

Terms and Conditions

General Terms

1. These terms & conditions apply to any work done by Evelyn & Ford (“the Company”) for a person, firm or corporate body placing an order with the Company (“the Client”).
2. The Company will provide service(s) as mutually agreed, confirmed in writing by the Client.
3. The work will be carried out unsupervised at such times and places as determined by the Company using the Virtual Assistant’s own equipment.
4. The Company confirms that there will be no claim or responsibility by the Client for income tax and National Insurance contributions, and for paying VAT (where applicable) and will not claim benefits granted to the Client's employees.
5. Initial consultation and quotations are free and carried out by email, telephone or video call (limited to 30 minutes).
6. Work can be accepted from the Client by email, post, USB Drive, courier, voice message (i.e WhatsApp). Work will be presented using Microsoft Office applications.
7. All work carried out will be proofread to the highest standard, however final proofreading of the work is the responsibility of the Client.
8. Any errors must be reported within 48 hours of receipt of completed work. Errors generated by the Company 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.
9. The Company does not accept liability or responsibility for the end use of any documents or materials produced or edited by it on behalf of the Client.
10. The Company reserves the right to reject any work including with which we believe to be unlawful or immoral.
11. In the event that scheduled work is unexpectedly not possible on the proposed date (for example due to illness), the Company will contact the client immediately.
12. Any annual leave will be planned in advance and the Client will be notified with reasonable notice.
13. A signed contract is required before commencement of work. This indicates the client's acceptance of our terms and conditions.
14. The business affairs of the Client shall not be discussed or disclosed to any third parties.
15. All images supplied by the Client remain their responsibility, with regards to obtaining rights for use. All images supplied by the Company will be sourced with permission.

Payment Terms

16. Payments are due on receipt of invoice.
17. All postage/courier fees, or non-standard office supplies bought on behalf of the Client's business will be added to the invoice for reimbursement.
18. Project work (pay as you go) payments will be invoiced on completion of the work (unless deposit payments are agreed) and payment is due 14 days from the date of invoice.
19. If project work is lengthy, staged payments may be invoiced periodically.
20. The final invoice shall include billable time, reimbursable expenses, and any other fees related to the work. Billable time includes meetings and calls outside of contracted hours and includes the writing and/or reading of correspondence sent by mail or email.

21. A time report will be provided with the invoice unless the Client requests otherwise
22. Packages must be paid for in advance. Thereafter, a package will be valid for 4 weeks from the date of the agreed scope of works. The first request for services must be made within 2 weeks of the date of the signed contract. Unused hours cannot be carried over to subsequent months.
23. Overdue invoices may result in interest charges (at the rate of 5%) for the total outstanding per month.
24. No further work will be undertaken once an invoice becomes overdue.
25. In the event of a contract being cancelled/terminated, the Client agrees to pay for all the work completed up to that point.
26. If the project is based on an hourly rate, then a minimum invoice amount is for one hour and the hourly rate is then billed in increments of 15 minutes.

Work Scope and Changes

27. The completed work will be delivered on or before the date agreed, for the agreed fee, which will be based on the description of the work required and the brief, both supplied by the Client.
28. If, however, on receipt of the item to be worked on or at an early stage, it becomes apparent that significantly more work is required than had been anticipated in the preliminary discussion/brief, then the Company may renegotiate the fee and/or the deadline.
29. Similarly, if, during the term of the contract, additional tasks are requested by the Client, the Company may renegotiate the fee and/or the deadline.
30. An additional fee of £25 may be requested if a fast turnaround is required. This will be discussed and approved by the Client before any work is undertaken.
31. Should ongoing project work be suspended or delayed through any default of the Client, the Company shall be entitled to immediate payment for work already carried out and expenses incurred.
32. An agreement, in writing or by email, of a set number of hours a week or month may not be carried over to subsequent periods by the Client, without prior written agreement from both parties.
33. Pre-paid hours are non-refundable and are valid for that calendar month only e.g. hours bought in November are only valid in November.

Confidentiality & Rights

34. Any content created by the Company as part of a copy-editing/proofreading/project management process will become the copyright of the Client, unless otherwise agreed.
35. The nature and content of the work will be kept confidential and not made known to anyone other than the Client and the Company without prior written permission.
36. Under the terms of the Data Protection Act 1998 and GDPR, the Client and the Company may keep on record such information (e.g. contact details) as is necessary. Either may view the other's records to ensure that they are relevant, correct and up to date. Client data will be deleted after a period of 12 months. After this time, work will be deleted unless specifically instructed.
37. The Company will conduct business affairs based on sound, ethical principles and will communicate fairly and honestly with your clients, associates, employees and suppliers.
38. This agreement is subject to the laws of England and Wales and both the Company and the Client agree to submit to the jurisdiction of the English and Welsh courts.
39. The Company will respect the confidentiality of your personal and business practices and recognise your ownership of any intellectual copyright pertaining to your business activities.
40. Either the Client or the Company has the right to terminate a contract for services if there is a serious breach of its terms.
41. The Company will conduct your business affairs in a professional manner and avoid behavior that could bring your business and reputation into disrepute.