

# **SERVICE AGREEMENT (TERMS AND CONDITIONS)**

This service agreement is made effective as of the date of signature, until Further Notice or Completion of Projects, by and between (Client) and Virtual Office Solutions. In this agreement, the party who is contracting to receive services shall be referred to as "Client", and the party who will be providing the services shall be referred to as "VOS". This agreement is in place to protect the interests of the client and VOS, ensuring a fair and productive working relationship. Should you have any questions about this agreement, please contact Robyn Pell at robyn@virtualofficesolutions.co.nz

#### **GENERAL TERMS OF SERVICE**

Consultations and quotations are free and may be carried out in person, by video call, phone or email. All work carried out by VOS will be proof-read, however final proof-reading of the work lies with the client. VOS will not accept liability or responsibility for the end use of any documents or materials produced or edited by VOS on behalf of the client.

VOS reserves the right to refuse to carry out any work which we believe to be unlawful, immoral, offensive or which we believe to be a conflict of interest.

Under no circumstances will VOS be liable to the client for any loss or damage including and without limitation, indirect or consequential loss or damage that may arise from the service or work provided. Whilst every care is made to ensure all documentation is scanned against virus infections, clients are advised to make sure they are fully protected by running their own anti-virus software.

### PAYMENT TERMS AND CONDITIONS

Monthly package options include Bronze \$1300 (20hrs per month), Silver \$1800 (30hrs per month) or Gold \$2200 (40hrs per month). Hours unused within a one month period are not carried over. Packages are not automatically carried over without the Client's written confirmation of intent to do so.

If no package is agreed upon the hourly rate will be applied which is \$70 NZD and GST is not applicable. Work will be charged at a base rate of one hour and then in 15 minute increments and invoiced at the end of the month for ongoing clients, or at the end of the project if less than one month in duration.

Additional expenses incurred (e.g. postage, stationary, printing) may be charged in addition to the hourly rate.

Payment will be made in \$NZD by bank transfer and invoices are to be settled within 7 days from the date of the invoice.

The Client and VOS may agree an alternative rate for tasks and projects in addition to this initial agreement, by which an agreed estimate will be required.

Upon termination of this agreement no further additional charges will be incurred, however VOS shall still be entitled to payments for any period or partial periods that occurred prior to the date of termination and for which VOS has not yet been paid.

#### **RELATIONSHIP OF PARTIES**

It is understood by the parties involved that VOS is an Independent Contractor with respect to the Client, and not an employee of the Client. The Client will not provide fringe benefits such as holiday pay or any other employee benefit for VOS. VOS is also responsible for their own taxes and other withholdings.

# **CONFIDENTIALITY**

Privacy is acknowledged and respected. Client information will be held in the strictest of confidence and will not be shared with any person other than a representative of the client or used for personal gain.

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# **USE OF COOKIES**

We use cookies on our website where they are required for certain features to work.

## **TERMINATION**

**SIGNATURES** 

Both VOS and the Client have the right to terminate their working relationship with 10 (ten) working days' notice. Termination must be in writing or by email. Any work performed up to the end of the termination period must be paid within seven days of invoice.

The confidentiality provisions of this agreement shall remain in full force and effect after the termination of this agreement.

# <u>CLIENT</u>:

Signature of Representative:	
Name / Title:	
Company Name:	
Date:	
SERVICE PROVIDER:	
Signature of Representative:	
Name / Title:	Robyn Pell - Owner
Company Name:	Virtual Office Solutions
Date:	

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