



TERMS OF ENGAGEMENT

These Standard Terms of Engagement ('Terms') apply in respect of all work carried out by us for you, except to the extent that we otherwise agree with you in writing.

1. Services

- 1.1 The services which we are to provide for you are outlined in the service overview of the service offered on the website. However, Virtuell and you (the client) would agree on the specific services offered via email and contract signing stage.
- 1.2 Delivery of the service:
 - 1.2.1 A full-time package consists of 8 hours a day (40 hours a week) of work, with an entitlement to a minimum 30-minute break during the working day.
 - 1.2.2 A part-time package consists of 4 hours a day (20 hours a week), there is no compulsory entitlement to any minimum break during the working day.
 - 1.2.3 It is the responsibility of you (the client) to utilise the available working hours in the days of work laid out in the contract for set tasks. Unused hours can't be rolled over to another day.
 - 1.2.4 Overtime consists of any amount of time worked beyond the specified working time. In this case, there would be an agreed hourly rate to pay. The specific payment terms for overtime will be specified in the contract

2. Financial

- 2.1 Fees:
 - 2.1.1 The fees charged will always be specified at the signing of the contract. The fees charged are highlighted on the service page. If another fee has been agreed this will be confirmed via email and also in the contract.
 - 2.1.2 The list of fees will be with respect to the:
 - a. Standard service offering
 - b. Overtime provision
 - c. Bespoke technology offerings
 - d. Bespoke service offerings
- 2.2 **Value-Added Tax (VAT)** is included in all our fees and charges.
- 2.3 **Invoices:** Invoices will be generated on a monthly basis, however in certain circumstances, ad hoc invoices will be generated and sent sooner, for example, if the client trust account falls to a certain level due to extensive overtime during the period, the specifics of the mechanism of how ad hoc invoices are generated will be laid out in the contract.

- 2.4 **Payment:** Our fees and other charges for settlements (eg property, business, financial) are payable on or before settlement unless we otherwise agree. Invoices for other services are payable within 14 days of the date of the invoice unless alternative arrangements have been made with us. We may require interest to be paid on any overdue amount. Interest may be calculated at the rate of 1.5% per month from the date payment become due until the overdue amount is paid. You agree to meet any collections costs in the recovery of any overdue account.
- 2.5 **Security:** We may ask you to pre-pay amounts to us, or to provide security for our fees and expenses. You authorise us:
- i to debit against amounts pre-paid by you; and
 - ii to deduct from any funds held on your behalf in our trust account any fees, expenses or disbursements for which we have provided an invoice regardless of whether the permitted timeframe for payment has passed.
- 2.6 **Third Parties:** Although you may expect to be reimbursed by a third party for our fees and expenses, and although our invoices may at your request or with your approval be directed to a third party, nevertheless you remain responsible for payment to us if the third party fails to pay us.

3. Confidentiality

- 3.1 We will hold in confidence all information concerning you or your affairs that we acquire during the course of acting for you. We will not disclose any of this information to any other person except under the following circumstances:
- 3.1.1 to the extent necessary or desirable to enable us to carry out your instructions; or
 - 3.1.2 to the extent required by English law.
- 3.2 Confidential information concerning you will as far as practicable be made available only to those within our firm who are providing legal services for you.
- 3.3 We will of course, not disclose to you confidential information which we have in relation to any other client.

4. Termination

- 4.1 You may terminate our services at any time by giving us 30 days' notice via email

5. Retention of files and documents

- 5.1 You authorise us (without further reference to you) to destroy all files and documents for this matter (other than any documents that we hold in safe custody for you) 6 months after our engagement ends.

6. Conflicts of Interest

- 6.1 We have procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises we will advise you of this and follow the requirements and procedures set out in English Law.

7. Trust Account

- 7.1 Typically clients that expect to have a lot of overtime during a billing period make an overtime deposit to our trust account. We request that they provide monies in advance and keep a minimum level in this account over the contract period with us to cover any unexpected overtime. The amount set is mutually agreed upon with the client throughout the course of the contract. We lodge these funds in a current account with a bank and will debit the account as and when overtime is required.

8. General

- 8.1 These Terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.
- 8.2 We are entitled to change these Terms from time to time, in which case we will send you amended Terms.
- 8.3 Our relationship with you is governed by English law and English courts have non-exclusive jurisdiction.