

Terms & Conditions

The terms on which we provide our services

ETC Virtual is Emma Crookes, 8 Harehill Crescent, Wingerworth, Chesterfield, Derbyshire S42 6SS. ICO registration ZA249258

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General terms

In these terms and conditions “us”, “we” or “our” shall mean Emma Crookes, trading as ETC Virtual of 8 Harehill Crescent, Wingerworth, Chesterfield, Derbyshire S42 6SS, and “you” shall mean the person or entity named as the client in the contract.

This agreement does not require a signature; the client’s use of our services signifies their acceptance and agreement to the terms and conditions within. You should print or otherwise save a copy of these terms and conditions for your records. The Contract will commence on the date of the first work undertaken and will continue until the sooner of the services being provided and the Contract is terminated pursuant to the paragraph entitled “Termination” below.

We reserve the right to vary these terms and conditions at any time upon a seven-day notice to you.

We reserve the right to reject any work which we believe to be unlawful or immoral.

We do not accept liability or responsibility for the end use of any documents or materials produced or edited on behalf of the client.

If we are prevented from or delayed in performing our obligations by your act or omission (or your agents, subcontractors, consultants or employees) or by any circumstance outside of our control, we shall not be liable for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.

We shall not be liable for any loss, damage or theft of any data, materials, projects, equipment or any items relating to the services.

You agree that we may communicate with you by email sent without encryption over the internet. We shall not be responsible for any loss or damage arising from unauthorised interception, redirection, copying or reading of emails, including any attachments, nor shall we be responsible for the effect on any computer system (or any loss or damage arising from any such effect) of any emails, attachments or viruses which may be transmitted by this means.

Provision of services

We shall provide you with the services as set out in the Contract or as agreed in subsequent email correspondence between us.

Our standard office hours are 9am – 5pm Monday to Friday (excluding bank holidays).

Initial thirty-minute consultations and quotations will be free of charge and will be carried out by email,

telephone, Zoom, or Skype.

All time spent working on the services, including without limitation research, administration and communication (whether by telephone, email, Skype, face to face, WhatsApp, or otherwise) will be chargeable at the applicable hourly rate.

All urgent services required, outside of normal business working hours, will be charged at £45.00 per hour.

Payment terms

In consideration of us providing the services to you, you shall pay to us the charges set out in the Contract or as agreed in subsequent email correspondence between us.

We shall submit an invoice to you for the charges for the services and you shall pay each invoice, in full and in cleared funds, within seven days of the date of invoice to the bank account specified on the invoice.

If the services are being provided on an urgent basis, outside normal business working hours, an invoice will be submitted to you and you shall pay each invoice, in full and in cleared funds, before services commence.

Ad-hoc hourly services will be invoiced on completion of works and payment will be due seven days from the date of invoice.

If you fail to pay the invoice on the due date, we may charge interest on the sum from the due date for payment at 8% above the Bank of England base rate.

If you fail to pay an invoice we reserve the right to halt all services until the invoice is paid in full.

Any additional costs incurred such as postage, bulk printing, stationery, all telephone calls and travel (including 45p per mile plus parking fees) will be billed at cost.

All time working on services will be logged and billed in fifteen-minute increments with a minimum booking of one hour.

Payments will be accepted by bank transfer or cheque.

Any fees incurred by returned cheques will be passed on to you, the client.

Termination

In the event of services being cancelled or terminated, you agree to pay for all works completed up to that point in time.

We will not be obliged to retain documents and information or any other materials provided by you to us after termination of the Contract and we accept no liability or responsibility for any loss or damage caused by our failure to retain files and/or documents after such termination and are authorised by you to destroy the files and/or documents.

Data protection and privacy

Refer to our full Privacy Policy on our website. We are registered with the Information Commissioner's Office on the public register of data controllers under registration reference ZA249258. A copy of our registration certificate can be provided on request.

Information we collect

We record your name, business name, address, and contact information to enable works to be undertaken. We also store any passwords, provided by you, using a password protected document.

How we use your data

We use your data to enable communications and works to be undertaken and then subsequently invoiced.

How we share your data

We do not sell or share your data with anyone, to any company, or any organisation, at any time, unless prior written consent has been gained from you.

Storage and processing

Your data is stored on our accountancy system WaveApps, Outlook and other software packages required to undertake works on your behalf. All software is password protected and passwords are logged in a password-protected document. We protect personal information by using reasonable security safeguards against loss or theft, as well as unauthorised access, disclosure, copying, use or modification. All paper files are kept in a locked filing cabinet.

Access, correction, deletion

If you wish to view your data, modify your data or have your data destroyed please email emma@etcvirtual.co.uk with your instructions.

Data retention

We only retain the personal data collected from a user for as long as the user's account is active or otherwise for a limited period of time as long as we require it to fulfil the purposes for which we originally collected it unless otherwise required by law.

Insurance

We have Professional Indemnity insurance with Markel International Insurance Company Limited. Evidence of our insurance can be provided on request.

Disclaimer and applicable law

We will not be held responsible for any loss, damage or theft of documents, equipment or any items relating to tasks during transit to and from our premises.

The client will remain responsible for checking work which we return and raising any queries forthwith thereafter within 7 days. Queries raised within this time will be amended for free.

We will not be liable for any losses you might sustain arising directly or indirectly from our completing work save in so far as the same arises directly from our negligence.

This contract shall be governed by the Law of England & Wales.