

Agreement for Supply of Service

1. The Parties: (The Customer”), and The VA Project (“The VA Provider”). By signing up and submitting payment, you (“The Customer”) have retained The VA Project, (“The VA Provider”) to proceed with the requested services, and agree to the terms and conditions as set forth in this Agreement:

1. SERVICES. Customer has retained VA Provider to perform:
 - Virtual Services, which are administrative, secretarial and clerical in nature. Services shall not include Website or graphic design or maintenance, which are separate service categories.
2. PAYMENT. Customer agrees to commit to (Sign Up Details must accompany fee in full):
 - Phone It In 7 Days at \$42.00 per week for standard work. An upfront payment of \$42.00 must accompany Sign Up Details.
OR
 - Phone It In 1 Month at \$149.00 per month for standard work. An upfront payment of \$149.00 must accompany Sign Up Details.
OR
 - Hourly Pay-As-You-Go (PAYG) at \$55.00 per hour for standard work, (5 hours minimum). A first-time deposit of \$275.00.
3. PHONE IT IN WEEKLY BASIS. Customer will be billed on a weekly basis for each week prior to commencement/renewal of subscription. All work is paid for upfront. Customer will receive weekly invoice via Paypal. Payments are due upon receipt.
4. PHONE IT IN MONTHLY BASIS. Customer will be billed on a monthly basis for each month prior to commencement/renewal of subscription. All work is paid for upfront. Customer will receive weekly invoice via Paypal. Payments are due upon receipt.
5. HOURLY PAYMENT BASIS. Customer will choose to advance purchase blocks of time (5, 10 or 15 hours) from The VA Project. For projects estimated over 10 hours, 50% will be billed upfront, the last 50% on completion. Payments are due upon receipt of invoice.

5 a) An initial (45 min) consultation is complimentary, and all project objectives are covered and a clear project outcome is agreed upon at this time. Any major changes to the agreed project outcome will result in renegotiation and both parties must agree to the changes in writing before moving forward.
6. ADDITIONAL WORK. Customer understands that additional work beyond the scope of this Agreement must be negotiated separately and will require a separate Agreement. Services requested by Customer and provided by VA Provider that do not fall within the scope of this Agreement will be billed separately at the full standard hourly rate according to service category with payment due upon receipt.
7. SERVICE CATEGORIES. There is a per-hour minimum for all services. Hourly rates are billed in 15 (fifteen) minute increments. Customer understands that hourly rates are subject to change without notice at the discretion of VA Provider.
 - Virtual Assistance = \$55.00 per hour (5 hr. min.)
 - Print Media/Design = \$120.00 per hour (1 hr. min.)
 - Web Content Services= \$65 per hour (10 hr. min. for full site design; 1 hr. min. for spot work at \$50 per hour)

All prices exclude GST (if applicable)
8. CUSTOMER RESPONSIBILITIES. Customer understands that VA Provider is not an employee, and that this will be a collaborative, professional relationship of equals where mutual professional respect, courtesy and consideration are expected. Due to the virtual nature of the relationship, Customer understands the importance of communication, especially via email, and agrees to respond to questions, requests and communications from VA Provider in a timely manner. Customer understands that VA Provider is a business with other clients to serve, and requires fair, realistic notice in order to attend to requests and projects. Poor planning or miscommunication on the part of Customer will not constitute an emergency for VA Provider. Customer understands that VA Provider may require detailed clarification of projects in order to meet expectations and provide the best support and highest quality work.
9. OFFICE HOURS & COMMUNICATION. Office hours are Monday through Sunday, 7:00 am to 10:00 pm. Telephone and Voicemail is to be the primary form of communication between Customer and VA Provider.
10. CANCELLATIONS. Given the short term nature of PHONE IT IN SERVICES Customer can choose to not renew the Weekly or Monthly Subscription at any time. VA Provider does not require any formal notification. From time to time, the VA Provider may request Customer Satisfaction Feedback.
11. MATERIALS & INFORMATION. Customer will provide all content, outlines, photos, product images, etc., necessary for any special projects. Source material must be clear and legible. Customer is responsible for furnishing all pertinent information, and for furnishing accurate, truthful and complete information necessary for VA Provider to perform or complete the contracted services or project. Customer is responsible for any copyright requirements and is liable for any infringements carried out under customers instructions.
12. EXPENSES. No Expenses are incurred on behalf of Customer. Should the customer choose to utilise the full benefits of the Premium Phone It In Service, added expenses such as ordering flowers, purchasing tickets, will all be placed on Customer’s credit card.

13. DELIVERY. Completed projects are delivered via Internet file transfer, CD ROM, DVD, email, FTP, Fax, Australia Post, or other means as required by Customer. Customer is responsible and will be billed for all shipping and handling costs. There is no charge for emailing or post under 1 ounce (DL envelope and one stamp).
14. ACCURACY. Customer assumes full responsibility for acceptance of work or services performed and agreed upon, as well as final proofing and accuracy. VA Provider is not responsible for errors or omissions.
15. PAYMENT OPTIONS. Mastercard and VISA credit cards are accepted through PayPal, our online payment vendor. Inter-bank transfer is not acceptable. The VA Provider will issue ATO compliant tax invoices.
16. LATE PAYMENTS. Payments not received by due date will result in work cessation. VA Provider reserves the right to refuse completion or delivery of work until past due balances are paid. Monthly late charges of \$10.00 or 1.75% (APR of 21%), whichever is greater, will be assessed on unpaid balances every 30 (thirty) days.
17. LIEN. All materials or property belonging to Customer, as well as work performed, may be retained as security until all just claims against Customer are satisfied.
18. LATE FEES. Clients who consistently fail to respond to questions in a timely manner, do not supply needed information, or otherwise impair efficient workflows increase administrative time, waste retainer hours unnecessarily, and prevent VA Provider from working to optimum standards and serving other clients in a fair and equal manner. VA Provider reserves the right to impose late fees and/or increase hourly rates of Clients who fall into this category.
19. PROPERTY. All billings (including invoices, statements and estimates), reports and time accountings are provided as a convenience to Customer at the discretion of VA Provider and remain the property of VA Provider. Periodic audits may reveal previous billing discrepancies or errors, and VA Provider is entitled to void or recall incorrect invoices and statements and bill for any monies due on account.
20. ACCURACY OF INFORMATION. Customer agrees that the accuracy of information supplied to VA Provider is the sole responsibility of Customer, and that VA Provider is not responsible and shall not be held liable for the results of services performed on the basis of inaccurate, incomplete or untruthful information furnished by Customer.
21. INDEMNIFICATION/RELEASE OF LIABILITY. Customer shall indemnify, defend and save VA Provider harmless from any and all suits, costs, damages or proceedings, including, but not limited to, VA Provider's services, pertaining to any and all litigation in which the Customer is a party. Customer shall pay all expenses incurred by VA Provider including, but not limited to, all solicitor's fees, costs and expenses incurred should VA Provider be named a party in any litigation to which Customer is a party. Customer shall further indemnify and hold harmless VA Provider and its agents, officers and directors from liability for any and all claims, costs, suits and damages, including solicitors' fees arising directly or indirectly out of or in connection with the operation of Customer, and from liability for injuries suffered by any person relating to the Customer. This agreement to indemnify VA Provider is not limited to any acts or omissions, statements or representations made by VA Provider in the performance and/or nonperformance of VA Provider's duties hereunder and relating to all contractual liabilities, which may be alleged or imposed against VA Provider. All reasonable precautions will be taken to safeguard the property entrusted to VA Provider. In the absence of negligence, however, VA Provider will not be held liable for loss, destruction or damage of any kind resulting from items which are lost or delayed in transit, whether such transit is electronic, fax, mail or otherwise, nor for unauthorized use by others of such property. VA Provider will not be held liable for any incidental, consequential or indirect damages, including without limitation damages for loss of profits, business interruption, loss of information, plagiarism, etc. VA Provider will not be held liable for typographical omissions or errors.
22. EXPIRATION & MODIFICATION. This Agreement shall remain in effect for a period of one year. This Agreement may not be modified or amended.
23. ADDITIONAL PROVISIONS. This Agreement shall be governed by and construed according to the laws of the State of New South Wales, and shall not be construed against the drafter. The parties agree that any suit or action relating to this Agreement shall be instituted and commenced exclusively in the federal or state courts in New South Wales and the parties hereby waive the right to change such venue and hereby consent to the jurisdiction of such courts. Any liability on the part of VA Provider as determined by a court of law will be limited to an amount not to exceed one month's services. If VA Provider must bring suit or other action to collect on unpaid invoices or seek remedy of any other breach of contract, VA Provider shall be entitled to an award of costs, reasonable solicitor's fees and interest at the maximum rate permitted by law in addition to any other relief awarded.

The terms and conditions of this Agreement may not be modified or. By signing up and submitting payment the Customer understands, agrees to and accepts the terms and conditions as contained herein.