

Service Agreement

This Service Agreement ("Agreement") is made between **Tilda Virtual Services ("TVS")**, ABN 83 418 562 686 of Melbourne, Australia and **Client Name ("The Client")** ABN _____ of _____.

Statement of General Terms and Conditions

Confidentiality

TVS will not at any time disclose to any third party any information that is identified as confidential by the Client. TVS will protect all information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement and is binding on all subcontractors of TVS.

Independent Contractor

It is understood that TVS is and will remain an independent contractor and is not an employee of the Client. The Client will not provide fringe benefits, including health insurance benefits, superannuation, paid vacation, or any other employee benefits. TVS and the Client agree to the following rights consistent with independent contractor status:

- TVS has the right to perform services for others during the term of this Agreement.
- TVS has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- TVS has the right to hire assistants as subcontractors to provide the services required by this Agreement.
- TVS or TVS's subcontractors shall perform the services required by this Agreement; the Client shall not hire, supervise or pay any assistants to help TVS.
- Neither TVS nor TVS's subcontractors shall receive any training from the Client in the skills necessary to perform the services required by this Agreement.
- The Client shall not require TVS or TVS's subcontractors to work full time to perform the services required by this Agreement.

Scope of Work

Lead & Sales Management

Online Calendar Management, Database and Mailings, Email & Correspondence, E-Zine/E-Newsletter Design and Sending, Auto-responders, Shopping Cart Set up, Direct mailing, Mail Merge Letters, Labels and Emails.

Business Document & Design

Article and Blog Writing, Proofreading, Document Templates, Business and Software Manuals, Procedure Manual Writing and Design, Report Writing, Transcription, Meeting Documentation, Press Release Writing, PowerPoint Presentations, Complex Spreadsheets, Printed Newsletter Design, Postcards and Direct Mail Pieces, Leaflets and Brochures, General Typing of Manuscripts, Essays, Research and/or Documents.

Virtual Bookkeeping (Australia Only)

Accounts Receivable and Payable, Establish Bookkeeping and Administrative Procedures, Payroll Management, Business Activity Statement Reporting (BAS), Preparation of Financial Statements, Superannuation and Work Cover, Bank Reconciliations, MYOB & QuickBooks, Training.

General Administrative Support

Appointment setting, Calendar Management, Appointment confirmations and Scheduling, Internet Research and Personal Assistance.

Tasks outside this scope including website design will need to be negotiated separately.

Time Management

TVS requires a three business day lead time on all tasks delegated to its team of Virtual Assistants. For rush projects, please contact Kylie Short for confirmation. All tasks should be emailed to tasks@tildavirtual.com.au

Payment for Services

TVS has been contracted for the purpose of Virtual Assistant Services on a **subscription basis**. The package purchased is **Lite/Regular/Premium** and includes **5/10/20** hours per month. Each subscription expires at the end of the month, is not transferrable and is forfeited should either party cancel this agreement.

You will receive:

- A weekly status report detailing how your block of time has been used.
- A receipt for your subscription.
- Quarterly backup CD/DVD of your files.

Your credit card will be processed for the following month on the 1st of each month. Payments can be made via Cheque, Credit card, or Direct Deposit. TVS reserves the right to discontinue services for any client who has not retained their subscription status.

Reimbursable Expenses

The following expenses incurred on behalf of the client will be billed to the client at cost, Courier & Postage charges, Mailing Costs, Printing, Laminating and Binding, CD and DVD burning.

Ownership of work product

TVS assigns to the Client copyright over work product created or generated by TVS upon payment for services, for use by the Client. Any rejected plans, ideas or designs created by TVS remains the exclusive property of TVS.

Responsibility

TVS strives to provide error-free work. Typographical errors or mistakes that are clearly the fault of TVS will be corrected at no charge. Client revisions will be charged at the rate set out in payment for services. **Final proofreading is the responsibility of the Client.** TVS is not responsible for any loss due to clerical errors on our part missed by the Client.

Error and Omission

TVS assumes no responsibility for consequences resulting from the provision of information and services, including, but not limited to, errors or omissions. All information provided is intended solely to provide general guidance on matters of interest for the personal use of the Client, who accepts full responsibility for its use. It is provided with no guarantee of completeness, accuracy or timeliness, and without warranty of any kind. Information provided does not constitute legal, accounting, tax or consulting advice.

Backup and File Management

The client's files will be stored on hard drive for 6 months from the date of completion of the project then transferred to CD for storage. All Client materials will be kept for a period of 12 months from date of last contact. Copies of electronic files will be made available upon request at a cost of \$2.00 per disk/CD. After this time, all Client files will be erased in accordance with our Confidentiality Policy. TVS cannot be held responsible for loss due to error or damage.

Termination of Agreement

Either party can terminate this agreement at any time by giving 14 days written notice via email or letter. If this contract has been terminated, the Client will pay TVS for all services accrued up to and including the date of termination immediately upon receipt of a Tax Invoice.

Amendment of Agreement

TVS reserves the right to amend this agreement at any time by giving 14 days written notice via email or letter. The client has the right to decline the amendment and terminate the agreement should they wish.

Choice of Law

The applicable law to the Agreement and to disputes arising out of the subject matter of this Agreement is the law of the state of Victoria, Australia. If the Client does not forward a signed copy of this Agreement to TVS, nor contact TVS with any changes to this agreement, yet continues to provide TVS with work and/or instructions enabling TVS to carry out the Services, the terms and conditions contained within this agreement will bind both the Client and TVS.

Party contracting services:

By:

Contact Name -
For and on behalf of Business Name -

Service Provider:

By:



Kylie Short – Owner
For and on behalf of Tilda Virtual Services