
Service Agreement Terms & Conditions

1. DEFINITIONS & INTERPRETATIONS:

Client: the party who is contracting to receive the services

The Property VA Ltd: The Outsourcing Company

Virtual Assistant or VA: The service provider

Assignment: The appointment of a Virtual Assistant by the Outsourcing Company to the client

Services: means services to be performed by the VA

2. DESCRIPTION OF SERVICES.

Miscellaneous Business Support Services including but not limited to the following packages:

- a. General Administrative Support
- b. Portfolio Administrative Support
- c. Lead Generation and Other Marketing Support
- d. Social Media Management & Content Creation Support
- e. Bookkeeping Support
- f. Virtual Assistant Recruitment Support Services
- g. Virtual Assistant Training and Onboarding Services
- h. Virtual Assistant Delegation & Systemisation Services
- i. Other Virtual Assistant Support

3. PAYMENT FOR SERVICES.

Client will pay compensation to The Property VA for the Services at the current rates as agreed during Sign Up / rates declared on official order documents such as invoices, proposals and other official company written communication and documents.

This compensation shall be payable and due upon receipt of invoice. Payment must clear 5 working days before provision of services.

*No set up fees are payable

*All invoices are billed in advance.

Payment is in exchange for hours of services rendered.

Payment is not based on performance targets.

4. WEEKLY HOURS

- 4.1. Service Provider is available to provide services Monday - Friday between 8am and 6pm.
- 4.2. Service Provider must not have more than 8 hours of work per day.
- 4.3. Service Provider is available to work during Bank Holidays except Christmas Day and New Year's Day.

5. VA ASSIGNMENTS

- 5.1. The Property VA endeavours to ensure the suitability of any Virtual Assistant assigned to the Client that the Virtual Assistant has the experience, training, and qualifications and that the Virtual Assistant is willing to work in the position which the Client seeks to fill.
- 5.2. Temporary Cover Virtual Assistants (Refer to Section 5 on Planned and Unplanned Absences / Leaves): If a Temp VA is required during the regular assigned VA's absence, The Property VA will endeavour to ensure the suitability of the cover Virtual Assistant assigned to replace the regular Virtual Assistant has equivalent or matching IT skills and competence but does not guarantee the elimination of downtime and training for the replacement VA to be familiarised with routine processes.

6. UNSUITABILITY OR REPLACEMENT OF THE VIRTUAL ASSISTANT

- 6.1. The Client undertakes to supervise the Virtual Assistant sufficiently to ensure the client's satisfaction with the VA's standards of work. If the client reasonably considers that the services of the VA are unsatisfactory, the client may terminate the Assignment either by informing The Property VA to remove and/or replace the Virtual Assistant. The Property VA may, in its absolute discretion, in such circumstances, reduce or cancel the Charges for the time worked by that Virtual Assistant, provided that the client has notified The Property VA immediately.
- 6.2. Replacement Virtual Assistants: The Property VA will endeavour to ensure the suitability of the replacement Virtual Assistant has equivalent or matching IT skills and competence but does not guarantee the elimination of downtime and training for the replacement VA to be familiarised with routine processes.

- 6.3. The Property VA shall notify the client immediately if it receives or otherwise obtains information which gives The Property VA reasonable grounds to believe that any Virtual Assistant supplied to the client is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith without prior notice and without liability. Notwithstanding, the client shall remain liable for all Charges incurred prior to the termination of the Assignment.
- 6.4. The client shall notify The Property VA immediately and without delay and in any event within 1 hour if the VA fails to attend work or has notified the client that they are unable to attend work for any reason.

7. HOLIDAYS & ABSENCE / LEAVES

7.1. Planned Absences:

- Service Provider may request a planned absence in advance with a minimum notice period of 30 calendar days.
- Client may opt to be refunded a pro-rata calculated amount
- Or client may request a Temporary Replacement VA to cover
- The maximum number of days the Service Provider may request for planned absence is calculated at 28 working days for a full time role, or 14 working days for a part time role
- Service Provider is not expected to work on Christmas Day and New Year's Day and no fees will be refunded to the client for these days.
- Service Provider is expected to work on UK Bank Holidays if required by the client.

7.2. Unplanned Absences:

- Service Provider may request unplanned absences for the following reasons: bereavement, illness, and other emergencies.
- Service Provider must notify Client as soon as possible.
- The Property VA will attempt provide the option to fill in the position with a Temporary Replacement VA but this may not always be possible.
- If a temp cover is not available at short notice, The Property VA will be refunded a pro-rata calculated amount

7.3. Disruptions

- In situations of disruptions such as power outages, typhoons, other acts of God, calamities, political unrest, etc., the Service Provider will attempt to continue provision of services as much as possible. The client accepts that adjustments may need to be made in these situations such as flexible schedules, and catch up work arrangements.

8. FEE INCREASE REVIEW:

Should it become necessary to increase service fees in line with increase in cost of living for the virtual assistants, The Property VA shall provide client with written notification of a price increase at least sixty (60) days in advance of the effective date of such increase. Any price increases will not become effective until sixty (60) days after written approval is received from the client. We will always seek to keep the increase to a minimum as much as possible.

9. COMMENCEMENT OF SERVICE:

9.1. When signing up, the client understands

1. The VA cannot start working until the client has submitted the Client Fact Find
2. The VA cannot start working until the client has gone through an onboarding session

9.2. The client must first submit and complete the Client Fact Find before attending the onboarding session

9.3. The Client Fact Find:

The Property VA reserves the right not to commence provision of services with an incomplete fact find submission. The fact find will serve as the basis for providing The Property VA with details, information and instructions for the tasks the virtual assistant will be carrying out.

While the Client Fact Find is a great tool to minimise the need for extended periods of training the VA to be up to speed to the client's business operations, The Property VA cannot guarantee the length of time it will take to get the VA fully proficient in carrying out the delegated tasks.

9.4. The Onboarding Session:

The onboarding session is a 30 min video call that takes place before the VA commences regular service. During the onboarding session The Property VA's representative will walk through the client's processes and assess the client's business set up to ensure the VA's first week of rendering regular service will be as efficient and productive as possible. The onboarding session is a guided session

led by The Property VA, however the client will be expected to take an active role in presenting the business operations in which the VA will be expected to take part in.

10. MINIMUM CONTRACT:

10.1. Either party may terminate this agreement upon 30 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, The Property VA shall invoice Client for any payment due, and payment will be due immediately upon receipt.

10.2. The minimum contract for signing up to The Property VA's outsourcing services is 1 month.

10.3. Please refer to Section 6 for Unsuitability Terms & Conditions

11. TERM/TERMINATION.

Either party may terminate this agreement upon 30 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, The Property VA shall invoice Client for any payment due, and payment will be due immediately upon receipt.

12. THIRD PARTY PLATFORMS & SOFTWARE SUBSCRIPTION

12.1. The Property VA will not be responsible for training VAs to use third party software. Hours required for training a VA to use third party software platforms will be taken from the VA's daily allocated hours.

12.2. Subscription payments to proprietary third party platforms and software services will be the responsibility of the client.

13. Compliance

13.1. Client bears full responsibility for adhering to all compliance related to running a property investment business including, but not limited to:

- HMO Licensing
- ICO registration
- AML registration
- PRS Membership
- TPO Membership

14. EQUIPMENT & OTHER EXPENSES:

14.1. Service Provider is responsible for the costs of the following equipment:

- Laptop/computer
- Mobile phone
- Headset and microphone if required
- Internet
- Cloud based Office programs / suite
- Cloud Antivirus protection
- Office stationery

14.2. Client is responsible for the purchase or provision of

- Any equipment or expenses not stated above & delivery costs
- Specialist hardware upgrade or specification beyond what is required of a General Admin IT specification and any maintenance and associated costs
- Third party / proprietary software programs including but not limited to office programs, bookkeeping software, CRM platforms, property management software etc.
- Specialist Antivirus protection
- Business email subscriptions
- VOIP and other telephony subscriptions
- Kindly also refer to Section 13.2 on software subscriptions.

14.3. Marketing Costs:

- The service provided does not include printing and posting costs for DTV letter campaign materials and postage
- Client pays for any advertising / paid for marketing campaigns
- Client is responsible for signing up to the necessary services / platforms needed for all marketing activities

15. NON-DISCLOSURE AND NON-SOLICITATION.

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, 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 Clients Other than on behalf of client himself.

16. 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 is NOT required to provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Service Provider.

17. WORK PRODUCT OWNERSHIP.

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

18. LIABILITY.

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

19. EARNINGS AND SUCCESS DISCLAIMER

19.1. The outsourcing services provided by The Property VA are provided to support client's business activities.

19.2. I understand that The Property VA offers no guarantee of earnings or success through tasks delegated to the VA including but not limited to lead generation and marketing services.

19.3. Lead Generation Expectations: The Property VA does not guarantee number of responses, leads and deals through the lead generation tasks outsourced to the VA.

20. General

20.1. The Property VA is not providing investment advice of any kind. It is the Client's responsibility to ensure that The Client is happy with the investment potential of any property in which The Client wishes to invest.

- 20.2. The Property VA offers no guarantee for any success of any marketing efforts or campaigns carried out on behalf of the client.
- 20.3. Client understands that The Property VA is NOT offering a property sourcing service.
- 20.4. Client understands lead generation means pipeline building and NOT deal finding or private investor finding
- 20.5. Client understands that marketing VAs do not find property deals or private investors. Marketing VAs help me build a pipeline of leads of which it is the responsibility of the investor/business owner to pursue.
- 20.6. The Property VA does not guarantee or warrant that any deal will make any level of profit. It is the Client's responsibility to satisfy themselves that the deal is profitable.
- 20.7. All forecasts, projections, views and recommendations are given honestly and in good faith but are not guaranteed or warranted to be true, complete or accurate.
- 20.8. All of the service providers (including solicitor, financial adviser, builder and other contractors) that may be recommended to The Client are believed to be competent and trustworthy but The Property VA shall not be responsible if they are not or for any failure or defect in the services provided by any such person.

21. DATA PROTECTION AND SECURITY

- 21.1. Client bears full responsibility of protecting access to accounts using third party software and service providers and platforms. While The Property VA may recommend password managers for security and access control, The Property VA will not be responsible for any security breaches.
- 21.2. Security breaches can happen to even the best protected servers, therefore clients must never be complacent about data protection.
- 21.3. Client MUST back up all documents uploaded onto the collaboration platform (currently Notion.so as of signing) to protect against all eventuality and security breaches.
- 21.4. Client bears all responsibility for privacy and data protection policy and agreements of his/her own client, supplier, tenant, guest's information that client will share with the Service Provider for the Service Provider to carry out the work required for the client..

22. CONFIDENTIALITY.

The Property VA and the Service Provider will not at any time or in any manner, either directly or indirectly, use for the personal benefit of The Property VA or the Service Provider, or divulge, disclose or communicate in any manner any information that is proprietary to the Client. The Property

VA and 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, Service Provider will return to Client all records, notes documentation and other items that were used, created, or controlled by Service Provider during the term of this Agreement with the exception of items purchased by Service Provider and not reimbursed by the Client.

23. 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.