VIRTUAL SUPPORT SERVICES AGREEMENT

UR Brand Offices Ltd | Company No. 12411996
86-90 Paul Street, London, EC2A 4NE

1. THE PARTIES

This agreement is between:

Service Provider:	UR Brand Offices Ltd, Company No. 12411996, 86-90 Paul Street, London, EC2A 4NE ("UR Brand Offices")
Client:	[Client Full Name / Organisation Name]
Client Address:	[Registered or Principal Address]
Client Contact:	[Email Address] | [Telephone Number]
Agreement Date:	[Insert Date]

2. ACCEPTANCE

This agreement is deemed accepted when any one of the following occurs:

- Both parties have signed this agreement; or
- The Client approves a quotation or proposal issued by UR Brand Offices; or
- The Client instructs UR Brand Offices to commence work.

Acceptance by any of the above means the Client is bound by the full terms of this agreement.

3. SERVICES

3.1 Scope of Services

UR Brand Offices will provide virtual support services as set out in Schedule A. Services may include:

- Inbox and schedule management
- Document preparation and formatting
- Data entry and CRM management
- Expense tracking and financial administration
- Meeting coordination and note-taking
- Tender and proposal writing support
- Grant application and funder reporting support
- Client relationship management
- Charity and CIC registration support
- Social media management and administration
- Governance administration
- Process improvement and project coordination
- Any other services agreed in writing

Any changes to the agreed scope must be confirmed in writing by both parties before work begins.

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3.2 No Guarantee of Outcomes

UR Brand Offices provides services with reasonable skill and care. We do not guarantee specific outcomes. This includes but is not limited to:

- Grant or funding awards
- Tender or contract success
- Charity or CIC registration approval
- Social media growth metrics or engagement
- Business performance improvements

Final decisions in all such matters rest with third parties and are outside our control. The Client accepts this on entering the agreement.

3.3 Financial Administration

Where financial administration support is provided, UR Brand Offices performs administrative functions only. We do not provide accounting, bookkeeping, taxation, payroll, financial advice, or any regulated financial service unless separately agreed in writing.

The Client remains responsible for reviewing and approving all financial information before submission or use.

The Client remains responsible for reviewing and approving all filings, submissions, and applications before submission unless otherwise agreed in writing.

3.4 Out-of-Scope Work

Any task outside the agreed scope will be raised before work begins. Additional work proceeds only once the Client has confirmed in writing and a revised fee has been agreed.

3.5 Personnel & Subcontractors

UR Brand Offices may use employees, contractors, associates, or subcontractors to deliver services. All personnel are bound by the confidentiality and data protection obligations within this agreement. UR Brand Offices remains fully responsible for the conduct of its team.

UR Brand Offices may assign alternative personnel where necessary to ensure continuity of service.

3.6 Client Authority & System Access

The Client confirms they have lawful authority to grant access to any systems, software, platforms, databases, email accounts, or records needed to deliver the services. The Client remains responsible for maintaining appropriate permissions and licences for all systems used.

The Client shall provide access credentials through secure methods where reasonably possible. UR Brand Offices reserves the right to refuse insecure methods of sharing passwords or sensitive information.

4. FEES & PAYMENT

4.1 Pricing Options

Clients choose one of two arrangements, as detailed in Schedule B:

Monthly Retainer	Pay-As-You-Go
Fixed monthly fee paid in advance. Hours allocated per month. Unused hours do not roll over. Subject to a minimum one-month initial commitment. Starting from £275/month.	Billed at an hourly rate agreed before work begins. Time is tracked and reported. Invoices issued at the end of each calendar month or on project completion.

4.2 Minimum Retainer Commitment

Retainer agreements are subject to a minimum initial commitment of one calendar month unless otherwise agreed in writing. Early termination within this period does not entitle the Client to a refund of fees paid.

4.3 Invoicing & Payment Terms

- Invoices are issued monthly in advance (retainer) or monthly in arrears (pay-as-you-go).
- Payment is due within 7 days of the invoice date.
- Late payments accrue interest at 8% above the Bank of England base rate under the Late Payment of Commercial Debts (Interest) Act 1998.
- UR Brand Offices reserves the right to suspend services if an invoice remains unpaid after 14 days.

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4.4 Fee Reviews

Fees may be reviewed annually. The Client will receive no less than 30 days' written notice of any change.

5. SUSPENSION OF SERVICES

UR Brand Offices may suspend services immediately where:

- An invoice remains unpaid beyond 14 days of the due date.
- Required information, access, or approvals have not been provided by the Client.
- The Client is in material breach of this agreement.
- Continued delivery would place UR Brand Offices at legal, regulatory, or reputational risk.

Where services are suspended, agreed delivery timelines will be adjusted accordingly. UR Brand Offices will give written notice of suspension where it is safe and practicable to do so.

6. CONFIDENTIALITY

6.1 Mutual Obligations

Both parties will keep all confidential information strictly private. Neither party will share or use confidential information for any purpose outside this agreement without prior written consent.

6.2 What Counts as Confidential

Confidential information includes: client data, service user or patient records, financial information, business strategy, processes, contracts, and any material a reasonable person would treat as confidential.

6.3 Data Protection

UR Brand Offices processes personal data in accordance with the UK GDPR and the Data Protection Act 2018. Where we handle personal data on the Client's behalf, we act as a Data Processor. Clients in the therapy sector: we operate in line with BACP and UKCP confidentiality principles. A full Data Processing Addendum is provided as Schedule C.

- We process personal data only as instructed by the Client.
- We apply appropriate technical and organisational measures to protect that data.
- We will notify the Client without undue delay upon becoming aware of a personal data breach.

6.4 Information Security

UR Brand Offices maintains reasonable administrative, technical, and organisational measures to protect Client information against unauthorised access, disclosure, loss, or misuse.

Clients are responsible for maintaining secure passwords, access permissions, and multi-factor authentication where available on their own systems.

6.5 Duration

Confidentiality obligations remain in force indefinitely, including after this agreement ends.

7. INTELLECTUAL PROPERTY

7.1 Client Ownership

All deliverables created specifically for the Client under this agreement become the Client's property upon receipt of full payment for that work.

7.2 UR Brand Offices Materials

Templates, tools, methodologies, and systems that UR Brand Offices brings to or develops independently of this engagement remain our property. We grant the Client a non-exclusive licence to use those materials for the purposes of this agreement only.

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8. TERM & TERMINATION

8.1 Start Date

This agreement begins on the date it is accepted in accordance with Clause 2 and continues until terminated under this section.

8.2 Notice Period

Either party may end this agreement by giving 30 days' written notice. Notice must be sent by email to the addresses recorded in this agreement.

8.3 Immediate Termination

Either party may terminate immediately in writing if:

- The other party materially breaches this agreement and has not remedied that breach within 14 days of written notice.
- The other party becomes insolvent, enters administration, or is wound up.
- The Client behaves in a manner that is abusive, threatening, or discriminatory towards any member of our team.

8.4 Effect of Termination

- All outstanding invoices become immediately payable.
- Retainer fees already paid for the current month are non-refundable, except where UR Brand Offices terminates without cause.
- Both parties will return or securely destroy each other's confidential information on request.

9. LIABILITY

9.1 Limit of Liability

UR Brand Offices' total liability under this agreement, whether in contract, tort, or otherwise, is limited to the total fees paid by the Client in the one month immediately before the claim arises.

9.2 Exclusions

We are not liable for:

- Any indirect or consequential loss, including loss of profit, revenue, or opportunity.
- Any outcome resulting from incorrect or incomplete information provided by the Client.
- Third-party failures outside our reasonable control, such as platform outages or postal delays.
- Any outcome arising from services provided outside the agreed scope without our written agreement.
- The availability, functionality, security, pricing, or performance of any third-party platform, software, or service used in connection with the services.

9.3 No Exclusion

Nothing in this agreement limits liability for death or personal injury caused by negligence, fraud, or fraudulent misrepresentation.

9.4 Service Levels & Performance Targets

Any service levels, response times, turnaround times, or performance targets referenced in communications, proposals, or onboarding materials are goals only and do not form part of this agreement unless expressly stated in Schedule A.

9.5 Client Delays

UR Brand Offices shall not be responsible for delays arising from the Client's failure to provide information, approvals, access credentials, instructions, feedback, or other materials required for delivery of the services. Any agreed delivery dates may be extended accordingly.

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10. PROFESSIONAL CONDUCT & NON-SOLICITATION

Both parties agree to communicate in a respectful and professional manner and to raise concerns promptly and in good faith.

Non-Solicitation:

The Client will not directly engage, recruit, or contract any employee, contractor, or associate introduced through UR Brand Offices during the term of this agreement or within 12 months following its end.

Financial Remedy:

If this clause is breached, the Client agrees to pay a recruitment fee equal to 25% of the individual's annualised remuneration. This is a genuine pre-estimate of loss and not a penalty.

11. MARKETING & PUBLICITY

Unless the Client requests otherwise in writing before the agreement is signed, the Client grants UR Brand Offices permission to reference the Client's name and logo in marketing materials, proposals, and case studies.

Confidential information will never be disclosed without the Client's express written consent.

12. GENERAL

12.1 Entire Agreement

This agreement, together with Schedules A, B, and C, constitutes the entire agreement between the parties and replaces any prior discussions, proposals, or understandings.

12.2 Amendments

Changes to this agreement must be agreed and confirmed in writing by both parties.

12.3 Governing Law

This agreement is governed by the laws of England and Wales. Any dispute that cannot be resolved by good-faith negotiation will be referred to the courts of England and Wales.

12.4 Force Majeure

Neither party will be in breach of this agreement if unable to perform their obligations due to circumstances beyond their reasonable control. The affected party must notify the other in writing as soon as reasonably possible.

12.5 Severability

If any clause in this agreement is found to be unenforceable, it will be removed or amended to the minimum extent necessary. The remainder of the agreement continues in full force.

13. SIGNATURES

By signing below, both parties confirm they have read, understood, and agreed to this agreement and all attached Schedules.

FOR UR BRAND OFFICES LTD

Signature: _____

Name:

Position / Title:

Date: _____

FOR THE CLIENT

Signature: _____

Name:

Position / Title:

Date: _____

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SCHEDULE A

Services

List the agreed services for this client

Client Name:	
Service Start Date:	
Primary Contact (Client):	
Primary Contact (UR Brand):	

Agreed Services — tick all that apply

- □ Inbox and calendar management
- □ Document preparation and formatting
- □ Data entry and CRM management
- □ Expense tracking and financial administration
- □ Meeting coordination and minutes
- □ Tender and proposal writing support
- □ Grant application support
- □ Funder reporting
- □ Client relationship management
- □ Charity or CIC registration support
- □ Social media management and administration
- □ Governance administration
- □ Process improvement and project coordination
- □ Executive assistant support

Other (please specify):

Additional Notes / Special Instructions:

Schedule A forms part of and is subject to the Virtual Support Services Agreement above.

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SCHEDULE B

Fees & Payment Terms

Client Name:	
Agreement Date:	
Pricing Plan:	□ Monthly Retainer □ Pay-As-You-Go
Monthly Retainer Fee (if applicable):	£
Minimum Initial Term (retainer):	1 month (or as agreed: _____)
Hourly Rate (if applicable):	£ per hour
Allocated Hours per Month (if applicable):	
Overage Rate (if applicable):	£ per additional hour
Invoice Issued:	□ Monthly in advance (retainer) □ Monthly in arrears (PAYG)
Payment Due:	7 days from invoice date

Schedule B forms part of and is subject to the Virtual Support Services Agreement above.

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SCHEDULE C

Data Processing Addendum

This addendum applies where UR Brand Offices processes personal data on behalf of the Client as a Data Processor under the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

C1. Definitions

'Personal Data', 'Data Processor', 'Data Controller', 'Processing', and 'Data Subject' have the meanings given in the UK GDPR.

C2. Roles

The Client is the Data Controller. UR Brand Offices is the Data Processor. UR Brand Offices will process personal data only on the documented instructions of the Client.

C3. What We Process

Categories of Data:	Names, contact details, appointment records, financial records, service user notes, and any other personal data the Client instructs us to handle.
Categories of Subjects:	Clients' own customers, patients, service users, staff, donors, or beneficiaries.
Purpose:	Delivery of the agreed services under Schedule A.
Duration:	For the term of the main agreement and any applicable retention period thereafter.

C4. Our Obligations

- Process personal data only on documented Client instructions.
- Ensure all personnel with access to personal data are bound by confidentiality obligations.
- Implement appropriate technical and organisational security measures.
- Assist the Client in meeting its own UK GDPR obligations, including responding to data subject requests.
- Notify the Client without undue delay upon becoming aware of a personal data breach.
- Delete or return all personal data at the end of the agreement, as instructed by the Client.
- Make available all information reasonably necessary to demonstrate compliance with this addendum.

C5. Sub-Processors

UR Brand Offices may use sub-processors to deliver services (for example, cloud storage or project management tools). We will notify the Client of any sub-processor used and ensure they are bound by equivalent data protection obligations.

C6. International Transfers

Where personal data is processed outside the UK, UR Brand Offices will ensure that appropriate safeguards are in place in line with UK GDPR requirements. Our team operates under equivalent contractual controls.

C7. Therapy & Charity Clients

For clients in the therapy sector, UR Brand Offices operates in line with the confidentiality principles of the BACP and UKCP. For charity and CIC clients, we acknowledge the additional safeguarding and regulatory sensitivities involved and take appropriate care in handling beneficiary or service user data.

Schedule C forms part of and is subject to the Virtual Support Services Agreement above.

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Client Signature (Schedule C):

Signature:

Name:

Position / Title:

Date:

UR Brand Offices (Schedule C):

Signature:

Name:

Date:

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