



KEELEY SMITH
VIRTUAL BUSINESS SUPPORT

Terms and Conditions

1. INTRODUCTION

- 1.1 Your use of any services or resource provided by us, including our website, www.keeleysmithva.com or any replacement or substitute notified to the Client (referred to in these Terms as "the Website") denote your complete agreement with and acceptance of these terms and conditions. We do not require a signed agreement.
- 1.2 Keeley Smith | Virtual Business Support is a service for businesses and professionals to receive business support, delegate administration and receive other ancillary support services.
- 1.3 Please read these terms and conditions (the "Terms") and Keeley Smith | Virtual Business Support's Privacy Statements carefully before you agree to register to receive services from Keeley Smith Virtual Services Limited registered in England and Wales (registered number 15286527 and registered address: Enterprise House, 7 Coventry Road, Coleshill, Warwickshire, England, B46 3BB) (referred to in the Terms as "Keeley Smith | Virtual Business Support"). You are referred to as the "Client" in these Terms.
- 1.4 These Terms are applicable from the date on which you register as a client of Keeley Smith | Virtual Business Support and continue to be applicable until the agreement constituted by these Terms is terminated in accordance with clause 10.
- 1.5 By clicking to accept or agree to the Terms when this option is made available to you, you accept and agree to be bound and abide by the Terms and our Privacy Policy. If you do not want to agree to the Terms, you must not register as a client.
- 1.6 The definitions and rules of interpretation that apply in these Terms are set out in The Schedule.
- 1.7 If you have any comments or questions in relation to the Services or the Website, the Client should contact Keeley Smith | Virtual Business Support at info@keeleysmithva.com.

2. CLIENT INSTRUCTIONS

- 2.1 The Client shall specify tasks it wishes Keeley Smith | Virtual Business Support to undertake on its behalf in its Client Instructions, which shall include: (i) a description of what tasks need to be done, (ii) dates by which it is requested to be completed, (iii) any relevant Client Materials (if any) and (iv) any time budget (where appropriate to do so). Keeley Smith | Virtual Business Support shall confirm to the Client whether or not it accepts the Client Instructions or if any changes are required in order for it to be accepted by Keeley Smith | Virtual Business Support. Once accepted by Keeley Smith | Virtual Business Support, any changes from the Client to the Client Instructions need to be agreed by the parties in writing.
- 2.2 Keeley Smith | Virtual Business Support will endeavour to complete any tasks within any time budget stated within the Client Instructions. If it is unable to do so, it will notify the

Client of the additional time likely required and the Client shall then have the choice of purchasing additional time or abandoning the task (in which case Keeley Smith | Virtual Business Support shall be under no obligation to continue work on it).

3. **KEELEY SMITH | VIRTUAL BUSINESS SUPPORT'S OBLIGATIONS**

3.1 Keeley Smith | Virtual Business Support shall use reasonable endeavours to provide the Services to the Client with reasonable skill and care in accordance with the Client Instructions in all material respects.

3.2 Keeley Smith | Virtual Business Support shall use reasonable endeavours to meet any deadlines specified in the Client Instructions but any such dates shall be estimates only and time for performance by Keeley Smith | Virtual Business Support shall not be of the essence of these Terms.

3.3 Whilst Keeley Smith | Virtual Business Support will follow the Client Instructions, the Client acknowledges that it shall have no control over the manner in which or the location at which, the Services shall be provided nor the choice of tools, software and equipment by which the Services will be provided.

3.4 Keeley Smith | Virtual Business Support shall record the amount of time spent performing the Services and any time paid for but not used will be lost.

3.5 Keeley Smith | Virtual Business Support will use all reasonable endeavours to ensure that the Website is free from viruses, trojans or other malware but makes no warranty that the Website will be uninterrupted in its availability, secure or error-free.

3.6 The Client acknowledges that:

a) the range of Services provided are neither unlimited nor fixed and that Keeley Smith | Virtual Business Support may without liability (i) refuse to accept or complete any Client Instructions and (ii) increase or reduce the scope of the Services at any time;

b) the Services provided by Keeley Smith | Virtual Business Support (including any advice or information provided in connection with the Services) does not constitute legal or tax advice and Keeley Smith | Virtual Business Support recommends that independent legal and/or tax advice is sought by the Client on any relevant Client Instructions where necessary; and

c) Keeley Smith | Virtual Business Support undertakes a wide range of Client Instructions for a range of clients and Keeley Smith | Virtual Business Support will inevitably have a subjective assessment of the best way to carry out the Client Instruction. Keeley Smith | Virtual Business Support makes no warranty that the Services will meet the Client's requirements and/or expectations or that the Services performed will be 100% error-free and/or comprehensive.

3.7 No advice or information, whether oral or written, obtained by the Client from Keeley Smith | Virtual Business Support shall operate to create any warranty not expressly stated in these Terms.

3.8 To the maximum extent permitted by law, Keeley Smith | Virtual Business Support disclaims any and all implied warranties in respect of the Services, except as expressly set out in these Terms.

4. **CLIENT'S OBLIGATIONS**

4.1 The Client shall at all times:

a) co-operate with Keeley Smith | Virtual Business Support in all matters relating to the Services;

- b) obtain and maintain all necessary licences and consents and comply with all
- c) relevant legislation in relation to the receipt by it of the Services;
- d) ensure that it has the right to submit Client Instructions, including any Intellectual Property Rights contained in it;
- e) not submit Client Instructions that it did not create or that it does not have permission to post;
- f) not submit Client Instructions that require the installation of any software beyond the standard Microsoft Office package;
- g) refrain from submitting Client Instructions that, if completed, are likely to involve the infringement of any person's Intellectual Property Rights or which might be offensive, illegal, defamatory or which might violate the rights, harm, or threaten the safety of any person; and
- h) refrain from submitting Client Instructions that, if completed, are likely to involve the processing of personal data involving individual children, individuals' criminal records, or any of the following: personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

- 4.2 If Keeley Smith | Virtual Business Support's performance of its obligations under these Terms is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, Keeley Smith | Virtual Business Support shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.
- 4.3 The Client shall be liable to pay to Keeley Smith | Virtual Business Support, on demand, all reasonable costs, charges or losses sustained or incurred by Keeley Smith | Virtual Business Support (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person, and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under these Terms, subject to Keeley Smith | Virtual Business Support confirming such costs, charges and losses to the Client in writing.
- 4.4 The Client warrants that it has the right to disclose the Confidential Information and the Client Material to Keeley Smith | Virtual Business Support and to authorise Keeley Smith | Virtual Business Support to use it for the purpose of providing the Services.
- 4.5 When the Client registers with the Website, the Client may be asked to choose login details for its account (if any). The Client acknowledges and agrees that it is entirely responsible for safeguarding and maintaining the confidentiality of any username and password used to access its account (if any). The Client authorises Keeley Smith | Virtual Business Support to assume that any person using the Website with the Client's username and password (if any) is the Client or is authorised to act for the Client. The Client agrees to notify Keeley Smith | Virtual Business Support immediately if it suspects or becomes aware of any unauthorised use of its account (if any), or any unauthorised access to or misuse of its login details (if any).
- 4.6 The Client agrees not to reproduce, duplicate, copy or re-sell the Services, the Website or any part of them.

- 4.7 The Client acknowledges that it is not entitled to direct or control the performance of Services by Keeley Smith | Virtual Business Support or impose any specific time of day or location in which the Client Instructions are to be fulfilled.
- 4.8 If the Client is not satisfied with the Services, contact should in the first instance be made to info@keeleysmithva.com. If the Client can demonstrate that a particular requirement of the Client Instructions accepted by Keeley Smith | Virtual Business Support has not been met Keeley Smith | Virtual Business Support shall either at its absolute discretion arrange for the task to be completed satisfactorily or arrange for a credit of the time charged in respect of such unmet requirement. Any refunds are at the sole discretion of Keeley Smith | Virtual Business Support.
5. **FEES AND PAYMENT**
- 5.1 The Client shall be solely responsible for the payment of the Fees. All Fees shall be exclusive of VAT and no VAT is payable.
- 5.2 The Client shall pay the Fees to Keeley Smith | Virtual Business Support in advance of any Services being provided by bank transfer or other agreed payment method. The Monthly Support Package Fee shall be payable on the Payment Day of each month.
- 5.3 The parties agree that Keeley Smith | Virtual Business Support may review and increase its Fees. Keeley Smith | Virtual Business Support shall give the Client written notice of any such increase in advance of the proposed date of that increase. If such increase is not acceptable to the Client, it may, within 10 days of the date of such notice, terminate the agreement constituted by these Terms by giving written notice to Keeley Smith | Virtual Business Support. Such termination shall take effect on the next Payment Day.
- 5.4 In the event that payment is not received for any reason (other than default or negligence of Keeley Smith | Virtual Business Support) in advance of the relevant Services being provided then, without prejudice to any other right or remedy that Keeley Smith | Virtual Business Support may have:
- a) the Client shall pay interest on the overdue amount at the rate of 4% per annum above HSBC Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount; and
 - b) Keeley Smith | Virtual Business Support may suspend all Services until payment has been made in full.
- 5.5 All sums payable to Keeley Smith | Virtual Business Support under these Terms shall become due immediately on its termination, despite any other provision. This clause 5.5 is without prejudice to any right to claim for interest under the law or any such right under these Terms.
- 5.6 All amounts due under these Terms shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 5.7 In the event that following reasonable efforts on Keeley Smith | Virtual Business Support's part to recover any sums owed to it under these Terms by the Client, Keeley Smith | Virtual Business Support may refer the matter to an accredited collections agency. Keeley Smith | Virtual Business Support shall be entitled to charge to Client any sums charged by such collection agency in respect of recovery of the outstanding sums.

6. **INTELLECTUAL PROPERTY RIGHTS**

- 6.1 As between the Client and Keeley Smith | Virtual Business Support, all Intellectual Property Rights and all other rights in the Work shall be owned by Keeley Smith | Virtual Business Support. Subject to clause 6.3, Keeley Smith | Virtual Business Support licenses all such rights to the Client free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Client to make use of the Work and the Services for its own internal business uses (including for the purposes of providing its goods and/or services to third parties). In no circumstances shall the Client be entitled to resell the Work to any third party without the prior written consent of Keeley Smith | Virtual Business Support.
- 6.2 For the avoidance of doubt, any Confidential Information of the Client and any Client Material shall remain in the ownership of the Client.
- 6.3 Where Keeley Smith | Virtual Business Support does not own any or all of any pre-existing materials comprised in any Work:
- a) Keeley Smith | Virtual Business Support agrees to notify the Client of that fact; and
 - b) the Client acknowledges that, the Client's use of such rights in pre-existing materials is conditional on the Client obtaining a written licence (or sublicense) from the relevant licensor or licensors on such terms as will entitle the Client to use the Work.

7. **CONFIDENTIALITY AND KEELEY SMITH | VIRTUAL BUSINESS SUPPORT'S PROPERTY**

- 7.1 Keeley Smith | Virtual Business Support shall keep the Confidential Information disclosed to it confidential and, except for the purposes of providing the Services or with the prior written consent of the Client, shall not:
- a) use or exploit the Confidential Information in any way;
 - b) disclose or make available such Confidential Information in whole or in part to any third party; or
 - c) copy, or otherwise record the Confidential Information.
- 7.2 The obligation in clause 7.1 shall not apply to any information which:
- a) is, or becomes, generally available to the public (other than as a result of disclosure by Keeley Smith | Virtual Business Support in breach of these Terms);
 - b) was available to Keeley Smith | Virtual Business Support on a non-confidential basis before disclosure by the Client or from a person who to Keeley Smith | Virtual Business Support's knowledge, is not bound by a confidentiality agreement with the Client, or otherwise prohibited from disclosing the information to the Client;
 - c) was lawfully in the possession of Keeley Smith | Virtual Business Support before the information was disclosed to it by the Client;
 - d) the parties agree in writing is not confidential or may be disclosed;
 - e) is developed by or for Keeley Smith | Virtual Business Support, independently of the information disclosed by the Client; or
 - f) is trivial, obvious or useless.
- 7.3 Keeley Smith | Virtual Business Support may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or

other regulatory authority (including any securities exchange) or by a court or other authority of competent jurisdiction. However, to the extent it is legally allowed to do so, it must give the Client as much notice of that disclosure as possible.

7.4 At the reasonable request of the Client, Keeley Smith | Virtual Business Support shall destroy or return the Confidential Information to the Client and any materials (whether in written or other recorded form) containing, or making use of the Confidential Information.

8. LIMITATION OF LIABILITY - THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

8.1 Nothing in these Terms limits or excludes Keeley Smith | Virtual Business Support's liability for:

- a) death or personal injury caused by its negligence;
- b) its fraud or fraudulent misrepresentation; or
- c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

8.2 Subject to clause 8.1, Keeley Smith | Virtual Business Support shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these Terms for: a) loss of profits;

- a) loss of sales or business;
- b) loss of agreements or contracts;
- c) loss of anticipated savings;
- d) loss of or damage to goodwill;
- e) loss of use or corruption of software, data or information; and/or
- f) any indirect or consequential loss.

8.3 Subject to clauses 8.1 and 8.2, Keeley Smith | Virtual Business Support's total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these Terms shall be limited to:

- a) £200 per claim or series of connected claims; and
- b) in respect of all claims (connected or unconnected) in any consecutive 12 (twelve) month period, the equivalent of two times the total Fees paid by the Client in that period.

8.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Terms.

9. DATA PROTECTION AND PRIVACY

9.1 The Client acknowledges that Keeley Smith | Virtual Business Support must process Client Personal Data in order to properly fulfil its obligations under these Terms and as otherwise required by law. Keeley Smith | Virtual Business Support shall do so in accordance with Data Protection Laws and its privacy statements copies of which can be found on the Website.

9.2 The Client shall at all times comply with all Data Protection Laws in connection with the processing of Client Personal Data. The Client shall ensure all instructions given by it to Keeley Smith | Virtual Business Support in respect of Client Personal Data shall at all times be in accordance with Data Protection Laws. The Client shall indemnify and keep indemnified Keeley Smith | Virtual Business Support against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid

to Data Subjects, demands and legal and other professional costs arising out of or in connection with any breach by the Client of its obligations under this clause.

9.3 If Keeley Smith | Virtual Business Support believes that any instruction received by it from the Client is likely to infringe the Data Protection Laws, Keeley Smith | Virtual Business Support shall promptly inform the Client and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.

9.4 The Client shall ensure that Data subjects are provided with appropriate information regarding the processing of their Client Personal Data, including by means of offering a transparent and easily accessible public privacy notice.

10. **TERMINATION**

10.1 Without affecting any other right or remedy available to it, either party may terminate the agreement with immediate effect by giving written notice to the other party if:

- a) the other party fails to pay any amount due under these Terms on the due date for payment and remains in default not less than 10 days after being notified to make such payment;
- b) the other party commits a material breach of any term of these Terms which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- c) the other is affected by an event or process of insolvency, or ceases to conduct business; or
- d) the other party repeatedly breaches any of the terms of these Terms in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these Terms.

10.2 Either party may terminate the agreement constituted by these Terms at any time by notice of not less than one full Monthly Support Package Fee period.

11. **CONSEQUENCES OF TERMINATION**

11.1 On termination of these Terms:

- a) the Client shall immediately pay to Keeley Smith | Virtual Business Support all of Keeley Smith | Virtual Business Support's outstanding unpaid invoices and interest. In respect of the Services supplied but for which no invoice has been submitted, Keeley Smith | Virtual Business Support may submit an invoice, which shall be payable immediately on receipt;
- b) the Client may, from one month from the date of such termination, cease to have access to any information in respect of any particular Client Instructions; and
- c) the following clauses shall continue in force: clauses 6, 7, 8,9, 11 and 13.8.

11.2 Termination or expiry of these Terms shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

12. **FORCE MAJEURE**

12.1 Force Majeure Event means any circumstance not within a party's reasonable control including:

- a) acts of God, flood, drought, earthquake or other natural disaster;

- b) epidemic or pandemic;
- c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d) nuclear, chemical or biological contamination or sonic boom;
- e) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition or failing to grant a necessary licence or consent;
- f) collapse of buildings, fire, explosion or accident;
- g) any labour or trade dispute, strikes, industrial action or lockouts;
- h) non-performance by suppliers and subcontractors; and
- i) interruption or failure of utility service.

12.2 Provided it has complied with clause 12.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under these Terms by a Force Majeure Event (“Affected Party”), the Affected Party shall not be in breach of these Terms or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

12.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

12.4 The Affected Party shall: (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

12.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the party not affected by the Force Majeure Event may terminate these Terms by giving 1 week's written notice to the Affected Party.

13. GENERAL

13.1 No variation of these Terms shall be effective unless it is in writing and signed by the parties (or their authorised representatives) save that Keeley Smith | Virtual Business Support may revise these Terms from time to time and will notify the Client of any change in advance. Keeley Smith | Virtual Business Support will only revise the Terms applicable to the thencurrent Monthly Support Package Fee billing period to the extent that they are necessary to reflect the changes in relevant laws and regulatory requirements. All other revisions will apply from the following Monthly Support Package Fee billing period.

13.2 No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.3 If any provision or part-provision of these Terms 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 these Terms.

- 13.4 No person who is not a party to this agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 13.5 The agreement constituted under these Terms 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 agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms. Nothing in this clause shall limit or exclude any liability for fraud.
- 13.6 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 13.7 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 13.8 Keeley Smith | Virtual Business Support is based in the UK. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).

The Schedule

The following definitions apply in these Terms:

Client Instructions: a request for Services submitted by Client setting out the Client's requirements, including any applicable desired timescales for completion.

Client Material: all documents, information and materials provided by the Client relating to the Services as specified in the Client Instructions.

Client Personal Data: all personal data (as defined in Data Protection Laws) comprised in Client Material.

Confidential Information: information that the Client provides to Keeley Smith | Virtual Business Support in a Client Instructions, that the Client reasonably expects to be kept secret. This includes confidential details of the Client's business, and any payment card information provided by the Client.

Data Protection Laws: means as applicable and binding on the Client, or Keeley Smith | Virtual Business Support and/or the Client Instructions (i) in the United Kingdom, the General Data Protection Regulation (EU) 2016/679 ('GDPR') and/or any corresponding or equivalent national laws or regulations; (ii) in member states of the European Union: the GDPR, and all relevant member state laws or regulations giving effect to or corresponding with any of them; and (iii) any applicable laws replacing, amending, extending, re-enacting or consolidating any of the above Data Protection Laws from time to time.

Data Subject: as defined in the GDPR.

Fees: means (i) the Monthly Support Package Fee; and (ii) any additional time-based fees calculated in accordance with Keeley Smith | Virtual Business Support's hourly rates and agreed with the Client.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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.

Monthly Support Package Fee: the Monthly Support Package Fee in respect of the Services, as agreed to by Client and representing an agreed allocation of time to be spent each month in providing the Services.

Payment Day: the day of the month on which the Client registers with Keeley Smith | Virtual Business Support and pays the first Monthly Support Package Fee, and the same day in each subsequent month.

Services: the services to be provided by Keeley Smith | Virtual Business Support under these Terms as set out in the Client Instructions, together with any other services which Keeley Smith | Virtual Business Support provides or agrees to provide to the Client.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

Work: all documents, products and materials developed by Keeley Smith | Virtual Business Support in relation to the Client Instructions in any form including data, reports and specifications and including drafts.

1. A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made from time to time under that legislation or legislative provision.

2. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
3. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
4. A reference to writing shall include email and any other means of written communication agreed between Client and Keeley Smith | Virtual Business Support.
5. The headings used in these Terms are for convenience only and shall not affect the interpretation of these Terms.
6. Words signifying the singular number shall include the plural and vice versa.
7. References to any gender shall include the other gender.
8. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.