

PRIVATE P.A. LTD

TERMS OF BUSINESS

for the supply of Personal Assistants

1. The Contract

- 1.1. These Terms of Business govern the supply of the Personal Assistant's services by the Company to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or Engagement of the Personal Assistant.
- 1.2. Unless otherwise agreed in writing by a director of the Company, these Terms of Business shall prevail over any other terms of business provided by the Client.

2. Services

The services to be provided by the Personal Assistant are to be agreed in advance of the Assignment by the Client and the Company.

3. Charges

- 3.1. The Client agrees to pay the hourly Charges of the Company as notified at the commencement of the Assignment and as may be varied from time to time during the Assignment but in default of any specific agreement at the Standard Rate.
- 3.2. The Charges are calculated according to the number of hours worked by the Personal Assistant (to the nearest quarter hour).
- 3.3. The Charges do not include any travel, hotel or other expenses which are paid for separately by the Client.
- 3.4. The Company assumes responsibility for payment of the Personal Assistant's remuneration and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Personal Assistant.
- 3.5. The default minimum period of any Assignment shall be four hours, unless agreed between the Company and the Client.
- 3.6. The Charges are invoiced to the Client calendar monthly and are payable within 7 days.
- 3.7. The Company reserves the right to charge interest on any overdue amounts at the rate of 4% per annum above the base rate from time to time of Lloyds Bank PLC from the due date to the date of payment.
- 3.8. Charges are to be paid as per the details given on the monthly invoice.

4. Cancellations

- 4.1. The Client will notify the Company immediately should it wish to cancel any Assignment.
- 4.2. If the Client provides at least seven days' notice of such cancellation no Charges will be made by the Company.
- 4.3. If less than seven days' notice of cancellation is given, the Client will pay one half of the Charges that would have been payable for the Assignment.
- 4.4. If the Personal Assistant is unable to gain access to the Client's premises, Charges for three hours will be payable.

5. Time Sheets

At the end of each month of an Assignment (or at the end of the Assignment where it is for a period of one month or less or is completed before the end of a month) the Personal Assistant shall provide the Company with a time sheet verifying the number of hours worked and these will be included on the invoices for Charges.

6. Introduction Fees

- 6.1. Subject to the provisions of the sub-clauses of this Clause, if a Temp-to-Perm or Temp-to-Third Party situation occurs then the provisions set out below in sub-clauses 6.2 to 6.4 apply.
- 6.2. If a Temp-to-Perm or Temp-to-Third Party situation occurs the Client must pay the Fee.
- 6.3. This Clause will apply even if the Personal Assistant is engaged in a different capacity or job to that in respect of which the Company originally introduced the Personal Assistant to the Client.
- 6.4. No refund of a Fee will be paid in the event that the Engagement subsequently terminates.

7. Liability

- 7.1. Whilst every effort is made by the Company to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Personal Assistants and further to provide them in accordance with the Clients booking details, the Company is not liable for any loss, expense, damage or delay arising from any failure to provide any Personal Assistant for all or part of the Assignment or from negligence, dishonesty, misconduct or lack of skill of the Personal Assistant.
- 7.2. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.
- 7.3. Personal Assistants are supplied by the Company under contracts of service. They are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment.
- 7.4. The Client agrees to be responsible for all acts, errors or omissions of the Personal Assistant, whether wilful, negligent or otherwise.
- 7.5. The Client shall indemnify and keep indemnified the Company against any costs, claims or liabilities incurred by the Company arising out of any Assignment and/or as a result of any breach of these Terms of Business by the Client.

8. Working Time Regulations

Where the Client requires or may require the services of a Personal Assistant for more than 48 hours in any week, the Client must notify the Company of this requirement before the commencement of that week.

9. Termination

9.1. If the Client reasonably considers that the services of the Personal Assistant are unsatisfactory, the Client may terminate the Assignment either by instructing the Personal Assistant to leave the Assignment immediately, or by directing the Company to remove the Personal Assistant.

9.2. The Company may in the circumstances referred to in sub-clause 9.1 reduce or cancel the Charges for the time worked by that Personal Assistant, provided that the Assignment terminates:

9.2.1. within four hours of the Personal Assistant commencing the Assignment where the booking is for more than 7.5 hours; or

9.2.2. within 2 hours for bookings of 7.5 hours (or less).

and also provided that notification of the unsuitability of the Personal Assistant is confirmed in writing to the Company within 48 hours of the termination of the Assignment.

9.3. Subject to Clause 9.1 any of the Client, the Company or the Personal Assistant may terminate an Assignment at any time having given reasonable prior notice and without liability.

10. Miscellaneous Obligations

10.1. The Client will:

10.1.1. agree with the Personal Assistant the number of hours to be worked by him or her;

10.1.2. supervise the Personal Assistant;

10.1.3. monitor the Personal Assistant's standard of workmanship;

10.1.4. provide access for the Personal Assistant to her place of work if at the Client's premises; and

10.1.5. support and clarify the nature of any virtual working.

10.2. The Company will:

10.2.1. provide reasonable support to the Personal Assistant; and

10.2.2. provide the Client with two free hours service of a Personal Assistant, in circumstances where the Client has recommended the Company to a new client and a personal assistant has worked for that new client for a minimum of fifteen hours.

11. Definitions and Interpretation

11.1. In these Terms of Business the following definitions apply:-

Assignment	the period during which the Personal Assistant is supplied to render services to the Client;
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Charges	the charges payable by the Client under these Terms of Business;
Client	the person, firm or corporate body requiring the services of the Personal Assistant;
Company	Private P.A. Limited of 106 Sinclair Road, London W14 0NJ;
Engagement	any employment or use of the Personal Assistant on a permanent or temporary basis, whether under a contract of service or for services; an agency, licence, franchise or partnership arrangement; or any other engagement;
Fee	the average monthly Charges invoiced to the Client for the previous three months (or the equivalent monthly period if the Assignment has been less than three months) multiplied by three; if a PA is required to work away from home, including an overnight stay, for a period of a day or more then an additional allowance will be charged - this will be agreed between the client and the company;
Personal Assistant	the individual whose services are supplied by the Company to the Client;
Standard Rate	Rates upon request.
Temp-to-Perm	where a Personal Assistant supplied by the Company to the Client either transfers or is subsequently taken on directly by the Client to whom the Personal Assistant has been supplied (or, where applicable, if the Personal Assistant has become incorporated under a limited company and the Client engages that limited company); and
Temp-to-Third Party	where a Personal Assistant is supplied by the Company to the Client and the Client subsequently introduces the Personal Assistant to another hirer who employs or engages the Personal Assistant directly (or, where applicable, if the Personal Assistant has become incorporated under a limited company and another hirer engages that limited company).

11.2. References to the singular include the plural and references to the masculine include the feminine and vice versa where the context requires it.

11.3. The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

11.4. References to a Clause are to a clause of this Agreement.

12. General

12.1. No variation or alteration of these Terms of Business shall be valid unless approved in writing by a director of the Company.

12.2. Each and every obligation contained in these Terms of Business shall be treated as a separate obligation and shall be severally enforceable notwithstanding the non-enforceability of any other such obligation.

Signed.....

Date.....