

Terms and Conditions of Business 2010

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

1. The registered company address for Challenge Manager Ltd is 89 Leigh Road, Eastleigh, Hampshire, SO50 9DQ, UK. This company is registered in England with Registration Number 3588424.
2. Correspondence addresses may be provided by individual consultants on commencement of a contract and as required. Initial contact can be made to info@challengemanager.co.uk or on 0845 463 9 365, or to any of our Directors:

Lynne Ewer Carrington at lynne@challengemanager.co.uk or on 07885 578275

Sam Swinstead at sam@challengemanager.co.uk or on 07816 316598

Emma Hansford at 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 consultants or 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 or associate 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 associate 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 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 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.
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

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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. 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 issues arising within your business, or 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 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. 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.
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 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 Retained Outsourced HR Services – signup fee and first month or part month’s fee to be paid in advance, then agreed monthly retainer amount to be paid by standing order and received by Challenge Manager on the 1st working day of each subsequent month so that payment is in advance for that following month. Three months’ notice is required to cancel this retained agreement. Any work in addition to the scope of the retainer invoiced as (a) above. Travel expenses incurred in the conduct of retained HR services will be added to the subsequent month’s invoice or invoiced separately as agreed.
 - (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 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.

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11. Payment is due as follows:
 - (a) For outsourced retained HR Services the initial sign up fee and first month or part month fee is due on presentation of invoice and to be cleared into our bank account prior to the work commencing. Subsequently, payment is due on the 1st of each month.
 - (b) For Consultancy, adhoc HR Support, Training and Coaching the agreed deposit is required on presentation of invoice and to be cleared into our bank account prior to the work commencing. Payment for work completed is due on presentation of the invoice.
 - (c) Payments can be made by standing order, cheque or electronic fund transfer.
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 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.
13. Once an agreement is made for Challenge Manager to provide any service other than the outsourced retained HR Support Service, 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:
 - (a) For cancellation up to and including 10 working days before the start date or any booked day / part day of work, the full fee will be charged.
 - (b) 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.
 - (c) 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.
 - (d) 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.
 - (e) In addition, for cancellations or rescheduled dates, we will invoice for all out of pocket expenses.
14. For outsourced retained HR Support Services the minimum cancellation period is three months, during which time full payment is due each month. The Set Up Fee is non refundable and is not a credit against any final payments due on cancellation of the outsourced retained HR Support Service.

15. 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.
16. 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.
17. 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 dateIf 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.
18. 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 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.
19. Challenge Manager 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.
20. 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.
21. Challenge Manager 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.

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