

## **The Directors' Centre Ltd - Terms and Conditions Of Working**

These conditions apply to all assignments undertaken in the United Kingdom and the Republic of Ireland by the Directors' Centre Limited (the Company) and together with the Proposal to which this is attached form the entire contract between the Company and the Client.

1. The assignment is confined to the work specified in the proposal. The time to complete our work and the measure of its success depend to a degree on factors outside our control. We are limited, therefore, to giving an estimate of the time required and the results obtainable based on the information made available to us by the Client. Any such estimates, together with any confirmation or variation of them in subsequent correspondence or reports, although given in all good faith, shall not be deemed to be undertakings, warranties or contractual conditions.
2. The fees relating to this assignment are detailed in this proposal. They will remain valid for two months from the date that the proposal is submitted. The fees cover time spent on work for the Client, whether carried out on his premises or elsewhere. For Total Fee ("lump sum") assignments the contract is for the total sum specified in the proposal. Should circumstances arise which could not reasonably have been foreseen at the time of the proposal the fee may be amended by agreement in respect of the agreed change in the work content.

Where weekly fees are quoted they are based on a five-day week; any weeks in which Public Holidays fall are charged as full weeks.

Fee rates may be increased on giving three months written notice to the Client.

3. Travelling, subsistence and other expenses incurred in connection with the assignment will be charged at cost to the Client. Up to five copies of each report will be supplied to the Client without charge; the cost of further copies supplied (including printing, binding and stationery) will be charged. Where appropriate, any particular arrangements for special charges for such items as data processing, data transcription, external training accommodation and specific training aids and/or materials are detailed within the proposal.
4. Invoices are submitted at two-weekly intervals (unless stated otherwise in the proposal) and payment is due on submission. Fees and expenses are subject to the addition of Value Added Tax (VAT). Any fees not paid within 30 days following submission of the invoice will be subject to a single surcharge of 7.5%.
5. The Client is required to provide all information which our consultants may reasonably require for the effective completion of the assignment, together with reasonable access to directors, executives, specialists and all other employees whose roles are relevant to the assignment. The Client is also expected to provide for the consultants appropriate working accommodation for the assignment together with reasonable office facilities and secretarial services.

6. When the assignment requires the consultant to act in the capacity of a temporary executive carrying out the instructions of the Client, the consultant is acting as the Client's agent and the Client hereby agrees to indemnify the Company and the named consultant against all claims and expenses for which the Company or the consultant may become liable by reason of the acts or omissions of the consultant during this period. While undertaking the duties referred to in this paragraph, the consultant will remain an employee or associate of the Company.
7. In order to protect the interests of our Clients, all members of our staff are employed under a contract which specifically forbids the unauthorised disclosure of confidential information. Similarly, the Company's or other proprietary data, computer programmes and systems or other materials having intellectual property (other than those which are specifically designed for the Client) which may be disclosed to the Client are not to be published or circulated outside the Client Company or Organisation without prior written approval of the Company.
8. Our consultants are under agreement not to seek or accept employment with our Clients and it shall be a condition of the assignment that for the duration of the assignment and for a period of 12 months thereafter the Client will not offer or permit the employment or hire as an independent consultant any of the consultants concerned in the assignment. This provision can be waived by agreement with the Company, where such agreement protects both the integrity of the assignment and the Company against undue pecuniary loss.
9. Except where so specified in the proposal, the Company does not require a long-term contract with the Client. Either party shall be free to terminate the contract during the planned work period by giving one month's written notice, provided only that such notice shall not be given without full prior consultation between the parties concerning the reasons for the proposed termination.
10. Any dispute arising out of or in connection with this contract shall be referred to and fully resolved by arbitration under the rules of the Chartered Institute of Arbitrators, which rules are deemed to be incorporated by reference into this paragraph.

### **CANCELLATIONS AND POSTPONEMENTS**

Postponements and cancellations can be a fact of life in busy fast-moving organisations. We will endeavour to be flexible to accommodate any such changes that you request. We are also aware of the costs to us that these incur, in particular, opportunity costs. We therefore may charge for postponements and cancellations.

#### **Client Postponement**

We may charge for the postponement of agreed bookings as follows:

For postponements made:	
Four weeks or more before delivery	no charge
Within four weeks of delivery date	10% of delivery fee
Within two weeks of delivery date	50% of delivery fee
Within one week of delivery date	90% of delivery fee

If postponed dates are later postponed again or are cancelled, postponement or cancellation fees may be payable in addition to any fees already applicable. We

may treat a postponement as a cancellation, if the service is not rebooked for within three months of the originally agreed date.

### **Client cancellation**

We may charge for the cancellation of agreed bookings as follows:

For cancellations made:	
Four weeks or more before delivery	no charge
Within four weeks of delivery date	20% of delivery fee
Within two weeks of delivery date	75% of delivery fee
Within one week of delivery date	100% of delivery fee

'Fees' refers to both design and delivery fees.

### **Cancellation or Postponement by us**

We will not cancel. In the highly unlikely event that we were forced to postpone delivery, we would make every effort to reschedule at a time to suit you. We would also reduce the fees by way of recompense for the inconvenience.

### **Postponement or cancellation of telephone coaching**

If a 'coachee' is not available at the agreed number and time, or cancels or postpones a session with less than 24 hours' notice, fees still apply. If a coachee is not available when telephoned, he or she is welcome to contact us within the allotted time for the session. Calls that start late will still end on time.

### **General**

- Any non-refundable expenses paid, e.g., non-refundable travel tickets, will be passed on to the client.
- Commencement of preparation, design, or delivery implies acceptance of these terms.