

AGREEMENT for VA Services



VIRTUAL BUSINESS ASSISTANT NZ LIMITED

This is an agreement for the provision of VA services

Between: Virtual Business Assistant NZ Ltd (hereafter known as “VA”)

And: (hereafter known as “Client”).

DEFINITIONS:

Services: Provision of online Administrative Support services.

Deliverables: Tangible and intangible objects produced as a result of the services provided by the VA that is intended to be delivered to the Client. A Deliverable can be a report, a document, or anything else as requested in the project.

Materials: Tangible and intangible objects supplied by the Client to enable the VA to complete the project.

1. SERVICES

Beginning on the date signed, the Client wishes the VA to perform a number of services as listed on our [Services](#) page.

The VA will provide the services in a manner as described and indicated by the Client and in accordance with prescribed timeline. The details will be agreed upon by both parties prior to the provision of the services.

2. INDEPENDENT CONTRACTOR

Both parties understand that the VA works for the Client as an independent contractor and is responsible for taxation and other relevant arrangements. As such, the Client will not provide any employee benefits to the VA.

3. SUBCONTRACTING

Should it be necessary to enable the VA to complete the Client’s projects as they arise, it may be necessary to subcontract certain portions of work outside of VA. Should this situation arise, the Client will be consulted in advance and all details discussed prior to initiation.

4. COMMUNICATION

To enable effective and timely communication relating to the provision of services, the VA provides a secure Online Office accessible from our [Virtual Office](#) page. Guidelines for levels of communication are to be agreed by both parties prior to commencement of the services.

For general inquiries, the Client may submit their request by email to support@vbanz.co.nz or through the VA’s contact [Contact](#) page.

5. HOURS OF BUSINESS

VA services are provided from various locations within in New Zealand. Office hours are GMT NZ time, 8:30am to 5pm Monday to Friday.

We are closed on NZ Public Holidays including Christmas, New Year, and Easter and no services will be provided on those days, unless agreed by prior arrangement.

6. PAYMENT TERMS

The following terms will be applicable, when services are provided on a "Per Package" basis.

The Client will provide certain materials to the VA prior to commencement of the project. The Client will deliver a deposit after accepting an agreed estimate to the VA prior to commencement of the project.

The VA will not be responsible for any delays in the completion of the project, if such delays are as a result of the Client's inability to provide materials on time. Once the project has been completed and approved by the Client, the amount representing the balance will be paid to the VA.

Should any additional work be required in order to complete the project, it will be charged at the hourly rates listed on our [Pricing](#) page.

The following terms will be applicable, when services are provided on a "Per Assignment" basis.

If an estimate has been provided, the Client will deliver a deposit of 5 billable hours to the VA prior to commencement of the project. Thereafter, and for non-estimated projects, the VA will bill the Client at the hourly rates listed on our [Pricing](#) page until completion of the project.

Invoices shall be sent to the Client every 30 days via e-mail and they are due and payable in full within 7 days. Should the payment not be received according to these terms within the 7 days, a penalty of 2.5% will be charged per calendar month until payment is received.

Should payments be outstanding after 30 days, the VA reserves the right to halt work on any other projects until payment is received. The VA reserves the right to use such other remedies as it deems fit to obtain payment, should the payment remain outstanding.

The Client understands that it is responsible for all legal and other collection costs incurred by the VA in obtaining payment. All invoices are payable online as supplied by the VA.

Rates renegotiation: In the event, and not more than once during any twelve (12) month period, that the VA believes that the compensation or requirements of the agreement no longer represents an appropriate cost for the services rendered or the scope of services, the PA may request in writing a meeting to enter into good faith negotiations to resolve such beliefs. In the event that these negotiations do not result in a mutually agreeable resolution, either party may terminate this agreement.

7. EXPENSES

In certain cases the VA may incur expenses relating to work performed for the Client. The VA will check with the Client first to authorise and will then provide copies of receipts to initiate reimbursement of such expenses. Reimbursement will be requested within invoices sent to the Client as above.

Expenses may include, but are not limited to: postage, shipping, digital downloads (images/themes/software/etc), certain telephone calls and so on.

8. CONFIDENTIALITY

VA understands that certain confidential and proprietary information will be disclosed by the Client. This may include computer software or programs, business plans, marketing plans, products, technology, materials, financial information and other sensitive materials. This may be submitted or accessed via a variety of media, on secure server(s), in writing or orally and if orally, must be identified as such when disclosed.

The VA will not use any of the confidential information other than for the purposes of business and should make sure that all its sub-contractors and employees are aware of this confidentiality. No confidential information will be disclosed to any other party whatsoever by the VA without prior written authorisation by the Client, except where such disclosure is required by law and/or Court order.

On termination of this agreement, the VA shall return all confidential information including any copies or reproductions in any and all media formats, within 10 days of such a request being made, provided all accounts are paid up to date. If necessary and as may be agreed by the Client, documents or media that have been developed by the VA containing confidential information may be destroyed by the VA, so long as written confirmation is given to the Client that this has been achieved, within 10 days.

Should any information previously deemed to be confidential become publicly available without a breach of this agreement by the VA, then the VA will have no obligation to respect this confidentiality. However, the VA will notify the Client if information previously deemed to be confidential is to be disclosed, along with the grounds for disclosure.

The act of granting access to confidential information does not indicate any intent by either party to initiate any financial transaction with the other party for the purchase of products or services or for any development or research efforts. The confidential information will not be used by the VA for development either individually, or in conjunction with any other third-party developer of any product that could be considered to be in competition with the Client's business. Neither the VA nor the Client will disclose that any agreement exists between them pursuant to this agreement.

9. TERMINATION

This agreement may be terminated by either party on 30 days written notice being given to the other party.

10. ENTIRE AGREEMENT

This agreement replaces any prior written or oral agreement between both parties and constitutes the entire agreement between the parties.

11. MODIFICATION AND NOTIFICATION

This agreement may only be modified or amended if such action is agreed upon by both parties in writing. Any notices associated with this agreement must be made in writing and delivered via e-mail to the other party's e-mail address specified in paragraph 4.

If contact information should change at any time, the party in question agrees to notify the other party immediately.

12. SEVERABILITY

If any part of this agreement is found to be unenforceable for any reason whatsoever, the remaining provisions shall remain in full force. Should a court of competent jurisdiction find that a part of this agreement is unenforceable, but that if it is modified or limited in some way it would become enforceable, then such a modification will become written and enforced as such.

13. WAIVER

Should either party fail to enforce a provision of this agreement for any reason, it is not waive of its right to subsequently enforce strict compliance with every provision of this agreement. All notices required or permitted under this agreement shall be in writing and shall be deemed delivered if sent by email:

14. INDEMNITY

By signing this agreement, you (and any individual and/or organisation you're signing for and on behalf of) agree to indemnify and hold harmless the VA, its officers, directors, shareholders, independent contractors and agents, from and against any claims, suits, proceedings, disputes, demands, liabilities, damages, losses, costs and expenses, including without limitation, reasonable legal and accounting fees (including costs of defence claims, suits or proceedings brought by third parties), in any way related to (a) your access to or use of our Websites, (b) your Personal and Business Information/Data, or (c) any provision of service engaged through the VA, or (d) your breach of any of these Terms.

15. CLAIMS

The maximum aggregate amount payable, whether in contract, tort or otherwise, in relation to claims, damages, liabilities, losses or expenses, shall be five times the fee actually paid (exclusive of GST if applicable and disbursements).

16. ERRORS AND OMISSIONS

For defective Services, that the VA has agreed in writing that the Client is entitled to reject, the VA's liability is limited to either (at the VA's discretion) replacing the Services or rectifying the Services.

17. CONSUMER GUARANTEES ACT 1993

If the Client is acquiring Services for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Services by the VA.

18. COPYRIGHT

The Client shall ensure compliance with the Copyright Act 1994 and shall identify any proprietary rights that any other person may have in any information provided to the VA.

19. PROFESSIONAL INDEMNITY

The VA shall maintain for the duration of the Services Professional Indemnity insurance.

20. INTELLECTUAL PROPERTY

The VA agrees to grant to the Client a non-exclusive, irrevocable, royalty free license to use copy and modify any elements of the Material not specifically created for the Client as part of the Services. In respect of the Material specifically created for the Client as part of the Services, the VA assigns to the Client any or all of the copyright, other intellectual property rights and any other data or material used or subsisting in the Material whether finished or unfinished. If any third party intellectual property rights are used in the Material the VA shall make every endeavor to ensure that it has secured all necessary consents and approvals to use such third party intellectual property rights for the VA and the Client. For the purposes of this Clause, "Material" shall mean the materials, in whatever form, used by the VA to provide the Services and the products, systems, programs or processes, in whatever form, produced by the VA pursuant to this Agreement.

21. HSE OBLIGATION

The VA has not and will not assume any obligation as the Client's Agent or otherwise which may be imposed upon the Client from time to time pursuant to the Health and Safety at Work Act 2015 ("the Act") arising out of this agreement. The VA and Client agree that in terms of the Act, the VA will not be the person who controls the place of work.

22. PRIVACY

The Client authorises the VA or the VA's agent to:

Access, collect, retain and use any information about the Client; (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Client's creditworthiness; or for the purpose of marketing products and services to the Client.

Disclose information about the Client, whether collected by the VA from the Client directly or obtained by the VA from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client.

Where the Client is an individual the authorities under this clause are authorities or consents for the purposes of the Privacy Act 1993.

The Client shall have the right to request the VA for a copy of the information about the Client retained by the VA and the right to request the VA to correct any incorrect information about the Client held by the VA.

23. DISPUTE RESOLUTION

The parties must endeavour to settle any dispute in connection with the contract by mediation. Such mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties or, failing agreement within 7 days of receiving any party's notice of dispute, by a person appointed by the Chair of LEADR NZ Inc. or the Chair's designated representative.

The LEADR Mediation Rules shall apply to the mediation.

24. GOVERNING LAWS

This Agreement is governed by the laws in New Zealand, and the New Zealand courts have exclusive jurisdiction in respect of this Agreement and all amounts are payable in New Zealand dollars.

25. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

If the customer is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for the seller agreeing to supply goods and credit to the customer at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to the seller, the payment of any and all monies now or hereafter owed by the customer to the seller and indemnify the seller against non-payment by the customer. Any personal liability of a signatory hereto shall not exclude the customer in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and customer shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.

CLIENT

NAME:

COMPANY:

EMAIL:

CONSULTANT

Cherie Ladkin

Virtual Business Assistant NZ Ltd

Cherie@vbanz.co.nz

SIGNATURE

Virtual Business Assistant NZ Ltd uses Electronic Signatures on all service agreements. Both parties, having read this agreement, sign beneath: