



KEELEY SMITH  
VIRTUAL BUSINESS SUPPORT

## Associate Agreement

These are the terms of our agreement regarding the provision of your services to Keeley Smith Virtual Services Limited trading as Keeley Smith | Virtual Business Support (company number 15286527) a company incorporated and registered in England whose registered address is at 82a James Carter Road, Mildenhall, Suffolk, England, IP28 7DE (the **Company**).

The Company provides service for businesses and professionals for support with contracts and business compliance, to delegate administration and to receive other support services and under certain circumstances, the Company needs to sub-contract aspects of these services to an independent contractor. You are an independent contractor in the business of virtual assistant services and therefore have certain skills of use to the Company.

You have agreed to perform virtual assistant services as an Associate on behalf of the Company on the terms set out in this agreement below.

### 1 Term

Subject to the terms set out in this agreement, your engagement will commence on the date you indicate your acceptance of these terms and will continue unless or until either party gives to the other not less than one month's prior notice in writing.

### 2 Provision of services

2.1 The Services you will provide include administrative, organisational and other services, the details of which will be outlined to you in writing by the Company (the **Services**).

2.2 You will:

2.2.1 provide the Services to the Company in accordance with the terms set out in this agreement;

2.2.2 provide the Services with all due skill, care and diligence and in accordance with any instructions and deadlines set out by the Company;

2.2.3 promptly correct, without further payment, any work performed under this engagement which the Company or its clients reasonably deem incorrect, incomplete, unsatisfactory or not in accordance with any instructions given to you by the Company or its clients;

2.2.4 acknowledge that any work performed under this engagement may be subject to project management or such quality control measures as the Company may reasonably notify you in writing;

- 2.2.5 during this engagement and for one year after the termination of this engagement, retain and maintain complete and accurate records relating to your provision of Services. If any complaint or query arises, you agree to provide copies of these records and other relevant information to the Company promptly on request;
  - 2.2.6 use your best endeavours to promote the interests of the Company at all times during the engagement;
  - 2.2.7 make yourself available to provide the Services, unless prevented by ill-health or accident, on such days and at such times and in such places as may be agreed between you and the Company from time to time together with such additional time as may be necessary for the proper provision of the Services; and
  - 2.2.8 keep Keeley Smith informed of progress on client matters in which you are engaged and will provide assistance and produce all such information and reports as the Company may require from time to time.
- 2.3 You may, with the prior written consent of the Company, appoint a suitably qualified substitute with equivalent skill and expertise to perform the Services on your behalf (the **Substitute**). Any Substitute may be required to enter into direct undertakings with the Company, including with regard to confidentiality and data protection. You will continue to invoice the Company and will be responsible for the payments to and expenses of the Substitute. The Company may, at its sole discretion, refuse to accept any Substitute. If you are unable to provide an acceptable Substitute, the Company will be entitled to terminate your engagement. For the avoidance of doubt, you will remain subject to the terms set out in this agreement for the duration of the appointment of the Substitute. You must procure that the Substitute complies with your obligations set out in this agreement.
- 2.4 You must notify Keeley Smith as soon as reasonably practicable if you are unable to provide the Services due to illness or injury or for any other reason. The Company may require you to confirm the reason(s) in writing.
- 2.5 You have no authority to commit the Company to any legally binding agreement, nor to incur expenditure, sign any document, bring any proceedings nor make any promise on behalf of the Company unless the Company has specifically authorised you to do so, in writing, in advance. You must not hold yourself out as having authority to do any of these things unless such authorisation has been provided.
- 2.6 At all times, you must:
- 2.6.1 comply with the Company's policies on data protection and any other relevant policies notified to you from time to time;
  - 2.6.2 comply with the Bribery Act 2010. Failure to do so may result in the immediate termination of your engagement; and
  - 2.6.3 not engage in any activity, practice or conduct which would constitute a UK tax evasion offence, a foreign tax evasion offence or a corporate failure to prevent offence under the Criminal Finances Act 2017. Failure to do so may result in the immediate termination of your engagement.

### **3 Fees and expenses**

- 3.1 The Company will pay to you in consideration of the provision of the Services a fee of £20 per hour inclusive of VAT where applicable, payable by bank transfer monthly in arrears (the **Fee**).
- 3.2 You will submit monthly invoices to the Company in respect of the Fee on the last working day of each month. The invoices must include an itemised breakdown detailing any reference number, the date the work was completed, details of the hours worked by you and the Services provided and the amount of the Fee payable and, where you are registered for VAT, you will show any VAT separately. Provided the invoice is submitted in accordance with this Clause, the Fee will be paid to you within 10 business days of receipt.
- 3.3 You agree to keep records showing the hours worked by you and/or any Substitute in respect of the provision of the Services and will, if so requested, produce them to the Company for accounting purposes.
- 3.4 You will be responsible for all out-of-pocket expenses and normal overhead expenditure incurred by you in the provision of the Services.
- 3.5 The Company will be entitled to deduct from the Fee and any other sums due to you, any sum that you may owe to the Company at any time.

### **4 Other activities**

- 4.1 You warrant that as a consequence of entering into and performing your obligations set out in this agreement, you are not in breach of any express or implied terms of any contract, agreement or other arrangement with, or any obligation to, any third party which is binding upon you and there is no contract, agreement, or other arrangement or interest that will or may give rise to any conflict of interest between you and the Company in relation to the provision of the Services.
- 4.2 You acknowledge that the Company expends significant amounts of time, resource and money in attracting and acquiring clients. subject to Clause 4.1, you may have an interest in or advise or act as a contractor for another business provided that in consideration of the Company making available to you the opportunity to provide the Services, you agree and will procure that any Substitute agrees:
- 4.2.1 to use your engagement under this agreement as your exclusive method to undertake (and receive all payments for) work directly or indirectly with any of the Company's clients whilst your engagement remains in force. You may request consent from the Company to work with the Company's clients outside of your engagement under this agreement and the Company shall have absolute discretion as to whether or not to grant that consent and if so, on what terms. You agree to notify the Company immediately if a client of the Company contacts you or suggest making payments to you outside of your engagement under this agreement; and
- 4.2.2 you will not, without the prior written consent of the Company, directly or indirectly, on your own behalf or on behalf of, or in conjunction with, any company, firm, or other person:
- (a) for a period of 6 months after the termination of this engagement, on behalf of a Competing Business, be involved with the provision of services to, or

otherwise have any business dealings with our Client(s) in relation to Restricted Services; and/or

- (b) for a period of 6 months after the termination of this engagement on behalf of a Competing Business entice or solicit, or endeavour to entice or solicit, any Client(s) to provide custom or business in relation to Restricted Services; and/or
- (c) at any time during this engagement and for a period of 6 months after the termination of this engagement, employ, entice or solicit any of our Key Employee(s) with a view to such Key Employee(s) working for or providing services to a Competing Business; and/or
- (d) at any time during this engagement and for a period of 6 months after the termination of this engagement, employ or be directly involved in the employment of any Key Employee with a view to such Key Employee working for or providing services to a Competing Business; and/or
- (e) at any time after the termination of this engagement, represent yourself as connected with the Company in any capacity, other than as a former contractor, or use any registered business names or trading names associated with the Company.

4.3 You agree that in the event you breach Clause 4.2, you shall pay to the Company a sum equal to 100% of the Fees payable to you relating to the client in question in the 6 months preceding the date of the most recent work undertaken under this engagement in respect of that client. You and the Company agree that this is a genuine pre-estimate of the Company's loss for breach of Clause 4.2.

4.4 You acknowledge and agree, that each of the Clauses at 4.2.2(a) to 4.2.2(e) constitutes an entirely separate and independent restriction on them and that the duration, extent and application of each of such restrictions are no greater than is necessary for the protection of the legitimate interests of the Company. You agree that if any of such restrictions will be adjudged to be void or ineffective as going beyond what is reasonable in all the circumstances for the protection of the interests of the Company or for any other reason, but would be valid and effective if part of the wording of it was deleted and/or any period or area referred to in it reduced in time or scope, such restrictions will apply with such deletions or modifications as may be necessary to make them valid and effective.

## **5 Confidential information and intellectual property**

5.1 Except in the proper performance of your obligations under the terms set out in this agreement, you will not during the engagement or at any time after it ends, use for your own benefit or for the benefit of any other person, firm, company or organisation, or directly or indirectly disclose to any person any Confidential Information which has come to your knowledge during or in connection with the engagement. The restrictions in this Clause 5.1 do not apply to:

5.1.1 any Confidential Information which is already in or (otherwise than through your unauthorised disclosure) becomes available to, or within the knowledge of, the public generally; and

5.1.2 any use or disclosure authorised by the Company or required or protected by law.

5.2 In consideration of the Company paying to you the Fee, you hereby transfer to the Company by way of present and future assignment with full title guarantee all intellectual property rights (including any and all copyright, rights in inventions, patents, knowhow, trade secrets, trade

marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, utility models, domain names and similar rights), whether registered or not, including applications to protect or register such rights and all renewals and extensions of such rights or applications, whether vested, contingent or future and wherever existing, in the work and/or any inventions created or developed by you and/or any Substitute in providing the Services (either alone or jointly with others). For work in respect of which intellectual property rights are assigned to the Company under this Clause 5.2, you hereby irrevocably waive all your, and will procure the waiver by all third parties of all their, moral rights in such Work, under the Copyright, Designs and Patents Act 1988 (and all analogous legislation worldwide) to the extent permitted by law.

## **6 Our property**

All documents, hardware, software and any other materials provided for your use and that of any Substitute by the Company, and any data or documents (including copies) and/or other materials produced by you and/or any Substitute and/or produced, maintained or stored on the Company's computer systems and other electronic equipment, remain the property of the Company at all times.

## **7 Data protection and monitoring**

7.1 You will and procure that any Substitute will:

7.1.1 comply with your obligations under the United Kingdom General Data Protection Regulation, the Data Protection Act 2018 and under the Company's data protection policy and other relevant policies;

7.1.2 co-operate fully with the Company in order to enable the Company to comply with its obligations under applicable data protection legislation;

7.1.3 implement and maintain appropriate technical and organisational measures against unauthorised and unlawful processing of Personal Data and against accidental loss and destruction of or damage to Personal Data;

7.1.4 process any Personal Data disclosed to you by or on behalf of the Company only for the purposes of providing the Services and only for the purposes for which that Personal Data was obtained and is processed by the Company;

7.1.5 not transfer any Personal Data outside the UK or to any international organisation without the Company's prior written consent;

7.1.6 immediately provide such evidence of your compliance with your obligations under this Clause 7 as the Company may from time to time reasonably request;

7.1.7 immediately upon notification by the Company, take all appropriate action to enable the Company to properly comply with any request from a data subject in relation to access to and/or rectification or erasure of Personal Data; and

7.1.8 immediately notify the Company of any data breach relating to Personal Data about which you become aware.

7.2 The Company will collect and process Personal Data and special category data (also known as 'sensitive personal data') relating to you in accordance with its data protection privacy notice, a copy of which is available from Keeley Smith.

7.3 The Company may monitor the activities of all staff (including its contractors) in accordance with its policies, copies of which are available from Keeley Smith.

## **8 Insurance and liability**

8.1 You acknowledge that you will have personal liability for, and will indemnify the Company for, any loss, liability, costs (including legal costs), damages and/or expenses incurred by the Company arising from any breach by you or any Substitute, of any of the terms set out in this agreement, including any negligent or reckless act or omission or default or failure in or in connection with the provision of the Services.

8.2 You will maintain in force during your engagement full and comprehensive insurance cover with reputable insurers acceptable to the Company in respect of the provision of the Services on the following terms:

8.2.1 you must hold professional indemnity insurance of at least £50,000; and

8.2.2 the policies cover the work to be undertaken by you in the provision of the Services i.e. your business description on your policy aligns with the Services you are providing under the terms set out in this agreement.

## **9 Termination**

9.1 Notwithstanding the provisions of Clause 1, the Company may terminate your engagement with immediate effect with no obligation to make any further payments to you (other than accrued fees and expenses at the date of termination) if:

9.1.1 you are in material breach of any of your obligations set out in this agreement; and/or

9.1.2 for one month or less, you are unable to provide the Services in a proper and efficient manner (and have not provided an acceptable Substitute pursuant to Clause 2.3); or

9.1.3 you are in the reasonable opinion of the Company wilfully negligent or incompetent in the performance of the Services or fail to remedy any default or failure in the provision of the Services.

9.2 Any delay by the Company in exercising any of its rights to terminate will not constitute a waiver of those rights.

## **10 Your obligations on termination**

10.1 You and any Substitute will immediately upon termination of the engagement, and at any time on request, surrender to a person duly authorised by the Company all stock including any telematics devices and any associated ancillary equipment (whether unused or faulty), computer programs, reports, manuals, files, notes, accounts, documents, correspondence, books, materials, papers and information (on whatever media and wherever located) any keys and any other property of the Company that have been made available to you and/or any Substitute, or made or received by you and/or any Substitute, during the course of providing the Services and which are in your possession or under your control and/or in the possession or under the control of any Substitute.

10.2 Subject to the Company's data retention guidelines, you will immediately upon termination of the engagement irrevocably delete any information relating to the business of the Company stored in any magnetic or optical drive or memory, and all matter derived from such sources,

which is in your possession or under your control outside the premises of the Company. You will also procure that any Substitute deletes such data in their possession or under their control where applicable.

## **11 Status**

- 11.1 You will be an independent contractor and as such will not be entitled to any pension, bonus, holiday, sickness or other fringe benefits from the Company. You are not an agent, officer or employee, worker or partner of the Company and you will not hold yourself out as such.
- 11.2 You acknowledge that the Company will not be operating Pay As You Earn or making or deducting any National Insurance contributions in respect of the provision of the Services and the Fee and expenses (if any) payable under the terms set out in this agreement. You will be responsible for, and will account to the appropriate authorities for, all income tax liabilities and National Insurance or similar contributions payable in respect of the payments made to you and/or any Substitute.
- 11.3 You indemnify the Company against any liability, assessment or claim together with all reasonable costs and expenses and any penalty, fine or interest paid by the Company in connection with or in consequence of any such liability, assessment or claim for:
- 11.3.1 payment of tax and National Insurance or similar contributions arising from or in connection with the provision of the Services, where such recovery is not prohibited by law; and
  - 11.3.2 any employment-related claim or claim based on worker status brought by you and/or any Substitute against the Company arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Company.
- 11.4 The Company may satisfy the indemnity in Clause 11.3 by way of deduction from any payment(s) due to you.

## **12 General**

- 12.1 The terms set out in this agreement constitute the entire and only legally binding agreement between us relating to your engagement and supersede any previous understandings, arrangements, representations, negotiations or agreements between us. Neither of us has made any statement, representation or warranty concerning the subject matter of this agreement and neither of us has any liability arising from reliance on any information supplied by one to the other except where it is contained in this agreement. Nothing in this Clause 12.1 will have effect to exclude the liability of either of us for fraud or fraudulent misrepresentation.
- 12.2 The Contracts (Rights of Third Parties) Act 1999 will not apply to the agreement set out in this agreement and no person other than you and the Company will have any rights under it. The terms of the agreement set out in this agreement may be varied, amended or modified (whether in whole or in part) or this agreement may be suspended, cancelled, terminated by agreement in writing between you and the Company or this agreement may be rescinded in each case without the consent of any third party.
- 12.3 This agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales. You and the Company

irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the agreement set out in this agreement, its subject matter or formation (including non-contractual disputes or claims).

12.4 No variation of the terms set out in this agreement will be valid or effective unless it is in writing, refers to this agreement and is duly signed or executed by, or on behalf of, both you and the Company.

12.5 In this agreement:

12.5.1 **Client** means any person, firm, company or other undertaking, who was provided with services by you on behalf of the Company and with whom you dealt at any time during the Relevant Period or about whom you had access to Confidential Information;

12.5.2 **Competing Business** means any business in the Territory which competes, or proposes to compete, with any business carried on by the Company in which you were involved at any time during the Relevant Period or about which you had access to Confidential Information;

12.5.3 **Confidential information** means all information or data (in whatever form), of a confidential or proprietary nature disclosed to or received by you (by any means), or to which you have access, whether or not labelled or designated as confidential, relating to the products, services, business or proposed business, finances, transactions, staff and affairs of the Company or any customer, supplier, employee or client of any such company, including intellectual property rights, trade secrets, information in respect of which the Company is bound by an obligation of confidentiality to a third party and any other information which is designated as confidential by the Company or which you should reasonably be aware is confidential;

12.5.4 **Key Employee** means any person employed or engaged by the Company for which you were required to perform Services at any time during the Relevant Period in a sales, marketing, operations, engineering or executive management role and with whom you had dealings or about whom you had access to Confidential Information;

12.5.5 **Personal Data** means any information relating to a living individual who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data or an online identifier, or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual.

12.5.6 **Relevant Period** means the period of 12 months ending with the date of the termination of this engagement;

12.5.7 **Restricted Services** means services of the same type as, or similar to, goods and/or services supplied by the Company at (1) the date of the termination of this engagement or (2) at any time during the Relevant Period; and

12.5.8 **Territory** means any country in which at the date of the termination of this engagement the Company carries on business or proposes to carry on business.

Please acknowledge receipt of this agreement and acceptance of the terms below.