

## Terms and Conditions of Business

Challenge Manager agree to provide you with consultancy, training and development services according to the following terms and conditions:

1. The registered company address for Challenge Manager Ltd is Winchester House, 7 Winchester Street, Botley, Hampshire, SO30 2EB. This company is registered in England with Registration Number 3588424.
2. Correspondence addresses are provided by individual consultants on commencement of a contract and as required. Initial contact can be made to:

Lynne Ewer Carrington at [lynne@challengemanager.co.uk](mailto:lynne@challengemanager.co.uk) or on 07885 578275

Sam Swinstead at [sam@challengemanager.co.uk](mailto:sam@challengemanager.co.uk) or on 07816 316598

Emma Hansford at [emma@challengemanager.co.uk](mailto:emma@challengemanager.co.uk) or on 07729 263769

3. Challenge Manager 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 associates an agent of your organisation. We 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 consultants are required for a project, Challenge Manager consultants 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 Challenge Manager, and any changes to this will incur charges as if a cancellation had occurred. We reserve the right to request other consultants to assist in providing our services to you.
5. Challenge Manager 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. Data stored on our computers and on paper records is stored securely. 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 individual advice, coaching, or group training sessions, the content of discussions during these times remain confidential between Challenge Manager and the parties involved. The organisation may receive a brief report of the outcomes only if this is agreed in advance with the participants.

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7. Challenge Manager 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. Challenge Manager do 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 other and unforeseen events.
8. During the period of time that Challenge Manager 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 individuals there employed. 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.
9. Challenge Manager 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. If the scope of work changes such that extra fees are applicable, we will notify you in advance. Fees are quoted exclusive of VAT and travel or other reasonable expenses unless otherwise specified. Expenses will be agreed prior to commencement of work and subject to the needs of the service provided.
10. Challenge Manager 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 & HR Support – monthly invoices submitted with first invoice to be submitted at end of the first calendar month in which we start working together. For adhoc projects invoice submitted on completion of the work required.
  - b. For Outsourced HR Services – signup fee to be paid in advance, then agreed monthly retainer amount to be paid by standing order on the 1<sup>st</sup> working day of each month. Three months’ notice required to cancel outsourced agreement. Any work in addition to the scope of the retainer invoiced as (a) above.
  - c. For Training & 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 as per the consultancy terms above.
11. Payment is due within 30 calendar days of the date of invoice. Payments can be made by cheque or electronic fund transfer.

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12. In accordance with the The Late Payment of Commercial Debts (Interest) Act 1998, Challenge Manager reserve 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 feel that you will be unable to pay within the 30 day period, please advise us so that we may discuss alternative payment arrangements.
13. Once an agreement is made for Challenge Manager to provide a service, the following conditions apply to cancellations made prior to the agreed start date:
  - i. Cancellation up to and including 10 working days before: full fee charged
  - ii. Cancellation between 11 and 20 working days before: 50% fee charged
  - iii. For cancellations longer than 20 working days before the agreed start date, we reserve the right to charge £100 administration fee plus the costs of any planning meetings and resources already purchased.
  - iv. For a request to reschedule dates there is no additional charge 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. For cancellations or rescheduled dates, we will invoice for out of pocket expenses.
14. 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.
15. Challenge Manager reserve 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.
16. In the event that Challenge Manager are unable to complete an HR or consultancy assignment or to attend a training event or coaching session, due to unforeseen circumstances such as illness, we can agree that we will either:
  - a. Send a mutually agreeable substitute
  - b. 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.

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17. Unless expressly agreed in writing prior to the start of our working with you, all intellectual property remains the property of either Challenge Manager or the consultant(s) working with you. Unless we advise otherwise, your consultant asserts himself 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.
18. Challenge Manager and all of our associates hold 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. Furthermore, Challenge Manager 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.
19. These Terms and Conditions are binding for the full duration of every assignment that Challenge Manager undertake for you unless we issue you with an amendment. These Terms and Conditions supersede any previous agreements between us.
20. Challenge Manager request that you sign and return a copy of these Terms and Conditions to your lead contact at Challenge Manager who issued these to you, however, if you do not, we shall assume that you are in agreement, unless you notify us otherwise.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Position: \_\_\_\_\_

Company: \_\_\_\_\_

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