

### 1. OUR AGREEMENT

- a. These Terms of Business supplement the agreement set out in an Event Confirmation or Retainer Confirmation. They do not give rise to any right for either of us to automatically require any further projects. They would be the subject of separate proposals should the need arise.
- b. We will start work when you accept our Confirmation. You can accept by letting us know that you accept, or by asking us to start work. No-one can process Personal Data for you until you have given written data processing instructions.
- c. The Services to be provided are set out in the Event Confirmation or Retainer Confirmation. They can be amended by exchange of emails or by issuing a revised Confirmation or costing.

### 2. WHAT DO WE NEED FROM YOU

In order for us to achieve the best results for you, we need your active co-operation. Specifically, you should:

- give us a clear event brief
  - confirm an accurate budget for all elements of the event
  - enable a timely meeting to define the brief and answer our questions
  - promptly provide the resources you are responsible for;
  - provide Participant details and numbers ; according to the timescales and deadlines we have communicated to you
  - notify us at least 2 Working Days before the cancellation deadline for any relevant element in the Event Confirmation of proposed changes to event details, including Participant numbers;
  - review risk assessments with us and remove activities from the Event which either of us reasonably consider to be too high risk for Participants.
  - provide us with log-ins and access to all relevant systems and platforms for communication, registration and any other related activities
- b. We will normally provide all equipment needed to perform the Services. We will set out in the Event Confirmation any items are chargeable to you.
  - c. **Insurance:**
    - We set out the amount we are insured for and in which countries in the Event Confirmation form. If you wish us to take out insurance or additional insurance, we will provide a quote for you to pay the extra cost.

### 3. BUSINESS ARRANGEMENTS

- a. Our Services are provided on a 'business-to-business' basis.
  - The way we work is part of our trade know-how and shall not be under your direction or control.
  - We shall continue to market our services and work for other clients and maintain an independent business of our own.
- b. **Authority:** The person(s) named in the Event Confirmation will be our main contact(s) and has the authority to agree payments and to agree changes to an Event Confirmation. We will not order any goods or services on your behalf unless it is authorised by a listed person.

### 4. BUSINESS CONTINUITY AND RESILIENCE

- a. **Holiday, sickness and emergency cover:** We may nominate one or more substitutes for holiday and sickness cover. These will be given the necessary access when they are about to be used.
- b. **Expertise and focus:** From time to time we may use experts to supplement our own expertise where such expertise is needed and not provided via a 3rd party contracted directly with you.
- c. **Availability and deadlines:** We may delegate elements of your work, or entire projects to suitably qualified members of our team to provide appropriate depth of resources to meet your business deadlines.

### 5. TIMING AND STANDARD OF PROVISION OF SERVICES

- a. We will use our reasonable endeavours to deliver Services according to the timetable described in the Event Confirmation and in subsequent emails or Project Plans.
- b. **Timetables:** Our ability to meet timetables depends on your giving us access in good time to all the information or resources we need from you. If you are late with information or resources will result in delay to work timetables, and may cause restrictions to the Work completed.
- c. **Safety concerns:** We may remove or halt an element of the Event if we reasonably consider that the conduct of any Participant may endanger the safety of any Participant or third party.
- d. **Availability:** Our normal working hours are displayed on our web site, and/or set out in the Event Confirmation. Availability outside these hours cannot be guaranteed without agreement in advance, and work outside those availability hours will be subject to additional work surcharges. We are not available over the weekend or on UK Bank and Public Holidays unless expressly agreed.

### 6. FEES, PAYMENTS AND EXPENSES

- a. Fees and expenses are charged in accordance with the Event Confirmation. Out-of-pocket expenses mobile phone usage beyond contract rate, will be charged as an additional charge. Travel and subsistence (eg. for site inspections) are estimated separately. Travel will be at 2<sup>nd</sup> class rate unless otherwise quoted. Mileage will be at 45ppm unless otherwise quoted. Cost of obtaining any necessary visas and vaccinations will be charged. We also charge for couriers, stationery, and bank charges. Where applicable VAT will be charged at the appropriate rate.
- b. Normal hours of work and availability are set out in the Event Confirmation form. For work outside these hours, an additional rate may be applied as set out in the Event Confirmation form or 150% of the hourly rate fee for time-based bookings (or the equivalent).
- c. Working hours must allow for reasonable rest and breaks. We may quote for additional team members if necessary and available where projects have run late due to delays or that have deadlines that demand this
- d. Where we have quoted on the basis of a day rate, that day is 7.5 hours. Work beyond those hours will be charged at the appropriate pro rata rate
- e. Where the Event Confirmation is for a fixed fee, additional work or people outside the scope of the original Booking will be charged at our normal hourly rate (subject to Clauses 6.b to 6.c above) unless stated otherwise in the Event Confirmation.
- f. Deposits for events are due in accordance with the Confirmation. The non-payment of a deposit may delay starting the work even if you have accepted the terms and asked us to start. Payment means when cleared funds appear in our bank account. Deposits and staged payments are non refundable.
- g. Payment is due as set out on the Event Confirmation or Retainer Confirmation if not otherwise specified within 30 calendar days from the date on the invoice. If you do not pay by the due date, we may reschedule further work where possible until payment is made. If late payment means running past the cut point for confirming resources you may lose access to those resources and we may have to cancel the event if this prejudices the ability to put it on.
- h. We reserve the right to charge interest on overdue amounts at the rate set out in the Event Confirmation, or where the Event Confirmation does not specify at the rate of 2.22% per month (equivalent to unauthorised overdraft rate from the bank). Subsequent payments will be applied to interest and finance charges first, and then applied to fees/costs outstanding.
- i. Any time and expenses incurred in responding to your requests to audit data or complying with an external legal body's legal requirements to disclose information or submit to audit or handing over, returning data or responding to post event enquiries, may result in charges at our normal hourly rate (or the equivalent) for the work incurred.
- j. We have quoted our fees on the basis of a business to business arrangement where we are entitled to be paid our fees without deductions.

- If you make any tax withholding or deduction of PAYE and/or NI from the face value of our invoices; and/or
- If by your action or inaction you bring our Booking within scope of IR35 or any other tax obligation that results in the need for you to make deductions at source; and/or
- If you insist that we work under an umbrella company (so requiring us to bear the burden of charges and fees),

then the invoice amount(s) will automatically be adjusted upwards to ensure we receive payment of the face value of the original invoice(s) and/or fees as quoted on the Event Confirmation. We may also charge you for umbrella company and other associated costs, including and not restricted to National Insurance.

Confirmations will be upwardly adjusted from that point onwards so that the nett receipts against the invoice match the value in the original Confirmation and/or quotation for the work.

- k. We shall deduct and pay over to HMRC any tax and national insurance that may be required under any tax obligation imposed on us. If you are involved in a dispute with HMRC over who should be paying such tax, we will produce the relevant receipts and other existing paperwork to help you reduce or resist the demand.

## 7. CANCELLATION TERMS

- a. Should the programme or parts of the programme be cancelled at any stage and for any reason, all work done to date, any expenses already incurred and any other staffing or supplier cancellation charges (as notified by us to you at the time of Event Confirmation or in subsequent emails) are to be reimbursed.
- b. Additional cancellation charges will be applied as set out in the Event Confirmation, based on a percentage of the remaining fee increasing on a sliding scale as the Event date gets closer.

## 8. RIGHTS TO USE / COPYRIGHT

- a. The Rights in work done under any Booking shall be ours. Upon payment of our fees and charges we will assign to you the Rights in Materials uniquely created under the Event Booking. We agree to sign any further documents needed to complete the transfer of those Rights to you. This will not include the Rights to any templates or structures or methodologies that we used to create Materials.
- b. Information and documents which we provide to you remain our absolute property unless and until assigned to you.
- c. You promise not to breach any third-party copyright, trade/service mark or privacy rights in sending us material to work on. You promise not to use any confidential or restricted information that belongs to someone else in sending us work.

## 9. POLICIES AND PROCEDURES

- a. **Resolving problems:** If there is anything about your project that is not going as you want, or if you have any query or complaint, speak to us straight away.

## 10. CONFIDENTIAL INFORMATION

- a. **Your information and our confidentiality:** You may need to share Confidential Information with us. It may be business information or information about individuals (which is also covered in Clause 11 below). We will only use Confidential Information that you send us to perform the Services set out in the Event Confirmation or if we are required to disclose it by law. We may keep some Confidential Information to keep a record of what we did for you. We will keep personal data in line with our data retention policy (a copy of which can be found with our data privacy policy).
- b. **Documents and information** We are not liable for data that is not securely transmitted to us
- c. **Log-ins:** Where you wish us to access systems that contain information that identifies living individuals, you should provide us with a unique log in to your existing software platforms and systems.

## 11. DATA PRIVACY

- a. When you want us to access or use Personal Data about someone other than you (3rd party data), you must have completed and returned the appropriate Data Processing Agreement While processing personal data in the provision of Services, we will be acting as 'data processor' for you, and you are the 'data controller'.

- b. We will process 3rd Party Data on your behalf only in response to your written instructions except where we are required by law to do so.
- c. We are subject to a duty of confidence (see Clause 10.a, and Clause **Error! Reference source not found.** (in relation to our team)).
- d. We will take appropriate measures to ensure the security of our Processing of your 3rd Party Data.
- e. We will assist you in allowing 3rd parties to exercise any of their Data Privacy rights (including subject access). This will result in additional time-related charges (see Clause 6 above).
- f. We will apply the security measures you set out in the Data Processing Form for protecting and securing your data.
- g. We will email you if we become aware of a Personal Data Breach. We will assist you in your investigations in establishing how this occurred. We will assist you, as you may reasonably require, in meeting your Data Privacy obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments. This will result in additional time-related charges (see Clause 6 above).
- h. On written request by you, we will delete or return all 3rd Party Data supplied by you or assembled by us in the course of delivering Services to you. This will result in additional time-related charges (see Clause 6 above).
- i. Unless the Data Processing Form specifies otherwise, we will delete all 3rd party data supplied by you from systems within our control within six weeks of the end of the Event Booking without returning copies to you; we will not remove data from systems you have given us access or log-ins to, since those systems will remain under your control and we would expect you to be removing our access to them after the end of an Event Booking.
- j. If you wish us to store 3rd Party Data beyond the termination of the Event Booking and the six-week run on, you must specify this in the Data Processing Form. This will result in additional time-related charges (see Clause 6 above).
- k. You may audit and inspect how we handle your 3rd party data. We will provide you with whatever information you need to ensure that the relevant Data Privacy obligations are being met; this will result in additional time-related charges (see Clause 6 above).
- l. We will tell you immediately if we believe we are asked to do something infringing Data Privacy law. We are not legal experts and it is up to you to take appropriate legal advice on how to comply with Data Privacy rules and regulations.
- m. If you have instructed us to do something we believe is not within the law, we reserve the right to take advice from the Information Commissioner's help line and to act in accordance with their indications or advice.
- n. If you direct us to perform work that is counter to ICO indications or advice, we may seek a deposit from you against the likelihood of fines or other action being taken against us. We may specify such sum as we think is appropriate.
- o. It is always your responsibility to specify suitably secure platforms and processes and to share data with us in a secure way.

## 12. RESTRICTION AND LIMITATION

- a. If you want one of our team to work directly for you, we would consider releasing them from their contractual obligations for a suitable fee
- b. We will not be liable for failure to provide services where it is not reasonably practicable to do so due to circumstances beyond our control.
- c. **Indemnity:** You will indemnify us against any fines, costs, expenses, losses or other harm that comes to us from following any unlawful instruction or instruction to act in an unlawful way that was given by you.
- d. **Limitation of liability:** Our fee rates are determined on the basis of the limits of liability set out in the next four paragraphs. You may request that we agree to a higher limit of liability (provided insurance cover can be obtained therefor) in which case an additional charge may be made.

- e. There shall be no personal liability of any of our principals, directors, partners, employees, agents or sub-contractors arising in any way out of the performance or non-performance of services or relating to the supply of products.
- f. We shall have no liability for any indirect or consequential losses or expenses suffered by you, however caused, including but not limited to loss of anticipated profits, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims.
- g. Our aggregate financial liability to you shall not exceed the pro rata fees paid for the action(s) which gave rise to such liability.
- h. Nothing in these Terms shall be interpreted as excluding or restricting any legal liability on us or others where liability cannot legally be excluded or restricted.

### 13. TERMINATION

- a. Bookings end on the completion date specified in the Event Confirmation or on completion of the work whichever is earlier. Retainers are can be terminated by either party giving three months notice in writing. Either party may terminate this agreement ummarily at any time by giving notice in writing to the other oparty if:
  - the other party commits a material breach of agreement and such breach is not remediable;
  - the other party commits a material breach of agreement which is not remedied within 14 days of receiving written notice of such breach and requiring its remedy from the injured party;
  - any consent, licence or authorisation held by the other party is revoked or modified such that the other party is no longer able to comply with its obligations under the Event Confirmation or receive any benefit to which it is entitled; or
  - the other party is subject to any procedure or takes any action relating to their potential insolvency or winding up or being placed into administration or entering into a creditors' voluntary arrangement or any other process reasonably indicating to the first party that the other party will not be able to meet its obligations under the Event Confirmation as they fall due.
- b. Terminating this agreement shall not affect rights and obligations already accrued.
- c. Any work done after termination of an Event Booking or this agreement will be charged at the normal hourly rate or equivalent. Termination of an Event Booking will not invalidate such charges and invoices should be paid in accordance with these Terms.

### 14. DEFINITIONS AND LAW

- a. In these Terms, the following words or phrases have the meaning set out in this clause.

"Booking"	an agreement that we will supply Services on specified occasions and/or with a specified outcome as set out in an Event Confirmation Form or in a formal proposal.
"Clause"	a numbered clause of these Terms of Business.
"Confidential Information"	<div>all information:<ul style="list-style-type: none"><li>- that we discover because of or through our connection with you; and</li><li>- which is about or relating to you or your business (including financial information, products, services, service levels, customer satisfaction, proposed services and products, pricing, and margins) or your people (including your directors or partners, investors, staff, suppliers, customers, clients, prospects and contractors).</li></ul></div> <div style="margin-left: 20px;">- However, Confidential Information does not include information that is openly published by you, or information that is publicly available without breach of our confidentiality obligation.</div>
"Data Privacy"	refers to applicable provisions governing the processing of personal data, as amended or varied or replaced from time to time, including the Data

- Protection Act 2018, the EU General Data Protection Regulation 2016/679, the e-Privacy Directive 2002/58/EC, and the Privacy and Electronic Communications (EC Directive) Regulations 2003.
- "Data Processing Form" the Form completed by you setting out the framework of the processing of personal and other data required by the Event Booking.
- "ICO" the Information Commissioner's Office, being the data protection authority in the United Kingdom with respect to Data Privacy.
- "including" the word "including" shall not imply any limitation on the generality of the concept or thing of which examples are being given.
- "Materials" means written, audio and visual materials used or produced in the course of or to support delivery of Services, including handouts, videos, questionnaires, games, case studies, explanatory material, notes, calculations, specifications, reports, designs, drawings, flow charts, plans, reference material, prototypes.
- "ESCCs" a separate agreement between the parties in a form approved by the UK and European Commission for the cross-border transfer of Personal Data.
- "Personal Data" information about identifiable living individuals.
- "Personal Data Breach" breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, access to, or other unauthorised Processing of Personal Data.
- "Processing" when applied to personal data, the term 'processing' means any operation applied to the data, including collecting, organising, storing, altering, retrieving, using, sharing and deleting it or any part of it.
- "Rights" includes:
- intellectual property rights including (but not limited to) copyrights, patents, registered designs, design rights, trademarks, service marks, and
  - the right to apply for or register any such protection, and
  - all rights relating to trade secrets and other unpublished information.
- "Services" the work to be supplied or the outcomes to be achieved by us, as set out in an Event Booking.
- "3rd Party Data" personal data about an individual other than you which is supplied by you to us.
- "You" refers to the person, firm or organisation for whom Services will be performed by us.
- "We" and "us" refers to the person, firm or organisation agreeing to provide Services.
- b. **No waiver:** If we or you delay or fail to enforce any term of an Event Confirmation or these Terms on any occasion, that will not affect or limit our or your ability to enforce that term on any other occasion or at any time.
- c. **Severability:** If any provision or part of a provision of an Event Confirmation or these Terms is unenforceable, word(s) shall be struck from the agreement to the minimum extent necessary to make the agreement enforceable and this shall not affect the enforceability of the other provisions of the agreement.
- d. **Law and jurisdiction:** All our agreements are governed by English law and subject to the exclusive jurisdiction of the English courts.