



Joanne Manville
Virtual Assistance
Giving your business space to grow

FREELANCE AGREEMENT

This AGREEMENT (the "Agreement"), commencing the **XXth June 2019** is entered into between **Joanne Manville Virtual Assistance** (the "Contractor"), and **Client Name** (the "Client"), regarding the following assignment, (the "Project"):

Project scope:

1. RIGHTS

This Agreement is a work-for-hire. The Client shall own all rights to any new or edited material provided by the Contractor in regard to the completed Project.

2. SERVICE LOCATION

The Project to be provided under this Agreement shall be performed at the Contractor's place of business unless agreed otherwise.

3. SCHEDULE AND DAYS OFF

The Contractor's assistance is generally available to provide services during normal business hours. Monday to Friday 0900hrs – 1700hrs BST (excluding national holidays).

Week day meetings/work outside of these hours will be charged at time and a half. In the event that support is required at weekends, a quote will be provided separately.

Any annual leave dates affecting the Project will be notified to the Client as early as possible.

4. SCOPE OF WORK AND DURATION OF SERVICES

a. The Client will ensure that any Projects which have a deadline will be communicated to the Contractor allowing enough time for the Project to be scheduled and completed. All tasks will be completed or acknowledged, and an expected completion date advised, within 24 hours (except at weekends or holidays). If a task is urgent and requires action within 24 hours, it is the responsibility of The Client to notify The Contractor of the task and any deadline by phone, and not by email. In the event that the Contractor does not have availability to complete the Project by the required deadline, the Contractor may offer to complete the Project out of hours at a premium rate.

b. By way of this Agreement the Client will deliver the Project to the Contractor in the format agreed to by the parties and in the agreed timeframe.

c. The Contractor shall update the Client on a regular basis regarding the status of the Project and deliver the completed Project to the Client on or before the agreed end date (if applicable). Any errors must be reported within three (3) days of receipt of completed Project. Errors generated by Joanne Manville Virtual Assistance will be rectified free of charge.

d. Further iterations or editing after any agreed end date may be subject to further fees.

e. Final proofreading and checking of all work supplied is the responsibility of the Client.

5. CHANGES TO PROJECT ASSIGNMENT

The Client understands that the Contractor's estimated time and cost for completing the Project 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.

Should ongoing Project work be suspended or delayed through any default of the Client, the Contractor shall be entitled to immediate payment for work already carried out and expenses incurred.

Should Project work be cancelled through any default of the Client, before any assignments have been completed but after contract issue, a set-up fee of £35 will be incurred.

6. PACKAGE OPTIONS AND UNUSED TIME

In the event that the Client has purchased a package of hours or a retained service from the Contractor, these hours must be used within one month of purchase. Any time not used within the month will not be carried over to the following month.

The Client shall provide the Contractor at the start of each month details of the services that it requires the Contractor to carry out that month so that the Contractor can effectively manage his/her workload for the Client and all other clients that the Contractor works for. The Contractor shall carry out the services so that the contracted hours are spread evenly through-out the month. For example, a five-hour retainer shall where possible be worked on the basis of one hour per week. The Contractor provides a weekly update of hours utilised to retainer clients, by email. The Client shall review the update each week and provide new instructions the following week where needed to ensure that the Client's work is undertaken on a weekly basis. The Client shall avoid providing last minute instructions for services at the end of the monthly retainer. The Contractor has the right to decline last minute requests for services at the end of the monthly retainer where the Client has not provided monthly and weekly updates and requests for services in advance. The Contractor may not be able to accommodate last minute requests for services at the end of a monthly retainer period.

In the event that the Client has purchased a day-rate from the Contractor, it is the responsibility of the Client to ensure that enough work is provided for the full seven hours. In the event that there is no further work required, any unused time will not be carried over.

7. PAYMENTS & BILLING

a. Consultation. The initial one-hour consultation is complimentary;

b. The Fee. The Client agrees to pay the Contractor a minimum fee of £35.00 per hour. The fee may be reduced for a high volume of work at the discretion of the Contractor, to be agreed with The Client before the Project commences. If the Project is based on an hourly rate, then a minimum invoice amount is for one hour and the hourly rate is billed in minutes;

c. Billable Time. The Client shall also be responsible for billable time at the same rate stated in paragraph 7b. Billable time includes travel, meetings outside of contracted hours, and includes the writing and/or reading of correspondence sent by mail, text, email, social media or any other means. The Client understands that any estimations of time given by the Contractor, and cost for completing the Project 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;

d. Reimbursable Expenses. The Client shall also reimburse expenses for postage, courier service, photocopying, stationery, printing and telephone calls made on behalf of the Client, and parking fees.

e. First time Clients will initially be invoiced after two (2) weeks then all subsequent invoices will be at the frequency agreed.

f. Invoicing Remaining Balances.

i) Clients will be invoiced either after an individual Project is completed or at the end of each month. Payment shall be due within fourteen (14) days upon the date of the invoice.

ii) For Retainer Clients where time is reserved for the coming month, invoices will be raised at the start of each month and payment shall be due upon receipt of the invoice.

iii) For Clients purchasing a package, where time is reserved for the coming month, invoices will be raised upon contract signing and payable in full prior to commencement of any work.

iv) Any final invoices shall include billable time, reimbursable expenses, and any other fees related to the Project.

Payment to be made by bank transfer to:

HSBC

JOANNE MANVILLE VIRTUAL ASSISTANCE

Sort Code: 40-20-30

Account Number: 82686678

g. Once an invoice becomes overdue, no further work will be undertaken;

h. A detailed time report will be provided with the invoice unless the client requests otherwise.

8. CANCELLATION FEES AND RETURN OF WORK

Either party must give 72-hours' notice to revoke this Agreement. If either party terminates the agreement, the Client shall pay the Contractor for work done up to the date of termination. The Contractor shall deliver to the Client all services performed on the Project, up to the time of the cancellation, and the final invoice within 72 hours. The Client shall then settle the balance of the final invoice within one week.

Where the Client has a monthly retainer with the Contractor, one month's notice is required. Any payments for services due within the notice period should be paid on the normal payment date, and work will be completed by the Contractor for this sum. Once this work has been completed, the agreement will be terminated.

In the event that the Client has booked specific dates or times to work 1:1 with the Contractor, and cancels the booking, a charge of 50% of the booking will be charged in any instances where less than 48 hours' notice is given.

9. CONFIDENTIALITY

In this clause 9, the following definitions shall have the following meanings:

“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, clients, products, software and other information technology systems, affairs and finances of the Client for the time being confidential to the Client, including (but without prejudice to the generality of the foregoing):

- o details of clients and customers, prospective clients and customers and contractors (whether they be buyers, producers, suppliers or other contractors) of the Client (including the terms of business with them and the fees and commissions charged to or by them and their requirements);
- o copies of and information relating to research activities, inventions, creative briefs, ideas, computer programmes, secret processes, designs and formulae undertaken, commissioned or produced by or on behalf of the Client;
- o details of:
 - any marketing, development, pre-selling or other exploitation of any intellectual property or other rights of the Client;
 - any proposed options or agreements to purchase, licence or otherwise exploit any intellectual property of the Client;
 - any intellectual property which is under consideration for development by the Client and/or
- o any advertising, marketing or promotional campaign which of the Client is to conduct; and/or
- o any information relating to:
 - expansion plans, business strategy, marketing plans and sales forecasts of the Client;
 - financial information, results and forecasts of the Client;
 - details of the employees and officers of the Client and of the remuneration and other benefits paid to them;
 - information relating to presentations, tenders, projects, joint ventures or acquisitions and developments contemplated, offered or undertaken by the Client;
 - confidential reports or research commissioned by or provided of the Client;
 - any trade secrets of the Client including know-how and confidential transactions;
 - any information which the Contractor is told is confidential; and/or
 - information relating to research activities, designs, plans undertaken by or on behalf of the Client and including (but not limited to) information that the Contractor creates, develops, receives or obtains in connection with the Project, whether or not such information (if in anything other than oral form) is marked confidential;
- o information that the Contractor creates, develops, receives or obtains in connection with the Project and/or the services, whether or not such information (if in anything other than oral form) is marked confidential; and

- o trade secrets, including (without limitation) technical data and know-how relating to the business of the Client or any of its or their suppliers, customers, clients, agents, distributors, shareholders, management or business contacts.

The Contractor shall keep the Project and the Confidential Information 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.

10. INDEMNIFICATION BY CONTRACTOR

The Contractor shall be responsible for infringing upon the rights of authors, organisations, institutions, copyright holders, or others, as a result of plagiarism, libel, slander, or any other misuse of any material only when undertaking independent work for the Client and not when acting under the Client's direct instruction. The Contractor shall indemnify the Client for any and all claims, damages, costs, and expenses, including legal fees, incurred by the Client as a result of said infringements. If the infringement occurs as a result of the Client's direct instruction then the Contractor will not be held liable.

11. NOTICES AND AMENDMENTS

This Agreement shall not be amended or cancelled except by written instrument signed by both parties. Any notice or other communication in connection with this Agreement shall be in writing and hereunder deemed effective when transmitted by post or email to the Contractor or Client.

12. DATA PROTECTION AND SECURITY

In this clause 12, the following definitions shall have the following meaning:

“Applicable Laws” the laws of any member of the European Union or the laws of the European Union applicable to the Contractor in relation to Personal Data.

“Data Protection Legislation” (a) until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK, including the Data Protection Act 2018; and then
(b) any successor legislation to the GDPR or the Data Protection Act 1998.

“Data Subject” has the meaning given to the term ‘data subject’ in GDPR;

“GDPR” General Data Protection Regulation 2016;

“Personal Data” has the meaning given to the term ‘personal data’ in the GDPR;

The Contractor shall comply with relevant obligations under the Data Protection Legislation and associated codes of practice when processing personal data relating to any employee, worker, customer, client, supplier or agent of the Client.

The Contractor shall, in relation to any Personal Data processed by it in connection with the performance of its obligations under this Agreement:

- process the Personal Data only on the written instructions of the Client unless the Contractor is required, by the Applicable Laws, to process the Personal Data. If the Contractor is relying on the Applicable Laws as the basis for processing the Personal Data, the Contractor shall notify the Client before performing the relevant processing, unless the Applicable Laws prohibit the Contractor from notifying the Client;

- ensure that it has in place appropriate technical and 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 (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- perform its obligations under this Agreement or any other agreement or arrangement with the Client in such way as to cause the Client to breach any of its obligations under the Applicable Laws;
- ensure that all personnel who have access to and/or process Personal Data:
 - are obliged to keep the Personal Data confidential;
 - have all the requisite skill, experience, qualifications and knowledge necessary to carry out the tasks assigned to them; and
 - adopt reasonable and proper standards of behaviour;
- not transfer any Personal Data outside of the European Economic Area unless:
 - it has obtained the prior written consent of the Client; and
 - the Client has provided appropriate safeguards in relation to the transfer; and
 - the Data Subject will have enforceable rights and effective legal remedies in relation to the relevant Personal Data after the transfer; and
 - the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - the Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- within two business days of receiving a complaint or request from a Data Subject under the Data Protection Legislation, forward the complaint or request to the Client;
- assist the Client, in responding to any request from a Data Subject and in ensuring compliance with the Client's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- notify the Client without undue delay on becoming aware of a Personal Data breach;

- at the written direction of the Client, delete or return all Personal Data and copies of any Personal Data to the Client on termination of the agreement unless required by Applicable Laws to store the Personal Data; and
- maintain complete and accurate records and information to demonstrate its compliance with this.

The Contractor warrants that she/he has adequate and appropriate insurance to cover the liabilities accepted within this Agreement in performing services for the Client. Copies of certificates evidencing appropriate insurance cover will be supplied by the Contractor to the Client within three working days of signing of this Agreement.

13. VARIATION

No variation to these terms and conditions shall be binding unless agreed to in writing between the Contractor and the Client.

14. WAIVER

A waiver of any right pursuant to this Agreement or by law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default.

No failure or delay by either party in exercising any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy nor shall it prevent or restrict the further exercise of that or any other right or remedy.

No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15. TAX STATUS

This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Contractor shall be fully responsible for and shall indemnify the Client for and in respect of:

- any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the services or any payment or benefit received in respect of the services, where such recovery is not prohibited by law. The Contractor shall further indemnify the Client against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Client in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;
- any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought against the Client arising out of or in connection with the provision of the services.

16. BREACH

If either party commits a breach of this Agreement the party impacted by the breach will issue a written notice detailing the remedy required. If the breach has not been remedied within 30 days of the date of the notice this Agreement will be terminated immediately by giving notice in writing.

If either party enters into compulsory or voluntary liquidation or is declared bankrupt or becomes unable to pay debts as they arise this Agreement will be terminated immediately by giving notice in writing from one party to the other.

In either situation the date of termination will be the date of the notice.

17. FORCE MAJEURE

Neither party shall be liable for any matter which results in the other party being delayed in or unable to fulfil provisions of this Agreement including but not limited to weather conditions, acts of God, governmental actions, national emergency, acts of terrorism acts of war, protests strikes, riot, civil commotion, disruption to telecommunication or broadband systems, fires, flood or failures of suppliers or subcontractors to supply.

18. LAW

This agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

19. INTELLECTUAL PROPERTY

“Intellectual Property Rights” patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) 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;

The Contractor warrants to the Client that if required:

- it will provide:
 - a written and valid assignment of all existing and future Intellectual Property Rights in the any works or inventions and of all materials embodying such rights; and
 - a written irrevocable waiver of all the Contractor's statutory moral rights in the works; and
- the Contractor will hold on trust for the Client any such rights in which the legal title has not passed (or will not pass) to the Client.

The Contractor hereby assigns to the Client all existing and future Intellectual Property Rights in the works and inventions and all materials embodying these rights. Insofar as they do not vest automatically by operation of law or under this Agreement, the Contractor holds legal title in these rights and inventions on trust for the Client.

The Contractor undertakes at any time either during or after the Project to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of the Client and at any time either during or after the Project, as may, in the opinion of the Client, be necessary or desirable to vest the Intellectual Property Rights in, and register or obtain patents or registered designs 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. The Contractor confirms that the Contractor has given written undertakings in the same terms to the Contractor.

The Contractor:

- irrevocably appoints the Client to be its attorney in its name and on its behalf to execute documents, use the Contractor's name and do all things which are

necessary or desirable for the Client to obtain for itself or its nominee the full benefit of this clause; and

- acknowledges that a certificate in writing, signed by any director or the secretary of the Client, that any instrument or act falls within the authority conferred by this Agreement, shall be conclusive evidence that such is the case so far as any third party is concerned.

20. CONTACT DETAILS

Telephone: 07814218142

Email: joanne@joannemanville.co.uk

Address: 2 Clapperbrook Lane, Alphington, Exeter, Devon EX2 8TE

Signed on behalf of the Contractor

Signature: _____ Date: _____

Name: _____

Signed on behalf of the Client

Signature: _____ Date: _____

Name: _____

END.