



TERMS AND CONDITIONS OF BUSINESS

Your Office Angels

1. **Terms and Conditions**

These terms and conditions of business shall have a legally binding effect between the Consultant and the Client to the exclusion of any other terms and conditions and shall be deemed to have been accepted by the Client upon the Client and the Consultant signing and dating the attached Consultancy Contract. These Terms and Conditions supersede and replace any previous terms and conditions.

2. **Definitions**

In these Terms and Conditions the following words shall have the following meanings:-

‘Agreed Expenses’ means those agreed expenses set out in the Consultancy Contract plus any additional expenses agreed in writing by the Client in advance of any such expenditure being incurred by the Consultant.

‘the Client’ means the person, company or firm whose details are set out in the attached Consultancy Contract.

‘the Consultant’ means the person, company or firm whose details are set out in the Consultancy Contract.

‘the Consultancy Contract’ means the Consultancy Contract to which these Terms and Conditions are attached.

‘the Course’ means the course details of which are set out in the Consultancy Contract.

‘the Engagement’ means the Course and/or the Engagement Specification details of which are set out in the Consultancy Contract.

‘the Fees’ means the fees set out in the Consultancy Contract.

‘Interest Rate’ means 6% above the base lending rate of The Bank of England from time to time.



3. **Performance of the Engagement**

- 3.1. The Consultant will perform the Engagement with all reasonable skill and care.
- 3.2. If as part of the Engagement the Consultant is requested to either prepare or comment upon any documentation or policies that the Client uses or may use or has used for its human resources purposes the Consultant may decline to do so and if she so declines this shall not constitute either a breach of the terms of Engagement or a breach of this contract and the client shall in any event be expected to take appropriate specialist legal advice in respect of these documents or policies.
- 3.3. The Client agrees when it is necessary to provide the Consultant with adequate office and presentation space in order that the Consultant can comply with its obligations set out in clause 3.1.

4. **Alterations to the Engagement**

- 4.1. If the Client wishes to change the whole or any part of the Engagement then the Client must first notify the proposed alterations to the Consultant who shall in her absolute discretion notify the Client whether she accepts the alterations.
- 4.2. If the Consultant does not accept the alterations then the Client accepts that the Engagement shall continue as set out in the Engagement Specification.
- 4.3. If the Consultant does accept the alterations and there is an increase in the Fees then the Client shall accept this increase in the Fees in such amount as notified in writing to the Client by the Consultant.
- 4.4. If the agreed alterations would cause a potential reduction in the Fees then regardless of this potential reduction the Client agrees to pay to the Consultant the Fees without any reduction whatsoever.

5. **Cancellation of the Engagement**

- 5.1. If the Client requires to cancel Engagement then this request must be sent to the Consultant in writing and the following fees shall be payable:
 - 5.1.1. cancellation four (4) weeks or longer of the Engagement start date then half of the Fees shall be payable;
 - 5.1.2. cancellation within four (4) weeks of the Engagement start date the Fees shall be payable.



5.2. Unless otherwise agreed by the Consultant in writing if the Client alters any date relating to the Engagement as opposed to cancelling the Engagement then an alteration fee of half of the Fees shall be payable by the Clients (which for the avoidance of doubt shall be in addition to the Fees which is due as payable once the Engagement has been delivered).

6. **Payment of Fees**

6.1. The invoices for the Fees which are charged on a per minute, hourly, daily or weekly basis, will be rendered and sent to the Client at the end of the Engagement in which they were incurred.

6.2. Unless otherwise agreed between the Consultant in writing all other Fees will be paid by the Client to the Consultant at the end of the Engagement (plus any additional fees in respect of agreed alterations to the Engagement pursuant to clause 4.3).

6.3. All invoices for fees must be paid within seven (7) days of the date of the invoice.

6.4. Retained Clients fees are payable on 1st of each month, in advance and fees are payable by Direct Debit.

6.5. All Agreed Expenses above £50 shall be paid before the expenditure is incurred by the Consultant and any other Agreed Expenses shall be paid by the Client to the Consultant within seven (7) days of the Client receiving any valid invoice for such Agreed Expenses.

6.6. If the Client fails to pay any invoice or Agreed Expenses within the time limits set out in this contract then the Consultant shall be entitled to charge interest at the Interest Rate from the time such invoice was due for payment until actual payment both before and after judgment.

7. **VAT**

Our Fees are not subject to VAT.

8. **Confidentiality**

8.1. Subject to clause 8.2 the Consultant undertakes with the Client to keep confidential all information (whether written or verbal) concerning the Client's business which she becomes aware of during the period of this contract which was not, prior to her becoming aware of it, in the public domain or brought into the public domain by someone other than the Consultant.



- 8.2. Notwithstanding clause 8.1 the Consultant will not treat as confidential any information that is disclosed to her or she becomes aware of through any person or means which would be a breach of any relevant money laundering regulations and the Consultant shall be free to disclose such information to all relevant authorities without being in breach of her confidentiality undertaking set out in clause 8.1.
- 8.3. The Client undertakes with the Consultant to keep confidential all information supplied and exhibited to the Client its employees or agents by her either pursuant to her performance of the Engagement or otherwise.
- 8.4. The confidentiality obligations and disclosure rights set out in this clause shall continue to have effect notwithstanding that this contract has terminated for whatsoever reason.

9. **Termination**

- 9.1. Notwithstanding clause 5 this contract may be terminated at any time on written notice by the Consultant if the Client shall have failed to pay any invoice properly raised by the Consultant for the Fees and/or Additional Expenses by the due date for payment.
- 9.2. Notwithstanding clauses 5 and 9.1 this contract may be terminated at any time by notice in writing by either the Client or the Consultant if either of them:
 - 9.2.1. commits a material breach of any term of this contract which (in the case of a breach capable of being remedied has not been remedied within fourteen (14) days of receipt of a written request to remedy the breach);
 - 9.2.2. convenes a meeting of its creditors or a proposal is made for a voluntary arrangement or a proposal is made for any other composition, scheme or arrangement with (or assignment for benefit of) its creditors or is unable to pay its debts within the meaning of S123 of the Insolvency Act 1986 or a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of that party or a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding-up or for the making of an administrative order (otherwise for the purpose of an amalgamation or reconstruction) or any similar or analogous event occurs in relation them.



9.3. Any termination of this contract under this clause 9 is without prejudice to any other rights or remedies that either the Consultant or the Client may be entitled to under this contract or at law. Termination does not affect any accrued rights or liabilities of either of the Client or the Consultant nor any provision which is expressly or by implication intended to come into force on, or continue in force after, termination.

10. **Force Majeure**

The Consultant shall be excused from liability to the Client if performance of this contract is prevented or hindered by any cause whatsoever beyond the Consultant's control and in particular but without prejudice to the generality by Act of God, war, riot, civil commotion, Government act or omission whether local or national, flood, accident, lock out and shall not be liable for any loss or damage resulting from such events suffered by the Consultant.

11. **Exclusion of Liability**

11.1. Except for the Consultant's liability for death or personal injury resulting from the Consultant's negligence the Consultant shall not be liable under any one claim or under the total of all claims arising from any one act or default of the Consultant howsoever such claim or claims arise (be it by negligence or otherwise) for any loss over a figure representing five (5) times the value of the Fees PROVIDED THAT the Consultant shall not be liable for any consequential or indirect loss or loss of profits or of contract whatsoever (whether arising by the Consultant's negligence or otherwise).

11.2. Clause 11.1 shall continue to have affect after the termination of this contract howsoever arising.

12. **Copyright and Other Intellectual Property Rights**

12.1. The Client acknowledges that any and all copyrights and other intellectual property rights owned by the Consultant in any documents or materials used or referred to or given out or created either before or during the period of the Engagement shall remain the sole property of the Consultant.

12.2. Any document or other materials over which the Consultant has either copyright or any other intellectual property right shall not be copied or reproduced in any manner whatsoever without the prior written consent of the Consultant.

12.3. In the event of any breach by the Client or its employees or agents of the obligation set out in clause 12.2 then the Client hereby agrees to indemnify the Consultant in respect of any losses (whether direct or indirect) that the Consultant incurs as a result of such a breach.



13. **Variation**

No amendment or variation to these Terms and Conditions shall be effective unless agreed in writing by the Consultant.

14. **Severability**

If any provision of these Terms and Conditions is held to be void, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provision shall continue in full force and effect as if these Terms and Conditions had been agreed with the void provision(s) eliminated. In the event of a holding of unenforceability so fundamental as to prevent the accomplishment of the purpose of this contract then the Client and the Consultant shall immediately commence good faith negotiations to remedy such enforceability.

15. **Waiver**

Any waiver by the Consultant of any of its rights under these Terms and Conditions shall not prevent the Consultant from later enforcing that right or enforcing any of its rights pursuant to these Terms and Conditions.

16. **Sub-Contractors**

The Consultant reserves the right to sub-contract the performance of the Engagement on giving prior written notice to the Client.

17. **Notices**

All notices which are required to be given under this contract shall be in writing and shall be sent to the address of the recipient as set out in the Consultancy Contract or to such other address as shall have been notified to the other of them for delivery purposes. Any such notice shall be delivered either personally or by first class pre-paid post, by facsimile transmission or by e-mail and shall be deemed to have been served either by personal delivery when delivered or if by first class post forty eight (48) hours after posting or if by facsimile transmission when dispatched or by e-mail when sent.



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18. **Good Faith**

Each of the Client and the Consultant undertakes with each other to do all things reasonably within their power which are necessary or desirable to give effect to the spirit and intention of this Agreement.

19. **No Employer/Employee Relations or Partnership**

Nothing in this contract shall constitute either the relationship of employer and employee or a partnership between the Client and the Consultant.

20. **Governing Law and Jurisdiction**

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and the Client and the Consultant hereby submit to the exclusive jurisdiction of the English Courts.