

Terms and Conditions

1. Fees and Expenses

1.1 The consultant may invoice the Client for the Consultancy/Coaching Services at the time of booking for the agreed fee and at the time of booking a deposit of the full agreed fee shall become immediately payable.

1.2 All charges payable by the client shall be paid within 14 days after the receipt by the Client of the Consultant's invoice.

1.3 The charges payable under this agreement are exclusive of VAT which shall be paid by the client at the rate and in the manner for the time being prescribed by law.

1.4 If any sum payable under this agreement is not paid within 7 days after the due date then (without prejudice to the Consultant's other rights and remedies) the Consultant reserves the right to charge interest on such sum on a day to day basis (as well after as before any judgement) from the date or last date for payment thereof to the date of actual payment (both dates inclusive) at the rates prescribed in the Late Payment of Commercial Debts (Interest) Act 1998 or any amendments thereto. Such interest shall be paid on the demand of the Consultant.

1.5 In the event of a cancellation made between 30 and 14 days before the projected commencement of the Consultancy Services a cancellation fee of 60% of the agreed fee will be made to the Consultant. If cancellation occurs between 13 days before and up to or after the commencement of the provision of the Consultancy Services the client shall be liable to pay the full amount of the agreed fee.

1.6 If the client postpones the requirement for Consultancy Services within 30 days of the agreed commencement of the provision of those services, a penalty charge of 40% of the agreed fee shall be payable in addition to all other fees payable under this agreement.

1.7 In regards to mentoring and coaching agreements the Client or the Consultant may elect to terminate this agreement at any time upon thirty days notice in writing. For the Client initiating the termination of the contract your final monthly investment will be due upon notice of termination.

2. Client's obligations

The client shall:

2.1 make available to the Consultant such office and secretarial services as may be necessary for its work under this agreement.

2.2 ensure that its employees co-operate fully with the Consultant and the Consultancy Participants in relation to the provision of the Consultancy Services; and

2.3 promptly furnish the Consultant with such information and documents as it may reasonably request for the proper performance of its obligations hereunder.

3. Consultant's obligations

3.1 The Consultancy Materials will, so far as they do not comprise material originating from the Client, its employees, agents or contractors, be original works of authorship or works which the Consultant is entitled to utilise and the use or possession thereof by the Client or the Consultant will not subject the Client or the Consultant to any claim for infringement of any proprietary rights of any third party

3.2 The Consultancy Services will be provided in a timely and professional manner and in accordance with the time schedules reasonably stipulated by the Client, will conform to the standards generally observed in the industry for similar services and will be provided with reasonable skill and care.

4. Ownership of Project Materials

In the absence of agreement to the contrary all property, copyright and other intellectual property rights in the Consultancy Materials shall remain the property of the Consultant.

5. Notices

All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in this Agreement or such address in England as the recipient may designate by notice given in accordance with the provisions of this Clause. Any such notice may be delivered personally or by first class prepaid letter or facsimile transmission, or electronic mail and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting and if by facsimile transmission when despatched, and if by electronic mail with a confirmed electronic receipt.

6. Force Majeure

Neither party shall be liable for any delay in performing any of its obligations under this Agreement if such delay is caused by circumstances beyond the reasonable control of the party so delaying including (in the case of the Consultant) delay or failure on the part of its suppliers to provide materials required for the provision of the Consultancy Services and such party shall be entitled (subject to giving the other party full particulars of the circumstances in question and to using its best endeavours to resume full performance without avoidable delay) to a reasonable extension of time for the performance of such obligations.

7. General

The Consultant is an independent contractor and nothing in this Agreement shall render it an agent or partner of the Client and the Consultant shall not hold itself out as such. The Consultant shall not have any right or power to bind the Client to any obligation. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and shall be governed by and construed in accordance with the laws of England. No waiver or amendment of any provision of this Agreement shall be effective unless made by a written instrument signed by both parties. Each provision of this Agreement shall be construed separately and notwithstanding that the whole or any part of any provision may prove to be illegal or unenforceable the other provisions of this Agreement and the remainder of the provision in question shall continue in full force and effect.

8. Entire Agreement

This Agreement is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Agreement and supersedes all previous communications, representations and arrangements written or oral. The printed terms and conditions of any purchase order or other correspondence and documents of the Client issued in connection with this Agreement will not apply unless expressly accepted in writing by the Consultant.

9. Governing Law

This Agreement shall be construed and governed by the Laws of England and Wales.