



Client Agreement

In this Agreement, the party who is contracting to receive the services shall be referred to as the “Client” and the party providing the services shall be referred to as the “Service Provider”. This Work for Hire Agreement (“Agreement”) is agreed by the Client when they submit the Service Provider's online [Client Agreement Form](#). The information contained in this form defines this Agreement as set out in Schedule 1.

1. Description of Services

Beginning on the Start Date agreed in Schedule 1 to this agreement, the Service Provider will provide the services (collectively, the “Services”) described in Schedule 1.

2. Service Location

The Service to be provided under this Agreement shall be performed at the Service Provider's place of business.

3. Schedule and Days Off

The Service Provider is generally available to provide Services during normal business hours, i.e. Monday to Friday, 9 am to 6 pm BST, excluding UK national holidays.

4. Payment for Services

The Client will pay compensation to the Service Provider for the Services at a rate agreed in Schedule 1 of this agreement. This compensation shall be payable and due within 14 days of the receipt of the invoice unless otherwise stated in the invoice.

5. Term and Termination

Either party may terminate this agreement upon 14 days written notice to the other party. Provided, however, that each party may terminate the Agreement immediately without prior notice in the event of a breach of this Agreement by the other party. Upon Termination, Service Provider shall invoice the Client for any payment due and payment will be due immediately upon receipt.

6. Non-Disclosure and Non-Solicitation

The Service Provider shall not directly or indirectly disclose to any person other than a representative of Client at any time either during the term of this Agreement or following the termination or expiration thereof, any confidential or proprietary information pertaining to Client, including but not limited to customer lists, contacts, financial data, sales data, supply sources, business opportunities for new or developing business, plans and models, or trade secrets. Furthermore, the Service Provider agrees that during the term of this Agreement, and

for 2 years following the termination of this Agreement, Service Provider shall not directly or indirectly solicit or attempt to solicit any customers or suppliers of Client other than with the permission of the Client.

7. Relationship of Parties

It is understood by the parties that the Service Provider is an independent contractor with respect to the Client and not an employee of the Client. The Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Service Provider.

8. Work Product Ownership

Any works copyrighted, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by the Service Provider in connection with the Services shall be the exclusive property of the Client. Upon request, the Service Provider shall sign all documents necessary to confirm or perfect the exclusive ownership of the Client to the Work Product.

9. Liability

The Service Provider will not be liable for loss, damage or delay of the Client's project(s) due to circumstances beyond the Service Provider's control. Such circumstances may include (but are not limited to) acts of God, public unrest, power outages, and inability to contact the Client. In the event of such loss, damage or delay, the Service Provider will make every effort to notify the Client immediately.

10. Confidentiality

The Service Provider will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Service Provider, or divulge, disclose or communicate in any manner any information that is proprietary to the Client. The Service Provider will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the Service Provider will return to the Client all records, notes documentation and other items that were used, created, or controlled by the Service Provider during the term of this Agreement with the exception of items purchased by the Service Provider and not reimbursed by the Client.

11. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Schedule 1

The Service Provider is Isabelle Binnie-Dawson, proprietor of Izzy Virtual Assistant. The information provided in the online [Client Agreement Form](#) by the Client defines the following terms within this Agreement:

- A. The Client's name and job title
- B. The Client's organisation (if the organisation is the contracting entity)
- C. The Client's address
- D. The Client's email address
- E. The agreed hourly rate in UK pounds sterling
- F. The description of the Services

This Agreement becomes binding when the Client submits the Service Provider's online [Client Agreement Form](#) containing a complete and agreed set of the afore-mentioned information.