



## TERMS AND CONDITIONS OF BUSINESS

THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF *CLAUSE 8* (LIMITATION OF LIABILITY).

### 1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

#### 1.1 Definitions:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Charges:** the charges payable by the Client for the supply of the Services in accordance with clause 5.

**Commencement Date:** has the meaning given in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 13.5.

**Contract:** the contract between the Supplier and the Client for the supply of Services in accordance with these Conditions.

**Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

**Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures:** as defined in the Data Protection Legislation.

**Client:** the person, firm or Company who purchases Services from the Supplier.

**Client Default:** has the meaning set out in clause 4.2.

**Data Protection Legislation:** the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements

in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

**Deliverables:** all Documents, products and materials developed by the Supplier or its agents, consultants and employees in relation to the Services in any form, including computer programs, workbooks and training materials (including drafts).

**Document:** includes, without limitation, any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

**In-put Materials:** all Documents, information and materials in any form, whether owned by the Client or a third party, which are provided by the Client to the Supplier in connection with the Services.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Order:** in the Client's purchase order form or the Client's written acceptance of a quotation by the Supplier as the case may be.

**Pre-existing Materials:** all Documents, information and materials provided by the Supplier relating to the Services which existed prior to the commencement of the Contract.

**Services:** coaching and consultancy via the 1:1 sessions, group seminars, speeches, videos and audio recordings to be provided by the Supplier, including the Deliverables, together with any other services which the Supplier provides, or agrees to provide to the Client

**Supplier:** Chris Hughes Limited registered in England and Wales with company number 04633567.

**Supplier Materials:** has the meaning set out in clause 4.1(j).

**UK Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

## 1.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes email.

## **2. Basis of contract**

- 2.1 The Order constitutes an offer by the Client to purchase Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, or on the Suppliers website are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue, provided that the Supplier has not previously withdrawn it.

## **3. Supply of Services**

- 3.1 The Supplier shall supply the Services and deliver the Deliverables to the Client in accordance with the Specification in all material respects.
- 3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified from time to time for delivery, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 The Supplier reserves the right to amend the Services if necessary and the Supplier shall notify the Client in any such event if the changes are material.

3.4 The Supplier warrants to the Client that the Services will be provided using reasonable care and skill.

#### 4. Client's obligations

4.1 The Client shall:

- (a) ensure that the terms of the Order are complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the Services;
- (c) provide the Supplier, its employees, agents, consultants and subcontractors, in a timely manner and at no charge, with access to the Client's premises, office accommodation data and other facilities as reasonably required by the Supplier;
- (d) provide the Supplier in a timely manner, with such In-put Material and other information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (e) prepare (at its own cost) the Client's premises (or such other place at which the Services are to be hosted) for the supply of the Services;
- (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (g) comply with all applicable laws, including health and safety laws;
- (h) inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Clients premises;
- (i) Ensure that all Clients Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services;
- (j) keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Client's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.

4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**):

- (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays the Supplier's performance of any of its obligations;

- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and
  - (c) the Client shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Client Default.
- 4.3 The Client shall be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Clients fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract.
- 4.4 The Client shall not, without the prior written consent of the Supplier, at any time from the Commencement Date to the expiry of 12 months after the last date of supply of the Services or termination of the Contract, solicit or entice away from the Supplier or employ (or attempt to employ) any person who is, or has been, engaged as an employee or consultant of the Supplier in the provision of the Services.
- 4.5 The Client must hold its own public liability insurance and, if applicable, employer's liability insurance. Certificates should be available for inspection if required.
- 4.6 For promotional purposes, there may be a professional photographer, videographer or live social media streaming taking place during the provision of the Services. Clients and delegates who do not wish to be filmed or recorded and published on social media should advise the Supplier in advance and in writing.
- 4.7 The Client shall provide the Supplier with details of all its delegates as soon as possible prior to a seminar, event or other of the Services. The Client may also arrange for substitute delegates to attend provided always that
  - (a) such delegate has had the requisite prior training; and
  - (b) the Client has provided reasonable, advanced notice of the substitution to the Supplier.
- 4.8 The Supplier reserves the right to refuse admission and to remove persons for any reason where necessary. The Supplier may also have to conduct security searches to ensure the safety of persons at any event, training session etc.
- 4.9 The Client may alter the names of the attendees attending an event up to 7 days prior to the start of the course, at no extra charge. Delegate numbers must not exceed those agreed at point of booking. A request for additional delegates must be made no later than 7 days prior to

delivery date. All fees for additional delegates must be paid in full before the agreed delivery dates.

- 4.10 The Supplier may arrange for photographs and/or video footage to be taken at events and used for promotional purposes. This may include printed documents or media, editorial coverage, advertising press and use on the internet.
- 4.11 Clients and or individuals who do not wish for their image/brand/logo to be used within the provision of the Services or in accordance with these terms and conditions must notify the Supplier prior to the event.

## **5. Charges and payment**

- 5.1 In consideration of the provision of the Services by the Supplier, the Client shall pay the Charges. The Charges for the Services are calculated by reference to a fixed daily or half daily rate, Such rates will be set out in the Order.
- 5.2 The Charges exclude the following which shall be payable by the Client, following submission of an appropriate invoice:
- (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services; and
  - (b) the cost to the Supplier of any materials and the cost of workbooks required for the provision of the Services.
- 5.3 The Supplier may review and increase the Charges provided that such Charges cannot be increased more than once in any 12 month period. The Supplier will give the Client written notice of any such increase, one month before the proposed date of the increase. If such increase is not acceptable to the Client, it may, within 14 days of such notice being received or deemed to have been received in accordance with clause 13.8, terminate this Contract by giving 14 days' written notice to the Supplier.
- 5.4 The Client shall pay each invoice submitted to it by the Supplier, immediately and in full upon receipt of the invoice to a bank account nominated by the Supplier in writing. Time for payment shall be of the essence of the Contract.
- 5.5 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Client, the Client shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

- 5.6 Without prejudice to any other right or remedy that it may have, if the Client fails to pay the Supplier any sum due under this agreement on the due date:
- (a) the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.6(a) will accrue each day at 8% a year above Barclays Bank Plc base rate from time to time, but at 8% a year for any period when that base rate is below 0%. The Supplier may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998;
  - (b) the Supplier may suspend all or part of the Services until payment has been made in full.
- 5.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 5.8 If the proposed date for delivery of the Services is more than 120 days from the Commencement Date, the Client shall pay a non-refundable deposit of 33% of the Charges.

## **6. Intellectual property rights**

- 6.1 As between the Client and the Supplier, all Intellectual Property Rights and all other rights in the Deliverables and the Pre-existing Materials shall be owned by the Supplier. Subject to clause 7.2, the Supplier licenses all such rights to the Client free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Client to make reasonable use of the Deliverables and the Services. If the Supplier terminates the Contracts under clause 9 or the Contract terminates for any other reason, this licence shall automatically terminate.
- 6.2 The Client acknowledges that, where the Supplier does not own the Intellectual Property in the Pre-existing Materials, the Client's use of those Pre-existing Materials is conditional upon the Supplier obtaining a written license (or sub-license) from the relevant licensor(s) on such terms as will entitle the Supplier to license such rights to the Client.
- 6.3 The Supplier agrees to grant the Client a non-exclusive, non-transferable licence to use the Supplier's audio or video series ('**Media**') in the UK. The Client agrees that, it will not re-produce, replicate or distribute the content of the Media to anyone external to its organisation. The license granted by this clause 6.3, is strictly for use by individuals within the Client's organisation. The Client further acknowledges that all intellectual property rights in the Media, belong to the Supplier, and that the Client has no intellectual property rights in, or to, the Media.

## **7. Data protection**

- 7.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 7, **Applicable Laws** means (for so long as

and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the Data Protection Legislation from time to time in force in the UK and any other law that applies in the UK.

- 7.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the controller and the Supplier is the processor.
- 7.3 Without prejudice to the generality of clause 7.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of the Contract.
- 7.4 Without prejudice to the generality of clause 7.1, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under the Contract:
- (a) process that personal data only on the documented written instructions of the Client unless the Supplier is required by Applicable Laws to otherwise process that personal data. Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Client;
  - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
  - (c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
  - (d) not transfer any personal data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
    - (i) the Client or the Supplier has provided appropriate safeguards in relation to the transfer;



- (ii) the data subject has enforceable rights and effective legal remedies;
  - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
  - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the personal data;
- (e) assist the Client, at the Client's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - (f) notify the Client without undue delay on becoming aware of a personal data breach; and
  - (g) at the written direction of the Client, delete or return personal data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the personal data.

7.5 Either party may, at any time on not less than 30 days' notice, revise this clause 7 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

**8. Limitation of liability: THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

8.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

8.2 Subject to clause 8.1, the Supplier's total liability to the Client shall not exceed the Charges. The Supplier's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.

8.3 The Supplier shall not be liable, in any circumstances for the loss of any individuals' jobs or the failure by any individual to obtain any anticipated promotion, of any of the Clients employees or workers. Any decisions or business choices taken by the Client in this regard, are taken at the sole risk of the Client. The Client shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, and all interest, penalties and legal costs (calculated on a full indemnity basis)) suffered

or incurred by the Supplier as a result of any action that may be brought against it by an employee or worker of the Client.

8.4 The following types of loss are wholly excluded:

- (a) Loss of profits
- (b) Loss of sales or business.
- (c) Loss of agreements or contracts.
- (d) Loss of anticipated savings.
- (e) Loss of use or corruption of software, data or information.
- (f) Loss of or damage to goodwill.
- (g) Indirect or consequential loss.

8.5 The Supplier has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

8.6 The Supplier does not nor is it assumed to have detailed knowledge of the Clients business and how it operates. The implementation or non-implementation of the Deliverables is a decision to be taken by the Client at its sole risk. Any decisions or business choices that are made or taken by the Client whether or not based on the Services are taken at the Clients sole risk. The Supplier shall not be liable to the Client for the performance of its personnel following the provision of any Services.

8.7 The views of any speakers expressed during the provision of the Services, are their own. The Client cannot accept liability for advice given, or views expressed, by any speaker at any event or in any material provided to delegates and clients or within the Deliverables.

8.8 The Client should not rely on the information provided as part of the Services or within the Deliverables as the sole basis for making business, legal or other decisions. The Supplier is not qualified in the areas of Human Resources, Legal or financial. The Client should seek appropriate independent advice before making any such decisions.

8.9 This clause 8 shall survive termination of the Contract.

## **9. Termination**

9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of the other party;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of the other party other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of the other party;
- (e) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party;
- (f) a floating charge holder over the assets of the other party has become entitled to appoint or has appointed an administrative receiver;
- (g) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (h) the other party, being an individual, is the subject of a bankruptcy petition or order;
- (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.1(b) to clause 9.1(i) (inclusive);
- (k) the Other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

- (l) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

9.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Contract on the due date for payment

9.3 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Client and the Supplier if the Client fails to pay any amount due under the Contract on the due date for payment, the Client becomes subject to any of the events listed in clause 9.1(a) to clause 9.1(l), or the Supplier reasonably believes that the Client is about to become subject to any of them.

## **10. Consequences of termination**

10.1 On termination of the Contract:

- (a) the Client shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Client immediately on receipt;
- (b) the Client shall return all of the Supplier Equipment, Pre-existing Materials and any Deliverables. If the Client fails to do so, then the Supplier may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

10.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

10.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

## **11. Cancellation and Postponement**

11.1 The Supplier shall have no liability to the Client under the Contract if it is prevented from, or delayed in performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs, or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil

commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

- 11.2 The Client may cancel or seek the re-arrangement of a seminar (within a reasonable period) provided not less than 6 months' notice in writing is given to the Supplier. If less than 6 months' notice is given, the Client shall be required to pay a percentage of the Charges in relation to the number of days' notice given:

Notice of Cancellation given in writing: Percentage of Charges payable:

6 months or less	40%
3 months or less	60%
2 months or less	75%
1 month or less	100%

- 11.3 If the Supplier is unable to fulfil the Service due to the illness of one of its employees or consultants, or for any of the reasons set out in clause 11.1, the Supplier shall notify the Client by phone and in writing at the earliest possible opportunity. Wherever possible, a replacement trainer will be sought by the Supplier. If this is not possible, the event will be re-scheduled to a mutually convenient date.
- 11.4 If, for whatever reason, it is found necessary to postpone or change the date of the event, the Supplier shall not be liable for any expenditure, damage or loss incurred by the Client.
- 11.5 The Supplier reserves the right to make alterations to any event programme, venue and timings.

## **12. Third party information**

- 12.1 The Supplier may provide links to third party websites or resources. The Client acknowledges and agrees that the Supplier is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

## **13. General**

- 13.1 Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

- 13.2 Assignment and other dealings.**

- (a) The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

**13.3 Confidentiality.**

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, Clients, clients or suppliers of the other party, except as permitted by clause 13.3(b).
- (b) Each party may disclose the other party's confidential information:
  - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13.3; and
  - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

**13.4 Entire agreement.**

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

**13.5 Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**13.6 Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay

by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**13.7 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

**13.8 Notices.**

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in writing from time to time.
- (b) Any notice or communication shall be deemed to have been received:
  - (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
  - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
  - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 13.8(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

**13.9 Third party rights.**

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

**13.10 Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

13.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.





## **Privacy Notice**

### **Who we are**

When we say 'we', we mean The Hughes Company who is the 'data controller' for the information we collect and hold. This means we are responsible for deciding how we can use your information.

### **The information we collect**

We collect information about you from different places including:

- directly from you
- from a third party acting on your behalf e.g. an up line manager/colleague/referral
- from publicly available sources i.e. work phone numbers, email addresses, work address etc.
- when we generate it ourselves

We will only collect your information in line with relevant regulations and law and this may relate to any of our services you apply for, currently hold, or have held in the past.

You are responsible for making sure you give us accurate and up to date information. If you provide information for another person within your organisation, you will need to provide them with a copy of the Privacy Notice and make sure they agree to us using their information for the purposes set out in it.

### **How we'll use your information**

We will use it to provide any services you've requested and other purposes e.g.:

- to confirm your work address
- to carry out your instructions
- to improve our services
- to offer you other services we believe may benefit you unless you ask us not to.

We'll only use your information where we're allowed to by law e.g. carrying out an agreement we have with you, fulfilling a legal obligation, because we have a legitimate business interest or where you agree to it.

### **Who we can share your information with**

We will not share your information with other companies or people outside of our organisation, but progression may be discussed with your line manager where needed.

#### **How long we'll keep your information**

We will keep your information for as long as you have a relationship with us. After it ends, we will keep it where we may need it for our legitimate purposes e.g. to help us respond to queries or complaints, or for other reasons for a period of six years.

#### **Processing Data outside of the UK**

The only information that may be transferred out of the UK is the financial records we hold for invoicing purposes. The accounting services we use a top-tier, third-party data hosting provider (Amazon Web Services) with servers located in the U.S., to host their online and mobile services. Any private information about you as an individual is not transferred beyond our organisation in the UK.

#### **Your rights**

You have a number of rights relating to your information e.g. to see what we hold, to ask us to share it with another party, ask us to update incorrect or incomplete details, to object to or restrict processing of it, to make a complaint etc. You can exercise your rights by emailing your questions, comments and requests to [info@thehughescompany.co.uk](mailto:info@thehughescompany.co.uk)

## **DISCLAIMER**

Our coaching/training sessions are unlikely to fix all problems and cannot provide all the answers.

We cannot and do not provide financial advice, legal advice, HR advice, accountancy advice or any other professional service like the above. You must seek your own advice and make your own decisions following our coaching.

Sessions are to help you in the context of maximising your potential at work and are not a replacement for psychiatry, psychotherapy, therapy, counselling etc. If you think you need any of those services or others, please seek a professional in that area.

Our role is to actively listen, ask questions and coach, share tools, suggestions and ideas.

Your role is to discern the best route forward and choose actions to take knowing your role, your organisation and your circumstances better than we ever could. Take from the sessions what you see as good ideas and drop anything you think is less useful or not a good idea.

It may be sensible to seek other opinions/counsel if our coaching doesn't give you the solutions you want/need, or you may need advice/approval from a team member or superior before proceeding.

There is no guarantee of your success following these sessions. We cannot be held responsible for your actions or results following any sessions. You are under no obligation to do anything or act on any ideas or discussions we have had.

Only take actions you believe are sensible and will do no harm!

**You have been provided with our Privacy Notice and Disclaimer.**

**By receiving this document you agree to the conditions laid out in the above Disclaimer/Privacy Notice.**