



Supporting your business to shine

CONSULTANCY AGREEMENT

Glow Virtual Assistants (a Trading Style of Serena Fordham Enterprises Limited)
Company no. 10926599 (registered in England & Wales)
Registered Address: 72 Godfrey Road, Spixworth, Norwich, NR10 3NL

THIS AGREEMENT is dated: ____/____/____

PARTIES

- (1) **Glow Virtual Assistants (a Trading Style of Serena Fordham Enterprises Limited)** a company registered in England (Company no. 10926599) with its registered address at 72 Godfrey Road, Spixworth, Norwich, NR10 3NL, England ("**Glow Virtual Assistants**"); and
- (2) _____ with their address at _____ (the "**Consultant**").

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement (unless the context requires otherwise).

1.1 Definitions:

Business of Glow Virtual Assistants: means the services provided by Glow Virtual Assistants including: administration, personal assistance services, data management, marketing, finance, events management, project management, and property management.

Commencement Date: the date of this Agreement.

Directors: the directors of Glow Virtual Assistants (a Trading Style of Serena Fordham Enterprises Limited).

Engagement: the engagement of the Consultant by Glow Virtual Assistants on the terms of this Agreement.

Insurance Policies: professional indemnity insurance cover and public liability insurance cover.

Intellectual Property Rights: patents, rights to Inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Invention: any invention, idea, discovery, development, improvement or innovation made by the Consultant in the provision of the Services, whether or not patentable or capable of registration and whether or not recorded in any medium.

Services: the services provided by the Consultant in a consultancy capacity for Glow Virtual Assistants in accordance with the Business of Glow Virtual Assistants, as detailed in this Agreement.

Glow Virtual Assistants' Property: the Works, all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business of Glow Virtual Assistants or its customers and business contacts and any equipment, keys, hardware or software provided for the Consultant's use by Glow Virtual Assistants during the Engagement and any data or documents (including copies) produced, maintained or stored by the Consultant on Glow Virtual Assistants or the Consultant's computer systems or other electronic equipment during the Engagement.

Substitute: a substitute engaged by the Consultant under the terms of clause 3.3.

Termination Date: the date of termination of this Agreement, howsoever arising.

Works: all records, reports, documents, papers, social media posts and content and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant in the provision of the Services.

- 1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4 In this Agreement, unless the context requires otherwise, the terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.5 A reference to 'writing' or 'written' includes faxes and email unless stated otherwise.

2. TERM OF ENGAGEMENT

- 2.1 Glow Virtual Assistants shall engage the Consultant and the Consultant shall provide the Services on the terms of this Agreement.
- 2.2 Initial payment of £0.00 for Consultant set up is required from the Consultant to Glow Virtual Assistants upon signing this agreement, on the basis of joining the Superwomen Membership Club provided by our partner HER Business Revolution, which carries a monthly fee of between £15.00 to £29.00 depending on payment plan offered/selected. Consultants must join at www.herbusinessrevolution.biz/superwomen-membership-club before any work can be passed to them (to ensure full training and networking opportunities are utilised).
- 2.3 The Engagement shall commence on the Commencement Date and the Agreement shall continue unless and until terminated:
 - (a) as provided by the terms of this Agreement;
 - (b) by either party giving to the other party not less than four weeks' prior written notice.

3. DUTIES AND OBLIGATIONS

- 3.1 During the Engagement the Consultant shall:
 - (a) provide the Services, which shall include the following:
 - (i) find their own clients, unless clients are provided by Glow Virtual Assistants;
 - (ii) offer clients convenient initial appointments, including (but not restricted to) evening and weekend appointments;
 - (iii) advise clients in accordance with the current laws and the guidelines set by Glow Virtual Assistants;

- (iv) take written, signed instructions from clients and provide them to Glow Virtual Assistants within 2 days together with the client's contact information;
 - (v) provide clients with an overview of their instructions and their task requirements within 5 days of the initial meeting so terms of business can be sent to them for signing;
 - (vi) take comprehensive notes of meetings and calls (to help with any possible future disputes or challenges);
 - (vii) after the terms of business have been signed, provide clients and Glow Virtual Assistants with constant communication of the tasks and time taken;
 - (viii) offer clients convenient appointments for reviewing tasks undertaken and to progress tasks;
 - (ix) provide ongoing support and undertake all tasks required under the client's terms of business throughout the whole term of their contract; and
 - (x) store any work undertaken centrally in the Glow Virtual Assistants' Dropbox system and provide to clients when required.
- (b) provide the Services with all due care, skill and ability and use their best endeavours to promote the interests of Glow Virtual Assistants; and
- (c) promptly give to the Directors all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services or the Business of Glow Virtual Assistants.
- 3.2 If the Consultant is unable to provide the Services due to illness or injury, they shall advise Glow Virtual Assistants of that fact as soon as reasonably practicable. For the avoidance of doubt, no fees shall be payable in accordance with clause 5 in respect of any period during which the Services are not provided for illness, injury, holiday or otherwise.
- 3.3 The Consultant may, with the prior written approval of the Directors and subject to the following proviso, appoint a suitably qualified and skilled Substitute to perform the Services on their behalf, provided that the Substitute shall be required to enter into direct undertakings with Glow Virtual Assistants, including with regard to confidentiality. If Glow Virtual Assistants accepts the Substitute, the Consultant shall continue to invoice Glow Virtual Assistants in accordance with clause 5 and shall be responsible for the remuneration of the Substitute. For the avoidance of doubt, the Consultant will continue to be subject to all duties and obligations under this Agreement for the duration of the appointment of the Substitute.
- 3.4 The Consultant shall use reasonable endeavours to ensure that they are available at all times on reasonable notice to provide such assistance or information as Glow Virtual Assistants may require.
- 3.5 Unless they have been specifically authorised to do so by Glow Virtual Assistants in writing, the Consultant shall not:
- (a) have any authority to incur any expenditure in the name of, or for the account of, Glow Virtual Assistants; or
 - (b) hold themselves out as having authority to bind Glow Virtual Assistants.
- 3.6 The Consultant shall comply with all reasonable standards of safety and comply with Glow Virtual Assistants' health and safety procedures from time to time in force at the premises where the Services are provided and report to Glow Virtual Assistants any unsafe working conditions or practices.
- 3.7 The Consultant shall comply with Glow Virtual Assistants' policies on social media, use of information and communication systems and other policies agreed with the Consultant from time to time.
- 3.8 The Consultant shall be required to hold suitable qualifications and experience to fulfil the role and responsibilities required during the entire term of Engagement under this Agreement. Fees and CPD requirements under this status will be the responsibility of the Consultant.
- 3.9 The Consultant shall:
- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");
 - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - (c) comply with Glow Virtual Assistants' Anti-bribery and Anti-corruption Policies as updated from time to time ("**Relevant Policies**");
 - (d) promptly report to Glow Virtual Assistants any request or demand for any undue financial or other advantage of any kind received by the Consultant in connection with the performance of this Agreement; and
 - (e) ensure that all persons associated with the Consultant or other persons who are performing services in connection with this Agreement comply with this clause 3.10.
- 3.10 Failure to comply with clause 3.10 may result in the immediate termination of this Agreement.

4. EMAIL SPECIFIC TERMS

- 4.1 The Consultant warrants, represents and undertakes that it will fully comply with the following provisions of this clause 4.
- 4.2 All use of any Glow Virtual Assistants' email accounts by the Consultant ("**Email Account**") must be consistent with the policies and procedures of ethical conduct, safety, compliance with applicable laws and proper business practices of Glow Virtual Assistants, as notified to the Consultant from time to time or implied by good industry practice.
- 4.3 The Email Account should be used primarily for business related purposes. Personal communication is only permitted on a limited basis (and may be subject to clause 4.6 below), but non-related commercial uses are prohibited.
- 4.4 The Email Account, sent emails, received emails, draft emails and data contained within the Email Account is solely owned by Glow Virtual Assistants and the Consultant shall have no rights to its contents. Consequently, the Consultant shall not export any contents from the Email Account to an external hard drive or personal email account without Glow Virtual Assistants' prior written consent.
- 4.5 The Email account shall not be used for the creation or distribution of any disruptive or offensive messages, including offensive comments about race, gender, disabilities, age, sexual orientation, pornography, religious beliefs and practice, political beliefs, or national origin.
- 4.6 Glow Virtual Assistants reserves the right to monitor the Email Account and any electronic mail messages (including personal / private / instant messaging systems) and their content, as well as any and all use by the Consultant of the Internet and of Glow Virtual Assistants' computer equipment used to create, view, or access e-mail and Internet

content. The Consultant acknowledges that the Email Account is not private and is subject to viewing, downloading, inspection, release and archiving by Glow Virtual Assistants at all times.

- 4.7 Glow Virtual Assistants may withdraw access to the Email Account at any time without providing notice to the Consultant.
- 4.8 Upon the termination of the Consultant's Engagement, the Consultant shall cease using the Email Account with immediate effect and provide Glow Virtual Assistants with their login information.
- 4.9 If the Consultant breaches any of the terms of this clause 4, Glow Virtual Assistants may terminate the Consultancy Agreement with immediate effect.

5. FEES

- 5.1 Glow Virtual Assistants shall pay the Consultant's fees in accordance with the terms of this Agreement. Such amounts shall be inclusive of VAT (where applicable).
- 5.2 All fees payable will be calculated after the deduction of costs for any outsourced services, as required by Glow Virtual Assistants from time to time.
- 5.3 The Consultant shall submit to Glow Virtual Assistants invoices which must detail the work completed by the Consultant or any Substitute during the previous month.
- 5.4 In consideration of the provision of the Services during the Engagement, Glow Virtual Assistants shall pay each invoice submitted by the Consultant in accordance with clause 5.1 within 30 days of receipt of payment of all fees due from the client.
- 5.5 In relation to division of fees for the Services provided by the Consultant, Glow Virtual Assistants shall retain:
 - (a) 25% of the total fee for services to clients provided to Glow Virtual Assistants by the Consultant (after the deduction of any third party fees and any charitable donations pursuant to clause 5.7); and
 - (b) 70% of the total fee for services to clients provided by Glow Virtual Assistants to the Consultant (after the deduction of any third party fees and any charitable donations pursuant to clause 5.7).
- 5.6 Payment in full or in part of the fees claimed under clause 5 or any expenses claimed under clause 6 shall be without prejudice to any claims or rights of Glow Virtual Assistants against the Consultant in respect of the provision of the Services.
- 5.7 As part of Glow Virtual Assistants' CSR objectives, Glow Virtual Assistants reserves the right to provide up to 10% of the fees for the services hereunder to Glow Virtual Assistants' chosen charity.

6. EXPENSES

- 6.1 The Consultant will be responsible for any expenses incurred by it during the course of the Engagement, unless otherwise agreed with Glow Virtual Assistants in advance.

7. OTHER ACTIVITIES

- 7.1 During the term of the Engagement and for a period of 12 months from the Termination Date, the Consultant shall not (except with the prior written consent of the Directors) directly or indirectly solicit or entice away (or attempt to solicit or entice away):
 - (i) any employee, worker or independent contractor of Glow Virtual Assistants who is employed or engaged by Glow Virtual Assistants; or
 - (ii) any client of Glow Virtual Assistants.
- 7.2 During the term of the Engagement and for a period of 12 months from the Termination Date, the Consultant shall not directly or indirectly establish a business which would reasonably compete with Glow Virtual Assistants or the Business of Glow Virtual Assistants within the county of Norfolk, England.
- 7.3 The Consultant shall not be in breach of clause 7.1(i) as a result of running a national advertising campaign open to all applicants and not specifically targeted at any of the staff of Glow Virtual Assistants.
- 7.4 If the Consultant commits a breach of clause 7.1(i) the Consultant will, without prejudice to any other rights or remedies of the claiming party, on demand, pay to Glow Virtual Assistants a sum equal to one year's basic salary or the annual fee that was payable by Glow Virtual Assistants to that employee, worker or independent contractor plus the recruitment costs incurred by Glow Virtual Assistants in replacing such person.
- 7.5 **The Consultant acknowledges and agrees that the restrictions detailed in clause 7.1 and 7.2 are reasonable.**

8. CONFIDENTIAL INFORMATION

- 8.1 The Consultant acknowledges that in the course of the Engagement they will have access to Confidential Information.
- 8.2 A party ("**Receiving Party**") will keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("**Disclosing Party**") or its employees, agents or sub-contractors and any other confidential information concerning the Disclosing Party's business, its products and services which the Receiving Party may obtain ("**Confidential Information**").
- 8.3 In relation to any Confidential Information received from the Disclosing Party or from a third party on behalf of the Disclosing Party, the Disclosing Party and the Receiving Party agree:
 - (a) to treat the Confidential Information in confidence and to use it only for the purpose of discharging the Receiving Party's obligations under this Agreement;
 - (b) not to disclose the Confidential Information to any third party without the express written permission of the Disclosing Party (except that the Receiving Party may disclose the Confidential Information to its employees, agents and sub-contractors who need access to the Confidential Information in connection with discharging the Receiving Party's obligations under this Agreement and provided that such employees, agents and sub-contractors are made aware of the confidential nature of the Confidential Information and are subject to confidentiality obligations at least as onerous as those set out in this Agreement); and
 - (c) to treat the Confidential Information with the same degree of care and with sufficient protection from unauthorised disclosure as the Receiving Party uses to maintain its own confidential or proprietary information.
- 8.4 Nothing in this Agreement will prevent the Receiving Party from using or disclosing any Confidential Information which:

- (a) is in or comes into the public domain in any way without breach of this Agreement by the Receiving Party or any person or entity to whom it makes disclosure;
 - (b) the Receiving Party can show was (i) in its possession or known to it by being in its use or being recorded in its files prior to receipt from the Disclosing Party and was not acquired by the Receiving Party from the Disclosing Party under an obligation of confidence or (ii) to have been independently developed by the Receiving Party without reference to the Confidential Information;
 - (c) the Receiving Party obtains or has available from a source other than the Disclosing Party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use;
 - (d) is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; or
 - (e) is required by law to be released (e.g. by a court order), provided that, when permitted by the applicable law, the Disclosing Party is given as much prior written notice as possible of such request.
- 8.5 At any stage during the Engagement, the Consultant will promptly return all and any Glow Virtual Assistants' Property in their possession to Glow Virtual Assistants on its request.
- 8.6 This clause 8 shall survive termination of this Agreement, however arising.

9. DATA PROTECTION

- 9.1 The Consultant consents to Glow Virtual Assistants holding and processing data relating to them for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998) relating to the Consultant.
- 9.2 The Consultant consents to Glow Virtual Assistants making such information available to those who provide products or services to Glow Virtual Assistants such as advisers, regulatory authorities, governmental or quasi governmental organisations and potential purchasers of Glow Virtual Assistants or the Group or any part of its business.
- 9.3 The Consultant consents to the transfer of such information to Glow Virtual Assistants' business contacts outside the European Economic Area in order to further its business interests.
- 9.4 The Consultant shall comply with Glow Virtual Assistants' privacy policy and relevant obligations under applicable data protection and privacy laws when processing personal data relating to any employee, worker, customer, client, supplier or agent of Glow Virtual Assistants.

10. INTELLECTUAL PROPERTY

- 10.1 The Consultant hereby assigns to Glow Virtual Assistants all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this Agreement, the Consultant holds legal title in these rights and inventions on trust for Glow Virtual Assistants.
- 10.2 The Consultant undertakes:
- (a) whenever requested to do so by Glow Virtual Assistants and in any event on the termination of the Engagement, promptly to deliver to Glow Virtual Assistants all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in their possession, custody or power; and
 - (b) not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by Glow Virtual Assistants.
- 10.3 The Consultant warrants to Glow Virtual Assistants that:
- (a) they have not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;
 - (b) they are unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
 - (c) the use of the Works or the Intellectual Property Rights in the Works by Glow Virtual Assistants will not infringe the rights of any third party.
- 10.4 The Consultant agrees to indemnify Glow Virtual Assistants and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by Glow Virtual Assistants, or for which Glow Virtual Assistants may become liable, with respect to any Intellectual Property Rights infringement claim or other claim relating to the Works or Inventions supplied by the Consultant to Glow Virtual Assistants during the course of providing the Services. Glow Virtual Assistants may at its option satisfy this indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.
- 10.5 The Consultant waives any moral rights in the Works to which they are now or may at any future time be entitled under the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Works or other materials infringes the Consultant's moral rights.
- 10.6 The Consultant acknowledges that no further fees or compensation other than those provided for in this Agreement are due or may become due to the Consultant in respect of the performance of their obligations under this clause 10.
- 10.7 The Consultant undertakes, at the expense of Glow Virtual Assistants, at any time either during or after the Engagement, to execute all documents, make all applications, give all assistance and do all acts and things as may, in the opinion of the Directors, be necessary or desirable to vest the Intellectual Property Rights in, and to register them in, the name of Glow Virtual Assistants and to defend Glow Virtual Assistants against claims that works embodying Intellectual Property Rights or Inventions infringe third party rights and otherwise to protect and maintain the Intellectual Property Rights in the Works and the Inventions.
- 10.8 The Consultant irrevocably appoints Glow Virtual Assistants to be their attorney, in their name and on their behalf, to execute documents, use the Consultant's name and do all things which are necessary or desirable for Glow Virtual Assistants to obtain for itself or its nominee the full benefit of this clause. A certificate in writing, signed by any director of Glow Virtual Assistants, that any instrument or act falls within the authority conferred by this Agreement shall be conclusive evidence that such is the case so far as any third party is concerned.

11. INSURANCE AND LIABILITY

- 11.1 The Consultant shall be responsible for ensuring that it has sufficient Insurance Policies in respect of all work provided by the Consultant during the Engagement on Glow Virtual Assistants' behalf during the term of the Engagement. The Consultant shall provide copies of such Insurance Policies to Glow Virtual Assistants upon Glow Virtual Assistants' request.
- 11.2 The Consultant shall comply with all terms and conditions of the Insurance Policies at all times and not do anything to invalidate their terms.
- 11.3 The Consultant agrees to indemnify Glow Virtual Assistants and keep it indemnified at all times against all costs, claims, damages or expenses incurred by Glow Virtual Assistants, or for which Glow Virtual Assistants may become liable as a result of any insurance excess payments, or insurance premium increases, which are directly or indirectly related to any claim arising from the Services supplied by the Consultant under the terms of this Agreement. Glow Virtual Assistants may at its option satisfy this indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.
- 11.4 Nothing in this Agreement limits or excludes the liability of either party for death or personal injury resulting from negligence or for any damage or liability incurred by a party as a result of fraud or fraudulent misrepresentation by the other party.
- 11.5 Subject to clause 11.3 and excluding any provisions in this Agreement where an indemnity is provided by either party:
- (a) neither party will be liable for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss or corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
 - (b) each party's total liability to the other party in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising under or in connection with this Agreement will be limited to an amount equal to the amount of fees paid by Glow Virtual Assistants to the Consultant during the six months prior to the event giving rise to such claim for damages.

12. TERMINATION

- 12.1 Notwithstanding the provisions of clause 2.3, Glow Virtual Assistants may terminate the Engagement with immediate effect with no liability to make any further payment to the Consultant (other than in respect of amounts accrued before the Termination Date) if at any time the Consultant:
- (a) commits any gross misconduct affecting the Business of Glow Virtual Assistants;
 - (b) commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of Glow Virtual Assistants;
 - (c) is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
 - (d) is in the reasonable opinion of the Directors negligent or incompetent in the performance of the Services;
 - (e) is declared bankrupt or makes any arrangement with or for the benefit of their creditors or has a county court administration order made against them under the County Court Act 1984;
 - (f) is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of eight weeks in any 52-week consecutive period;
 - (g) commits any fraud or dishonesty or acts in any manner which in the opinion of the Directors brings or is likely to bring the Consultant or Glow Virtual Assistants into disrepute or is materially adverse to the interests of Glow Virtual Assistants;
 - (h) commits any breach of Glow Virtual Assistants' policies and procedures; or
 - (i) commits any offence under the Bribery Act 2010.
- 12.2 The rights of Glow Virtual Assistants under clause 12.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this Agreement on the part of the Consultant as having brought the Agreement to an end. Any delay by Glow Virtual Assistants in exercising its rights to terminate shall not constitute a waiver of these rights.
- 12.3 The Consultant may terminate this Agreement with immediate effect by providing Glow Virtual Assistants with notice in writing on or at any time after the occurrence of any of the events specified below:
- (a) a breach by Glow Virtual Assistants of its obligations under this Agreement which (if the breach is capable of remedy) the Glow Virtual Assistants has failed to remedy within 30 days after receipt of notice in writing from the Consultant requiring Glow Virtual Assistants to do so; or
 - (b) Glow Virtual Assistants becomes insolvent or ceases to trade.

13. OBLIGATIONS ON TERMINATION

- 13.1 On the Termination Date the Consultant shall:
- (a) immediately deliver to Glow Virtual Assistants all Glow Virtual Assistants' Property in their possession or under their control;
 - (b) irretrievably delete any information relating to the Business of Glow Virtual Assistants stored on any magnetic or optical disk or memory and all matter derived from such sources which is in their possession or under their control outside the premises of Glow Virtual Assistants. For the avoidance of doubt, the contact details of business contacts made during the Engagement are regarded as Confidential Information, and as such, must be deleted from personal social or professional networking accounts; and
 - (c) provide a signed statement that they have complied fully with their obligations under this clause 13.

14. STATUS

- 14.1 The relationship of the Consultant to Glow Virtual Assistants will be that of independent contractor and nothing in this Agreement shall render them an employee, worker, agent or partner of Glow Virtual Assistants and the Consultant shall not hold themselves out as such.
- 14.2 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant shall be fully responsible for and shall indemnify Glow Virtual Assistants for and in respect of:

- (a) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. The Consultant shall further indemnify Glow Virtual Assistants against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Glow Virtual Assistants in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of Glow Virtual Assistants' negligence or wilful default; and
- (b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant or any Substitute against Glow Virtual Assistants arising out of or in connection with the provision of the Services.

14.3 Glow Virtual Assistants may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

15. FORCE MAJEURE

Neither party shall in any circumstances have any liability to the other party under this Agreement if it is prevented from, or delayed in, performing its obligations under this Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes or illness involving the workforce of Glow Virtual Assistants, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. If the force majeure event continues for a period of four weeks or more, the unaffected party may terminate this Agreement by providing the other party with written notice.

16. MISCELLANEOUS

16.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

16.2 No variation of this Agreement will be effective unless it is in writing and signed by both parties.

16.3 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy.

16.4 The Consultant shall not, without the prior written consent of Glow Virtual Assistants, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. Glow Virtual Assistants may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

16.5 All notices must be in writing and will be deemed given when mailed by registered or certified mail, return receipt requested, to the other party's address. Serving notice by email or fax will not be accepted as an effective method of providing notice of a claim under this Agreement.

16.6 No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

16.7 Nothing in this Agreement is intended to, or will be deemed to establish any partnership or joint venture between the parties, make a party the agent of the other party or authorise a party to make or enter into any commitments for or on behalf of the other party.

16.8 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

16.9 This Agreement may be signed in counterparts. Each signed copy of a document will be deemed to be an original, but all signed copies, when taken together, will constitute one and the same agreement.

16.10 This Agreement is governed by English law and the parties agree to irrevocably submit to the exclusive jurisdiction of the English courts.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorised representatives of the parties on the date above.

Signed: 

 for and on behalf of **GLOW VIRTUAL ASSISTANTS**

Signed:
 for and on behalf of the **CONSULTANT**