



## Terms of Business

### Scope

The following terms and conditions apply to all Services provided by Talent for Growth, except when amended by agreement with the Client and documented as an amendment to the Standard Terms and Conditions in the Proposal.

### Definitions

The following definitions apply:

Term	Description
Client	The company or organisation for which the Company will provide the Services.
Company	Talent for Growth Ltd
Consultant	The person assigned by the Company to perform the Services for the Client.
Letter of Intent	A letter from the Client or the Client's representative confirming the Client's intent to engage the Company to deliver the proposed solution as described in the proposal. This may take the form of an email
Proposal	The document provided by the Company specifying the services and deliverables that the Company will provide to meet the Client's requirements.
Services	The activities performed by the Company's consultants.

### Confidentiality

The Company and Client agree and promise that the subject matter of the services provided to the Client will be held to be confidential and any information, either spoken or written, will not be disclosed to a third party without written permission from the Company or the Client.

### Use of materials

Any materials prepared and distributed in connection with the delivery of Services cannot be reused or further distributed in any form without the written approval of the Company.

## Delays

The Company will not be liable for delays for which the Client or the Client's personnel are responsible. Neither the Company nor the Client will be liable for a delay or failure to deliver Services due to natural disasters, including but not limited to fires, floods, power failures, civil disturbances or acts of terrorism.

## Charging

The Proposal will outline the service to be delivered and the associated costs.

The Company will charge the daily rate for each full day, or half of a day, during which a consultant performs Services for the Client. The Company will not charge the Client for any time travelling within the UK to prepare for or deliver Services unless agreed in advance. If, to prepare for or deliver Services, a consultant must travel outside of the UK, any charges for the Consultant's time will be discussed and agreed with the Client.

## Expenses

Travel expenses and any accommodation and meals will be charged at cost. Second class travel will be charged and mileage will be at the standard rate of 0.50p per mile

## Cancellation Charges

The following cancellation charges will apply unless the Client and Company agree, at least four weeks before delivery of the services is due to start, a mutually acceptable date to reschedule the delivery of the Services. Postponements, within 4 weeks of the delivery date will be treated as cancellations.

<b>Cancellation Period</b>	<b>Charge Applied</b>
More than 2 Months	None
Between 2 months and 1 month	Development costs incurred to date
1 Month to 2 weeks	Development costs incurred to date plus 75% of delivery charge
Less than 2 weeks	For workshops and programme delivery of over 1 hour, 100% of development and delivery charge. Cancellation of telephone or online coaching, including 360 feedback coaching within 48 hours will be charged at 100% and between 48 hours and 4 days will be charged at 50%

## Payment

Payment for all invoices will become due within 30 days unless otherwise agreed between the Client and the Company.

In the event of payment not being received within 60 days the Company reserves the right to add interest at the current rate.

Payment for coaching services will be split into 50% at the start of the assignment and 50% after the ending of the assignment.

Where pre-payment of services at the request of the Client is agreed, all work must be undertaken within 12 months of the quotation being agreed. No refunds will be made if the Client does not initiate the work within this period.

360 feedback projects will be invoiced when the project gets underway and participants start the process.

## Facilities

Where applicable, the Client will normally be responsible for organising, providing and paying for all facilities and equipment required to deliver the Services unless otherwise agreed with the Company.

This would include, but is not limited to:

- training room or rooms – either at the Client's site or off-site
- flip chart, flip chart paper and pens
- television, video equipment, and laptop projectors
- accommodation, refreshments and meals for participants

The Company will provide and charge for materials such as binders, course documents, participant handouts, workbooks, questionnaires and psychometric test booklets. All such charges for materials will be at cost price plus time for preparation and collation of course materials.

## Privacy

The Company is fully compliant with GDPR and only works with third party partners who are fully compliant with GDPR. Our privacy policy is available on request.