

# Project Virtual Admin & Designs

www.projectvea.com

Virtual administration, Graphic Design & Photo retouch/restoration

## Terms & Conditions

2013

### 1. General

1.1 The terms and conditions outlined herein are intended to confirm that both parties understand the work to be completed, the costs involved, the payment policy and issues concerning Clients' property.

1.2 In these Conditions, Project Virtual Admin and Designs is referred to as 'Project Virtual Executive Assistant' 'we' or 'us' and "work" shall include goods supplied as well as services provided by us under the Contract.

1.3 These Conditions ("the Conditions") shall apply to all contracts for the provision of Work by us to the Client ("the Contract") to the exclusion of all other terms and conditions including any terms or conditions which the Client may purport to apply under any purchase order, confirmation of order or similar document.

### 2. Consultation, Quotations & Correspondence

2.1 Project Virtual Admin and Designs requires a consultation with the Client before entering into any assignment to ensure that all parties have a full understanding of what is to be done, and by whom. This consultation will result in Project Virtual Admin and Designs advising the Client which level of services package would be most beneficial to the Client. The consultation period is not subject to a charge.

2.2 Any written correspondence between Project Virtual Admin and Designs and the Client, e.g. quotes, booking forms, invoices and letters, will be sent by email unless otherwise agreed (Clients must ensure they provide a valid email address that is checked regularly).

2.3 The Client shall supply to us all information and materials which are required for, and relevant to, the performance of the Work. It is the sole responsibility of the Client to ensure that the information and materials provided are accurate and legible and that the uses of them are lawful.

2.4 The Client shall fully indemnify us of all costs, claims, demands, losses and expenses whatsoever arising out of the use of the materials and in the respect of any defamation claim, infringement or alleged infringement of any patent, copyright, registered design or other third party's right arising out of the use of such materials.

2.5 All reports and information provided by us to the Client during the performance of the Work are provided for the sole use of the Client and we accept no responsibility nor liability arising from any reliance that may have been made on such reports and information by any third parties unless we have been given prior written permission specifically for such use or reliance.

2.6 Project Virtual Admin and Designs is able to take receipt of any documentation associated with the assignment in the following formats: Email, Fax, CD, Memory Stick, An Post, and Courier.



# Project Virtual Admin & Designs

www.projectvea.com

Virtual administration, Graphic Design & Photo retouch/restoration

## 3. Charges & Payment

3.1 Project Virtual Admin and Designs offers several service packages for the Client to choose from.

3.2 Packages will be invoiced in advance and payable within 7 days. The remainder will be invoiced at the end of 30 days, payable on receipt of invoice. **Any unused hours will not be refunded.**

3.3 Additional items such as postage and package, travel expenses, and any telephone charges incurred, etc., will be itemised on invoices.

3.4 For Work required by the Client on an adhoc basis, a flat rate will be agreed between Project Virtual Admin and Designs and the Client following the consultation. An invoice will be issued as per the agreed quotation, and payable upon receipt.

3.5 The Client agrees to pay all invoices as per the terms stated on the invoice via bank transfer or PayPal

3.6 All rates are quoted in Euro. For international Clients, invoices will be translated into your local currency (USD, GBP, PLN) at the rate of exchange from the time of our quotation, or if no quotation is required, the date of invoice. Payment from international Clients will only be accepted via bank transfer.

3.7 Receipts will not be issued unless specifically requested.

3.8 Project Virtual Admin and Designs will exercise our statutory right to interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms.

3.9 Project Virtual Admin and Designs is not vat registered.

## 4. Confidentiality & Security

4.1 Project Virtual Admin and Designs assures all Clients that their business will be treated with the strictest confidence. No details about our Clients or information about the Work will be disclosed or passed on to a third party without prior consent, unless we are legally obliged to do so. Project Virtual Admin and Designs will sign a confidentiality agreement, where necessary.

4.2 Clients are assured that any personal data held by Project Virtual Executive Assistant, which comes under the Data Protection Act 1998, will be held in full compliance of said Act.

4.3 Although Project Virtual Admin and Designs scans all emails and disks for viruses, the Client is ultimately responsible for their own virus protection. We will not open unsolicited attachments to emails or emails from an unrecognised sender. We will not open emails with no subject heading or attachments that contain no message alongside them.

## 5. Assignment Completion

5.1 Project Virtual Admin and Designs will store all completed work on separate external hard drive and/or CD/DVD and will keep securely for a 12-month period after which it will be securely destroyed. Project Virtual Admin and Designs will take every precaution to ensure the safety of Clients' work but does not accept liability in the event of fire, theft or accidental damage occurring.

5.2 Project Virtual Admin and Designs does not accept responsibility for any assignments lost or damaged when returned to the Client via An Post and as such advises Clients to use couriers and special delivery which will be charged at cost.



# Project Virtual Admin & Designs

www.projectvea.com

Virtual administration, Graphic Design & Photo retouch/restoration

5.3 It is the Client's sole responsibility to proofread and check the Work executed. The Client must do this as soon as practicable and shall notify us of any errors within 7 days of receipt of completed Work. Any errors generated by Project Virtual Admin and Designs will be amended free of charge, however any amendments or alterations requested by the Client will be charged at €20 per hour. We will be entitled to raise additional charges for the correction of any errors (even made by us) of which the Client notifies us of after the aforementioned 7 day period.

## 6. Intellectual Property

6.1 Project Virtual Admin and Designs is cooperating with Projectmo.com in terms of graphics and photography art work.

6.2 Project Virtual Admin and Designs and Projectmo.com shall retain Intellectual Property Rights for any templates, documents, etc., created whilst working with the Client, and reserves the right to use these templates, documents, photographs, etc., with other companies who are not in direct competition with the Client.

## 7. Law

7.1 The Contract shall in all respects be governed by and construed and interpreted in accordance with the laws of the Republic of Ireland and the parties hereby submit to the exclusive jurisdiction of the Irish Courts.

