

TERMS OF SERVICE

Latest update as of August 16, 2023

Please note that in accordance with these Terms, I will be referencing my business name "Destiny" as well as using "us", "we" or "our" while fulfilling my duties as a Virtual Assistant.

Destiny operates this website and provides users with all the related information, tools and services. By using the site or buying something from us, you accept the Terms of Service stated herein.

These Terms of Service affect all users of the website, including browsers, customers, vendors and content contributors. It is important to read them carefully before accessing or using the website. Any new features added to this website will also be subject to the Terms of Service.

We may update, change or replace any part of these Terms of Service at any time. It is your responsibility to check for changes and your continued use of the website indicates your acceptance of them.

1. PROTECTING CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

At Destiny, I take the protection of your confidentiality and intellectual property rights very seriously. I understand that any information, data, or materials you provide are of utmost importance to you and your business. That's why I commit to the following:

1.1. I will maintain the confidentiality of all work performed for you. This means that any information, data, or materials provided by you will be kept strictly confidential and will not be disclosed to any third party without your prior written permission.

1.2. I will not use any information provided by you for personal gain or promotion without your written consent. This means that I will not use any of your confidential information to promote my services or to benefit myself in any way.

1.3. I will not discuss or disclose any information about your business to any third parties without your prior written permission. This means that

I will keep all information about your business strictly confidential and will not share it with anyone outside of our agreed-upon project.

1.4. You are responsible for ensuring that any images or materials provided to me have the necessary rights for use. This means that you are responsible for obtaining the necessary permissions and licenses for any images or materials provided to me for use in our project.

1.5. Once the invoice for the particular work/project has been fully paid, you retain full legal ownership and intellectual property rights over any work performed by me. This means that once you have paid for my services, you own all the rights to the work that I have done for you.

1.6. In accordance with the Data Protection Act 1998 / GDPR, both you and I may keep necessary information (such as contact details) on record. This means that I will keep your contact information on record for future reference but will not share it with anyone without your prior written permission.

2. PAYMENTS & BILLING TERMS

This section outlines the payment and billing terms for clients of Destiny. It includes details on the free consultation (also known as Discovery Call), hourly rates, payment terms, interest on late payments, expenses, and additional work requests.

It also states that any inaccuracies in completed work must be reported within three days and any further revisions requested by the client will be billed at the standard hourly rate. Any disputes related to additional work or billing will be resolved in accordance with the terms and conditions of the agreement.

Current rates and costs for our services are listed under Services > [Costs](#). Please review them carefully before engaging our services. Destiny is committed to maintaining transparency and clarity in our business dealings.

2.1. A complimentary 30-minute consultation via Zoom or phone will be offered to new clients free of charge.

2.2. For projects with an [hourly rate](#), invoices will reflect a minimum of one hour, billed in 30-minute increments, with time rounded up to



the nearest half hour.

2.3. A fixed number of hours agreed upon in writing or via email cannot be carried over to subsequent periods without prior written agreement from both parties.

2.4. PAYMENT TERMS

The Client shall be responsible for payment of all fees and expenses related to the Services provided under this Agreement.

The invoice will be sent once the work has been agreed upon, with the full terms for the work to begin set in the following, bounded by the specified payment terms:

2.4.1. Invoicing will be sent to **new clients** before the commencement of work. Full payment is required prior to the commencement of any work, and the payment is due within five (5) days of receiving the invoice. If payment is not received within this period, the invoice will be considered overdue. Although no interest will be charged, non-compliance with the payment terms may result in the contract being terminated at the discretion of Destiny.

2.4.2. Payment for the invoice for **returning clients** is due within seven (7) days of receipt. Failure to pay within this period will result in the invoice being considered overdue. The work will begin as planned and will continue within seven (7) days unless the invoice becomes overdue. (Refer to 3.1)

2.4.3. If payment is not received within seven (7) days, interest will be charged at 8% plus the Bank of England base rate from the 8th day. Late payment may result in the right to discontinue services with no further work until payment is received in full.

2.4.4. If the invoice for services provided by Destiny remains unpaid for seven (7) days past its due date (which is fourteen (14) days after it was issued), the client will be in breach of their contract with Destiny. As a result, Destiny will have the right to terminate the contract and demand immediate payment for all work completed and expenses incurred up until that point.

2.4.5. Subsequent invoices will be sent at the end of each one-month contract period. Payment will be due as set under the section

2.4.2 for returning clients.

2.4.6. All expenses such as billable time, postage, printing, and stationery bought on behalf of the client's business will be added to the invoice for reimbursement.

2.4.7. Billable time includes meetings, calls outside of contracted hours, and writing and/or reading of correspondence sent via mail or email.

2.4.8. A detailed time report can be provided with the invoice if requested by the client. (Refer to 10.1)

2.4.9. Note that all invoices are due and payable in full, without set-off or counterclaim.

2.4.10. Payment is to be made via bank transfer using bank details displayed on the invoice.

2.5. The terms of payment outlined in these Terms of Service shall apply to non-standard rates applicable to the services listed on the [Costs/Rates](#) page.

2.6. Any additional calls or services outside of the initial agreement will be charged at an [hourly rate](#). This includes but is not limited to, emergency calls, additional consultations, and additional work requests. For more details, please refer to section 4.4.

2.7. Furthermore, any additional work requests beyond the scope of the original agreed upon services will be billed separately and in accordance with the aforementioned non-standard rate of £45 per hour.

2.8. It is the client's responsibility to ask for confirmation of additional work and associated costs before the work's commencement to avoid any confusion or disputes regarding the billing process.

2.10. Payment for such additional work must comply with the section 2.4.1 or 2.4.2, whichever is appropriate. Destiny reserves the right to refuse or adjust any additional work requests at our discretion, subject to availability and feasibility. Any disputes related to additional work or billing will be resolved in accordance with these terms and conditions of this agreement and contract.



2.11. Please note that any inaccuracies in the completed work must be reported within three (3) days of receipt. If it is found to be a result of Destiny's error, corrections will be made at no extra cost. However, failing to report inaccuracies within the specified time frame will be considered as an acceptance of the completed work/project. Any further revisions requested by the client after this period will be billed at the standard hourly rate.

3. ACCESS REQUIREMENTS AND PROJECT MODIFICATIONS

The section outlines the access requirements and project modifications for the client when working with Destiny, including providing necessary resources and data before work can begin, the possibility of time and cost calculations changing based on the project's needs, and the right for Destiny to renegotiate deadlines and fees if necessary. It also mentions the potential for additional tasks to be added during the project, the availability of extended hours, and the consequences of the client's default causing delays or suspension of work.

3.1. The client must provide Destiny with appropriate access to the necessary resources, materials, and data before work on the project can begin.

3.2. Destiny's estimated time and cost calculations are not binding and may be subject to change based on the amount of work, schedule, and hours required.

3.3. If it becomes evident during the project that a significant increase in the amount of work is necessary than had been anticipated in the preliminary discussion, Destiny reserves the right to renegotiate the deadline and/or fee.

3.4. If additional tasks are added during the project, the same terms apply.

3.5. Please be advised that any additional scope of work or extended hours requested during the project implementation may be subject to availability and will be evaluated and confirmed accordingly.

3.6. In the case of the client's default causing delay or suspension of ongoing project work,

Destiny will be entitled to immediate payment for work completed and expenses incurred.

4. TURNAROUND

The section outlines the standard turnaround times for ad hoc projects and retainers, and explains that the turnaround time for projects with non-standard rates may vary depending on the project's scope and complexity. It also notes that a non-standard rate will apply if a client requires a quicker turnaround than the standard services offer.

4.1. Ad hoc projects have a standard turnaround time of 48 to 72 hours.

4.2. Turnaround for retainers is 24 hours.

4.3. The turnaround time for projects with [non-standard rates](#) on a fixed price may vary depending on the project's scope and complexity for your business services.

4.4. If a client needs a faster turnaround time, additional work, or work outside of regular business hours, they may be subject to non-standard rates or costs, which will be specified in the booking form. However, the availability of the service and the confirmation of the additional work will depend on evaluation. Please refer to section 2.4.11 for payment terms, but note that specific details of our work will be outlined in a booking form..

5. COMMUNICATION

Any communication regarding work tasks and instructions must be only via email to ensure proper documentation and accountability, and to help eliminate miscommunication and confusion.

6. REFUND POLICY

Due to the nature of the services, I do not offer refunds for purchased hours or services.

7. NOTICE PERIOD

The notice period is 20 days notice in writing to hello@vadestiny.com. This excludes services provided on an ad-hoc basis.



8. TERMINATION OF SERVICE CONTRACT

8.1. If the client terminates the service contract due to a serious breach of terms by Destiny, Destiny is entitled to immediate payment for work completed and expenses incurred up until that point.

8.2. Conversely, if Destiny terminates the service contract due to a serious breach of terms by the client, the client will be required to immediately pay for any work completed and expenses incurred up until that point.

9. REGISTERING AN ACCOUNT ON VADESTINY.COM WEBSITE

Clients are provided with the option to establish a free [account](#) at their discretion. It is not a requirement to do so as all documents can be accessed upon prior agreement with the client, should they choose not to register.

By registering on this website, you agree to abide by the terms of service as set out by the Destiny.

These terms of service may be updated or revised from time to time, and it is your responsibility to review them regularly to ensure you are familiar with any changes. These terms of service govern all aspects of your use of the website, including but not limited to payment, refunds, data protection, and content (where applicable). Failure to comply with the terms of service may result in termination of your account or access to the website, at the discretion of Destiny.

9.1. At VA Destiny, I want to make sure that you have the best experience possible when working with me as your virtual assistant. To help you keep track of all your business-related documents, invoices, and time sheets, I offer a free account creation option.

Additionally, any other requested documents or tasks that you need to complete will be added to your account, making it easier for you to keep everything in one place.

9.1.1. You must provide accurate and complete information when creating your account.

9.1.2. You are responsible for maintaining the confidentiality of your login credentials, including your username and password.

9.1.3. You must not share your login credentials with any third party.

9.1.4. You must not use another person's account without their permission.

9.1.5. You are solely responsible for any activity that occurs under your account.

9.1.6. You must notify us immediately of any unauthorised use of your account or any other breach of security.

9.1.7. We reserve the right to terminate or suspend your account at any time without notice.

9.1.8. You agree to comply with all applicable laws and regulations when using our website.

9.2. When you log in, you will be prompted to secure your account with two-factor authentication. Consider doing this in order to keep your information and documents safe. Two-Factor Authentication greatly increases the security of your account by requiring additional information beyond your username and password to log in. This prevents unauthorized access and hacks targeting sensitive information stored on this website.

- Two-factor authentication adds an additional layer of security to the authentication process
- It makes it harder for attackers to gain access to a person's devices or online accounts
- Even if a password is hacked, a password alone is not enough to pass the authentication check
- Two-factor authentication verifies that the person trying to access a device or account is who they say they are
- It is a security feature available on devices and applications
- Two-factor authentication is an essential defence layer for business data security
- It blocks 99.9% of automated attacks
- Two-factor authentication will stop most casual attacks

9.3. You may register your account at any time, either before or during the contract. Once I receive your registration, appropriate access will be granted to your account. Please note that it may take up to 12 hours for documents to appear on your account dashboard, although this is typically completed within a couple of hours.

9.4. To ensure that I provide you with relevant documents, kindly provide me with your full name and the email address you primarily use to communicate with me when filling out the registration form. This helps me to stay in touch



with you and ensure that you have all the necessary information and appropriate documents readily available.

9.5. Your account will remain active by default even after the end of our contract. However, if you want to delete your account, you can send a request via email to hello@vadestiny.com.

9.6. By registering, you agree to the terms of the business and privacy policy. By doing so, you acknowledge that you understand and accept the conditions that apply to the use of my virtual assistant services and your personal account on this website.

9.7. In the event that you decide to work with me again in the future, and your account was previously registered and not deleted, all previous work and associated documents will remain available to you on your account dashboard. Any new documents related to the current contract will also be added to your account for convenient access.

9.8. Destiny reserves the right to temporarily or permanently limit, withdraw or restrict the use of, or access to your account if they are used, in Destiny's sole opinion, in an inappropriate manner.

9.9. Upon the termination of your account on our website, all of your personal data, including login details and access to any content, documents or information associated with your account will be permanently deleted. Please note that you will not have access to any of this information once your account has been terminated.

9.10. In the event that you elect to have your account on this website terminated and make a formal request by writing to hello@vadestiny.com, Destiny will process the account termination request within five (5) days of receiving it.

10. CONDUCTING BUSINESS WITH HONESTY AND INTEGRITY

As a business owner, I recognize that conducting business with honesty and integrity is vital for establishing trust and fostering long-lasting relationships with my clients. Therefore, I promise to uphold these values in all of my business dealings. My commitment to honesty,

integrity, and professionalism is reflected in the following principles that I, as a representative of Destiny, pledge to follow:

10.1. I will conduct my business affairs in a professional, ethical, and honest manner, treating all clients and stakeholders with respect and fairness. By adhering to high ethical standards, I will build trust and credibility with clients and contribute to a positive reputation for my company.

10.2. I will make accurate representations of my skills, experience, and qualifications, and refrain from misrepresenting myself or my company's capabilities. By being transparent and honest about my expertise, I will build trust and confidence with clients and ensure that I am able to deliver on my promises.

10.3. I will respect the confidentiality of personal and business practices and recognize intellectual copyright, protecting the privacy and intellectual property of my clients. By maintaining strict confidentiality and protecting sensitive information, I will demonstrate my commitment to the trust and respect of my clients.

10.4. I will strive to maintain high professional standards by staying abreast of advances in my industry, consistently seeking out new knowledge and skills to better serve my clients. By continuously improving my expertise, I will build trust and confidence with my clients and ensure that I am delivering the highest quality services.

10.5. I will keep all acquired personal data safe and secure and only use it for its intended purpose, in accordance with GDPR and other applicable regulations set by the ICO. By protecting client data and respecting their privacy, I will build trust and loyalty with my clients and demonstrate my commitment to ethical and responsible business practices.

