



## **Incendo Development Ltd - Terms and Conditions of Business**

Incendo Development Ltd agrees to provide you with consultancy, group facilitation, training, coaching and development services as specified in the attached proposal document. This agreement shall be construed in accordance with English Law and the English courts have exclusive jurisdiction.

The services will be delivered according to the following terms and conditions:

1. The registered company address for Incendo Development Ltd is **Avalon House, Waltham Business Park, Brickyard Road, Swanmore, Southampton, SO32 2SA.**

2. Justin Standfield is the owner of Incendo Development Ltd. Initial contact can be made to [justin@incendo-uk.com](mailto:justin@incendo-uk.com) or on +44 (0) 1489 287 267.

3. Incendo Development Ltd will provide a service to you as external consultants and nothing in this agreement shall be construed as an offer or acceptance of employment, or as making us or any of our consultants or associates an agent of your organisation. We will invoice you for our services and hold full responsibility for taxes, NI and any VAT due to be paid. During the course of our work with you, we may agree that one of the consultants within our organisation or one of our associates shall represent your organisation, and that will be agreed on a case-by-case basis.

4. If we agree that additional or associate consultants are required for a project, Justin Standfield will at all times remain the lead consultant and your first point of contact. The agreement for provision of services remains between your organisation and Incendo Development Ltd. We reserve the right to request associate consultants to assist in providing our services to you.

5. Incendo Development Ltd will maintain the confidentiality of your contact details and any information we gain about your company and/or individual employees in the course of our work. We will not share your details with any third parties without your prior consent unless legally required to do so. Data stored on our computers and on paper records is stored securely and we comply with relevant data protection requirements. We agree not to use any information for purposes other than those agreed for the services we will provide to you.

6. When we are providing consultancy services, individual/group coaching, or facilitated development sessions, the content of discussions during these times remain confidential between Incendo Development Ltd and the parties involved. The organisation may receive a brief report of the outcomes only if this is agreed in advance with the participants.

7. Incendo Development Ltd will provide a proposal or schedule of works prior to our working together. We will then agree the specific details of the service that will be provided. We agree to provide a service that meets the objectives and outcomes we agree, as far as this is within our control. We reserve the right to change some aspects of the service in order to best meet the needs of the individuals we are working with or to meet changing demands as the project progresses. Incendo Development Ltd does not take responsibility for service objectives not

being met, where this is within the personal control, or choice of the individuals in your organisation that we are working with, or where this is due to issues arising within your business, or other and unforeseen events.

8. Neither you nor Incendo Development Ltd shall be liable for any failure or delay in performing their obligations under these Terms and Conditions where such failure or delay results from any cause that is beyond either your or their reasonable control. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action.

9. During the period of time that Incendo Development Ltd are contracted to provide you with a service, we and any of our associates will act in good faith and in a manner that is professional, courteous and in the best interests of the organisation and the individual employees. We will utilise our skills, experience, knowledge and expertise to achieve the maximum return on investment for the service you have contracted us to provide. In return, we expect to be treated in a similar manner.

10. Incendo Development Ltd will provide you with fee information prior to the start of our working together. Once we have agreed a fee, this can only be varied by mutual agreement or by our prior notification to you of an annual fee increase in the case of on-going or retained services. If the scope of work changes such that extra fees are applicable, we will notify you in advance. Once a proposal has been accepted and a fee agreed, if you wish to vary or change any of the details you must notify Incendo Development Ltd in writing as soon as possible. Incendo Development Ltd shall endeavour to make any required changes and will invoice you for any additional costs incurred. Fees are quoted exclusive of VAT, travel and other reasonable expenses unless otherwise specified. Expenses will usually be agreed prior to commencement of work and subject to the needs of the service provided.

11. Incendo Development Ltd will invoice you either as follows or according to a schedule that we agree prior to the start of our working together.

(a) For Consultancy – Monthly invoices submitted with first invoice to be submitted at end of the first calendar month in which we start working together. For ad-hoc projects invoice submitted on completion of the work required or at staged payment intervals throughout the project as agreed. An initial deposit may be required in advance, and this will be outlined in the proposal or works schedule submitted prior to us commencing work with you.

(b) For Development, Training and Coaching – Invoices to be submitted on completion of the training day(s) if these are one-off event bookings, or a number of bookings within a short time period. Where a series of training events are booked over a longer time period, invoices will be submitted monthly or at agreed payment intervals as per the consultancy terms above. An initial deposit may be required in advance, and this will be outlined in the proposal or works schedule submitted prior to us commencing work with you.

12. Payment is due as follows:

(a) For Consultancy, Development, Training and Coaching - Any agreed deposit is required on presentation of invoice prior to the work commencing. Payment for work completed is due on presentation of the invoice and within 30 calendar days.

(b) Payments can be made by cheque or electronic fund transfer.

(c) In accordance with The Late Payment of Commercial Debts (Interest) Act 1998, Incendo Development Ltd reserves the right to charge interest at 8% above the prevailing Bank of England rate. Additionally, for significantly delayed payments, we reserve the right to charge reasonable debt recovery costs, in accordance with the limits specified in this legislation. If for any reason you reach a situation where you will be unable to pay in accordance with these outlined Terms and Conditions, please advise us so that we may discuss alternative payment arrangements. We will only discuss alternative payment terms in exceptional and/or unforeseen circumstances.

(d) Once an agreement is made for Incendo Development Ltd to provide any services, the following conditions apply to cancellations made prior to the agreed start date or scheduled work dates or during the time in which an agreed work schedule is due to run:

- i. For cancellation up to and including 10 working days before the start date of any booked day/part day of work, the full fee will be charged.
- ii. For cancellation between 11 and 20 working days before the start date or any booked day/part day of work, 50% of the fee will be charged.
- iii. For cancellations longer than 20 working days before the agreed start date or any booked day/part day of work, we reserve the right to charge £100 administration fee per day/part day plus the costs of any planning meetings and resources already purchased.
- iv. There is no additional charge for a request to reschedule dates but we reserve the right to invoice on the date as if the service was provided when originally scheduled. If no mutually agreeable alternative dates can be found, we reserve the right to charge as if a cancellation has been made.
- v. In addition, for cancellations or rescheduled dates, we will invoice for all out of pocket expenses.

13. For consultancy services, whilst we will endeavour to meet any project deadlines that we agree, we reserve the right to decide when and where we will carry out the required work. Consultants or associates will generally work from their own addresses, with visits to your premises or other locations as agreed and required.

14. Incendo Development Ltd reserves the right to withdraw from an assignment if significant conditions develop which impair the successful completion of the assignment or lead to a conflict of interest or other problems of an ethical nature. We will not be responsible for any costs incurred by you in this situation and we will invoice you for fees due and reasonable expenses up to and including the date of withdrawal.

15. In the event that Incendo Development Ltd is unable to complete an assignment or to attend a training event or coaching session, due to unforeseen circumstances such as illness, we can agree that we will either:

- send a mutually agreeable substitute; or
- rearrange to a mutually agreeable date.

If you do not wish to agree to either of these options, we reserve the right to charge fees as if you had made a cancellation.

16. Unless expressly agreed in writing prior to the start of our working with you, all intellectual property remains the property of either Incendo Development Ltd or the consultant(s) working with you. Unless we advise otherwise, your consultant asserts themselves as the copyright owner for any materials and resources generated for use within your organisation; this includes content, structure, layout and design. If specifically agreed in writing, we may give you permission to continue using materials and resources after we finish working with you, however, this permission is not exclusive and we reserve the right to use the same or similar resources with other clients.

17. Incendo Development Ltd has Public Liability and Professional Indemnity Insurance, and will provide you with copies of current Certificates of Insurance on request. We will endeavour at all times to provide you with advice or information that is current, pertinent and correct according to law at the time at which it is provided. We shall not, however, be liable for any loss, damage, costs or expenses incurred by you as a result of the implementation of any report or recommendations arising out of the services provided by us to your organisation.

18. Furthermore, Incendo Development Ltd will not be liable where you continue to use information beyond the time in which we work with you, that is no longer correct due to statutory or legislative changes.

(a) You shall indemnify Incendo Development Ltd against all damages, costs, claims and expenses suffered by them arising from loss or damage to any equipment (including that of third parties) caused by the you or your employees.

(b) Any termination of the Agreement is without prejudice to any other rights or remedies of either party arising under this agreement or at law and will not affect any accrued rights or liabilities of either party at the date of termination. All notices of termination must be in writing and sent to each party's registered office.

(c) A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of the Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

(d) Incendo Development Ltd shall not be liable for any indirect or consequential loss arising out of or in connection with this agreement or its subject matter even if we had notice of the possibility of such loss.

(e) We shall not be liable for any loss of business, loss of profits, loss of anticipated savings, loss of reputation, loss of goodwill or business interruption or increase in bad debt arising out of or in connection with this agreement or its subject matter even if we had notice to the possibility of such loss.

(f) Subject to clauses 17 and 18 above, our entire liability in respect of all claims arising out of or in connection with this agreement and our services (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) in any period of 12 calendar months shall not exceed an amount equal to the sums received by or due to us from you during that period.

(g) Nothing in the Agreement excludes either party's liability for death or personal injury arising out of its or its employees' negligence or for fraudulent misrepresentation.

19. We shall terminate this agreement with immediate effect, without prejudice to any other rights or remedies, by notice in the event that you:

(i) commit any material breach of this agreement and such breach (where capable of remedy) is not remedied to our reasonable satisfaction within 14 days of notice;

(ii) commit any material breach which is not capable of remedy;

(iii) are unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986) or become insolvent or are subject to an order or a resolution for your liquidation, administration, winding up or dissolution;

(iv) are subject to a notice of intention to appoint an administrator (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986) or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets or enters into or proposes any composition or arrangement with your creditors generally;

(v) cease or threaten to cease to carry on business.

20. These Terms and Conditions and associated proposal are binding for the full duration of every assignment that Incendo Development Ltd undertakes for you unless we issue you with an amendment. These Terms and Conditions supersede any previous agreements and comprise the entire agreement between us.

21. Incendo Development Ltd shall operate on the understanding that you are in agreement with these Terms and Conditions of Business, unless you notify us otherwise. These Terms and Conditions of Business shall take precedent over any terms you normally agree with other service providers.