



Administrative Service Agreement

THIS AGREEMENT is made on

BETWEEN:

Louise Roberts, LR Virtual Assistant whose registered office is at **18, St Georges Road, Babbacombe, Torquay, Devon, TQ1 3QY ('the Virtual Assistant')**

and

('the Client')

NOW IT IS HEREBY AGREED AS FOLLOWS:

1 DEFINITIONS

In this Agreement the following terms and phrases shall have the following meaning unless the context requires otherwise:

Commencement Date

Administrative Services the services to be performed by Louise Roberts at LR Virtual Assistant in the course of their appointment hereunder and such services to be provided using reasonable skill and care.

Termination Date the date on which the Virtual Assistant's appointment hereunder is terminated.

2 APPOINTMENT

With effect from the Commencement Date, the Virtual Assistant is (subject to Clause 8) appointed as a Virtual Assistant to the Company to carry out the Services of Virtual Administration Assistant unless this Agreement is terminated by either party serving not less than two weeks' notice in writing on the other.

3 DUTIES

- 3.1 During their appointment, the Virtual Assistant shall devote such of their time, attention and skill to the business of the Company as shall be necessary for the proper performance of Administrative Services provided.
- 3.2 The Virtual Assistant agrees to undertake Administrative Services in an expert and diligent manner and to provide their services to the best of their financial, commercial, technical and creative skill.
- 3.3 The Virtual Assistant shall keep the Company informed of progress on the project(s) in which the Virtual Assistant is engaged and shall produce written reports on the same from time to time when so requested by the Company.

While the Virtual Assistant 's method of working is entirely their own and he or she is not subject to the control of the Company, he or she shall nevertheless promptly comply with this and any other reasonable requests of the Company.

- 3.4 The Virtual Assistant warrants to the Company that by entering into this Agreement he or she will not be in breach of any obligations to or agreements with any third party.
- 3.5 The Virtual Assistant will not during their appointment undertake any additional activities or accept other engagements or employments which lead or might lead to any conflict of interest between the Virtual Assistant and the best interests of the Company or which are in competition with the business of the Company.
- 3.6 If the Virtual Assistant is unable at any time to perform Administrative Services, the Virtual Assistant may delegate performance of the Administrative Services to such suitably qualified and experienced personnel as he or she may from time to time deem appropriate. The Virtual Assistant must notify the Company if this power to delegate is exercised and provide details of the name of the delegate. The Virtual Assistant will be responsible for remunerating the delegate.
- 3.7 If the Virtual Assistant is unable at any time to perform Administrative Services due to illness, he or she must notify the Company as soon as reasonably practicable.
- 3.8 The Virtual Assistant will comply with the Company's policies and procedures on anti-corruption and bribery.

5 VIRTUAL ASSISTANT SERVICES TO BE PROVIDED

- 5.1 As discussed the work to be carried out will be as follows:
- 5.2 The work to be carried out will be on an ad-hoc / project related basis.
- 5.3 The work will be completed to agreed deadlines (if required) and will be time tracked to produce an invoice.

6 VIRTUAL ASSISTANT ADMINISTRATIVE SERVICE FEES

- 6.1 The work to be carried out will be paid at the hourly rate of £28 per hour or part thereof.

There is no VAT to be added at this time.

Fees shall be payable weekly/monthly and by 7th day thereafter from date of the invoice.

- 6.2 Unless agreed otherwise, the Virtual Assistant shall submit an invoice to the Company on the first day of each month detailing the Administrative Services provided and the hours worked within that month and the fees due in respect thereof and where he or she is registered for value added tax shall show any value added tax separately on such invoices.

7 CONFIDENTIALITY

- 7.1 The Virtual Assistant hereby agrees that during the course of their appointment under this Agreement he or she is likely to obtain knowledge of trade secrets and also other confidential information with regard to the business and financial affairs of the Company and those of the Company's clients, customers and suppliers details of which are not in the public domain ('Confidential Information') and accordingly the Virtual Assistant hereby undertakes to and covenants with the Company that:

7.1.1 he or she shall not at any time after the Termination Date use or procure the use of the name of the Company in connection with their own or any other name in any way calculated to suggest that he or she continues to be connected with the business of the Company or in any way hold himself or herself out as having such connection;

7.1.2 he or she shall not use the Confidential Information other than during

the continuance of this Agreement and in connection with the provision of Administrative Support Services; and

7.1.3 he or she shall not at any time after the date of this Agreement (save as required by law) disclose or divulge to any person other than to officers or employees of the Company whose province it is to know the same any Confidential Information and he or she shall use their best endeavors to prevent the publication or disclosure of any Confidential Information by any other person.

7.2 The restrictions set out in Clause 6 shall cease to apply to information or knowledge which comes into the public domain otherwise than by reason of the default of the Virtual Assistant.

8 DELIVERY UP OF DOCUMENTS

Upon the expiration or termination of their appointment under this Agreement for whatsoever cause, the Virtual Assistant shall forthwith deliver up to the Company or its authorised representative all keys and any swipe card, credit cards, computer hardware or software, mobile phone, books, documents, account records and any other papers, data or items which may be in their possession, custody or control and which are the property of the Company or which otherwise relate in any way to the business or affairs of the Company and no copies of the same or any part thereof shall be retained by him or her. He or she shall then (if required by the Company) make a declaration that the whole of the provisions of this Clause have been complied with.

9 TERMINATION OF AGREEMENT

Either party shall have the right at any time to terminate this Agreement by not less than one month's notice in writing to the other party. In addition, the Company shall have the right to terminate this Agreement at any time by summary notice without any payment in lieu in the event of the Virtual Assistant:

- 9.1 being in material or persistent breach of any of the terms of this Agreement;
- 9.2 having a bankruptcy order made against him or her or making any arrangement with their creditors or having an interim order made against him or her;
- 9.3 being convicted of any criminal offence other than a minor driving offence under the Road Traffic Acts;
- 9.4 persistently and willfully neglecting the performance of Administrative Services or failing to remedy any default in providing the Administrative

Services;

- 9.5 offering, promising or giving a bribe or requesting, agreeing to receive or accepting a bribe or bribing a foreign public official in connection with the Administrative Services contrary to the Bribery Act 2010; or
- 9.6 doing any action manifestly prejudicial to the interests of the Company or which in the opinion of the Company may bring the Company into disrepute;

and the Virtual Assistant shall have no claim against the Company in respect of the termination of their appointment for any of the reasons specified pursuant to Clauses 7.1 to 7.6.

9 NO EMPLOYMENT

The Virtual Assistant is an independent contractor and nothing in this Agreement shall render or be deemed to render the Virtual Assistant an employee, worker or agent of the Company and the Virtual Assistant shall not hold himself or herself out as such. This Agreement does not create any mutuality of obligation between the Virtual Assistant and the Company.

10 TAX LIABILITIES AND INDEMNITY

- 10.1 The Company and the Virtual Assistant declare and confirm that it is the intention of the parties that the Virtual Assistant shall have the status of a self-employed person and shall be responsible for all income tax liabilities and national insurance or similar contributions in respect of their fees and accordingly the Virtual Assistant hereby agrees to indemnify the Company in respect of any claims that may be made by the relevant authorities against the Company in respect of income tax and national insurance or similar contributions relating to the Virtual Assistant 's services under this Agreement.
- 10.2 The Virtual Assistant also agrees to indemnify the Company for any loss, damage, liability, costs or expenses (including reasonable legal costs) arising from:
 - 10.2.1 any breach by him or her, or any delegate engaged by him or her, of the terms of this Agreement, including any negligent or reckless act or omission in carrying out Administrative Services; or
 - 10.2.2 any employment-related claim or any claim based on worker status brought by him or her, or by any delegate appointed by him or her, against the Company arising out of or in connection with the provision

of Administrative Services.

11 INSURANCE

The Virtual Assistant warrants to the Company that he or she will take out and maintain throughout the term of this Agreement adequate insurance with an insurance office of repute to protect themselves against any liabilities arising out of this Agreement and shall produce, at the request of the Company, a copy of the insurance policy or policies and relevant renewal receipts for inspection by the Company.

12 DATA PROTECTION

- 12.1 All personal information that the Virtual Assistant may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Company's rights under the GDPR.
- 12.2 For complete details of the Virtual Assistant 's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Company's rights and how to exercise them, and personal data sharing (where applicable), please refer to the Virtual Assistant 's Privacy Notice which is attached.

13 INTELLECTUAL PROPERTY

- 13.1 The Virtual Assistant assigns to the Company all existing and future intellectual property rights and inventions arising from the Administrative Services. The Virtual Assistant also agreed to do all acts as may in the opinion of the Company be necessary to give effect to this Clause.
- 13.2 The Virtual Assistant waives all moral rights under the Copyright, Designs and Patents Act 1988 which the Virtual Assistant has or may have in any existing or future works relating to the Administrative Services.

14 FORCE MAJEURE

- 14.1 If either party to this Agreement is prevented or delayed in the performance of any of their respective obligations under this Agreement by "force majeure", then such party shall be excused the performance for so long as such cause of prevention or delay shall continue.

14.2 For the purpose of this Agreement, "force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and includes, but is not limited to, the following:

14.2.1 strikes, lockouts or other industrial action;

14.2.2 terrorism, civil commotion, riot, invasion, war threat or preparation for war;

14.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, severe weather or other natural physical disaster;

14.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and

14.2.5 political interference with normal operations.

15 ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding of the parties relating to the subject matter of this Agreement and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral.

16 SURVIVAL OF CAUSES OF ACTION

The termination of this Agreement howsoever occurring shall not affect the rights and liabilities of the parties already accrued at such time nor affect the continuance in force of such of its provisions as are expressed as or capable of having effect after such termination.

17 SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the illegal or unenforceable provision eliminated.

18 VARIATION AND WAIVER

18.1 This Agreement can only be varied with the consent of both the Virtual Assistant and the Company.

18.2 Failure of any party to insist upon strict performance of any provision of this Agreement or the failure of any party to exercise any right or remedy to which he or she is entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this Agreement.

18.3 No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be such and signed by all the parties to this Agreement.

18.4 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

19 COMMUNICATIONS

Any communication or notice to be given pursuant to the terms of this Agreement shall be in writing and shall be delivered by hand or sent by post to the address of the addressee as set out in this Agreement or such other address (being in Great Britain) as the addressee may from time to time have notified for the purpose of this Clause, or sent by facsimile transmission to the addressee's fax number as from time to time notified.

20 LAW AND JURISDICTION

This Agreement is governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales to settle any dispute or claim arising from this Agreement.

SIGNED:

Louise Roberts

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Louise Roberts
Director, LR Virtual Assistant

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Date

SIGNED:

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LR VIRTUAL ASSISTANT

PRIVACY POLICY

Louise Roberts ("I", "Me", "My") operates LR Virtual Assistant, 18, St Georges Road, Torquay, Devon, TQ1 3QY ("Service")

This policy has been written to help you understand why privacy matters to my business and how I will treat the personal information I collect from my Clients.

You should read the policy carefully and contact me if you have any questions or concerns about my practices. By signing this agreement, you agree to the collection and use of information in accordance with this policy.

What information do I collect?

If you contact me to enquire about the Virtual Administration Service, I offer I will collect:

- Your name
- Your email address(es)
- Your company address(es)
- Any personal information you provide me regarding your enquiry

I may also collect data from third parties should you provide me with that information and of which maybe in connection with the business you operate. All third-party information will remain secure and will be stored appropriately according to GDPR legislation.

How do I use the information?

I use the information collected to:

- Contact you if you have submitted your information using Email, Facebook, LinkedIn, Twitter and any other Social Media communications you use.
- Contact you if you have provided your telephone number or email address
- Provide you with administration support

What basis do I have to process your personal data?

I will only contact you if you request any form of administration support and therefore I am following the processing conditions of consent, as you have submitted the data to me to provide an administration service to you.

I use your data following the processing conditions of legitimate interest, as by contacting me via Email, Telephone or Social Media of any kind you are interested in my business services.

When do I share personal data?

I treat personal data confidentially. I will only use it to provide my services or conduct my business operations. I will not share it with marketing companies.

I will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organisation or a country unless there are adequate controls in place including the security of your data and other personal information.

I may disclose your data in good faith, if there is a legal requirement, such as to comply with a legal obligation, to protect my own rights, to protect the user's rights, to protect against legal liability.

I may contract third party companies and individuals to facilitate my Service, to provide the Service on my behalf, to perform Service-related services or to assist me in analysing how my Service is used. These third parties have access to your Personal Data only to perform these tasks on my behalf and are obligated not to disclose or use it for any other purpose. This would include search engine facilities and paid advertising, data on traffic and usage patterns.

Where do I store and process data?

All data is stored and processed within the United Kingdom, the data is not transferred outside of the European Economic Area.

How do I secure personal data?

The security of your data is important to me and I will take every reasonable measure to keep your data secure. But you will be aware that no method of sharing information or

data over the Internet, or method of electronic storage is secure. While I strive to use commercially acceptable means to protect your Personal Data, I cannot guarantee its absolute security.

How long do I keep personal data for?

I only keep data for as long as reasonably necessary.

What are your rights in relation to personal data?

You are entitled:

- To be informed about the use and collection of your personal information
- To have the right to access personal data that is held about you
- To correct or delete that data
- To withdraw consent or restrict processing of data
- To have data portability (to use a copy of your personal data to re-use with another service or organisation)
- To restrict the processing of your data
- To object against the use of your data

You are entitled to exercise your rights. Should you wish to make a complaint, or a subject data request please email hello@lrva.co.uk I will do my best to rectify matters in the best way that I can, but if you remain dissatisfied you have the right to make a complaint with the Information Commissioner's Office

Your rights may be limited in certain circumstances, for example if your subject data request may expose data about another person, or if you ask me to delete information which I am required to keep by law.

To learn more about your rights you should refer to the Information Commissioner's Office own website.

Changes to This Privacy Policy

I may update my Privacy Policy from time to time. I will notify you of any changes by posting the new Privacy Policy on this page. I will let you know via a prominent notice on my Social Media pages, prior to the change becoming effective and update the "effective date" at the top of this Privacy Policy. You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

How do you contact me?

If you have any questions or concerns about the Privacy Policy, my practices, your personal information, or if you wish to file a complaint you can contact me via email on hello@lrva.co.uk