenses bought on behalf of the Client’s business will be added to the invoice for reimbursement.
* Payment may be made by cheque (made payable to Kate Porteous), by PAYPAL or by automated credit transfer (BACS) unless otherwise agreed.
* Note: Address and BACS details will be stated on your invoice. A 3.5% charge will be added to PAYPAL payments to cover their admin charges.
* Proof of postage of cheques is not considered proof of receipt.
* The Client will be charged a forty pounds (£40) penalty fee if the bank refuses a cheque.
* Once an invoice becomes overdue, no further work will be undertaken.

CONFIDENTIALITY AND RIGHTS

* Kate Porteous shall keep any work undertaken 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 Kate Porteous.