

## Terms and Conditions of Business

These Terms and Conditions of Business are applicable to all activities undertaken by IMAGINATIVEHR, unless specifically amended or waived in a proposal or contract to undertake work.

### A) The Services

1. Unless otherwise specified in the proposal, the services shall be provided only during normal daytime working hours. Any such Weekend/Public Holiday or evenings/night shift working may be charged at an enhanced rate.
2. IMAGINATIVEHR may provide the services in such a manner as in its absolute discretion it considers to be of the most use to the client, and to any of the client's employees who are party to the services.
3. To enable IMAGINATIVEHR to provide the services, the client shall, within a reasonable period before the commencement date, provide IMAGINATIVEHR with all such details relevant to the engagement as IMAGINATIVEHR may reasonably have requested.
4. To enable IMAGINATIVEHR to provide the services, unless otherwise agreed, the client will provide, free of charge, where applicable, a suitable and sufficient location for providing the services.
5. The client shall permit IMAGINATIVEHR and its nominated employees unrestricted access (subject to normal company security requirements) during the client's normal working hours to all locations where the services are to be provided. The client shall ensure that all such locations, the access thereto and the facilities to be provided by the client are safe and without risk to health.
6. Notwithstanding any agreed client feedback requirements in the process of carrying out the services on the client's behalf, IMAGINATIVEHR shall not be obliged to provide the client with personal information on any employee employed by the client whom IMAGINATIVEHR comes into contact with in the delivery of the services, beyond the terms of the core agreed services. This information will be treated by IMAGINATIVEHR as strictly confidential.
7. Any preparation and development of bespoke material will be identified in the IMAGINATIVEHR proposal/quotation. Any material alteration to that proposal must be agreed in writing and may result in additional charges.

### B) Cancellations and Postponements

1. Notwithstanding any billing terms which are already specified in IMAGINATIVEHR's proposal, and which have already been accepted; once any consultancy services, client engagement, assessment, diagnostic, workshop, training course, project or programme has been booked; should it not proceed,

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for whatever reason, within the periods of notice specified below, or by non-attendance, then IMAGINATIVEHR reserves the right to charge a cancellation fee as follows:

- With less than 20 working days' notice – 40% of the fee for that element
- With less than 5 working days' notice – 100% of the fee for that element

2. When dates of services are changed, at the Company's request, with less than 5 working days' notice, IMAGINATIVEHR reserves the right to charge for costs involved.

3. In the case of individuals booked on open training courses, a suitable substitution may be made at any time. Individual transfers to a future programme, with less than 10 working days' notice, may be charged a 10% administration fee.

## C) Payment

1. All prices quoted are exclusive of VAT and expenses, which (unless otherwise agreed prior to the acceptance of IMAGINATIVEHR's proposal), will be charged at the applicable rate, as detailed in the current expenses document, including any mileage incurred in the course of carrying out the assignment, at £0.50 (50p) per mile.

2. Consultancy days for the delivery of agreed services - the client acknowledges that the total price for the services shall be payable in full per IMAGINATIVEHR's original proposal terms, which have been accepted by the client. These will vary according to the consultancy services delivered from time to time, but will have been unambiguously stated in IMAGINATIVEHR's original proposal terms. Unless otherwise specified in the original proposal terms, related to agreed natural project milestones, the total price for the services shall be payable in full at the commencement of the assignment.

3. Individual programmes, including eg. executive coaching, career reviews, and outplacement – the client acknowledges that, unless otherwise specified, the total price for the services shall be payable in full once the employee commences their programme, regardless of the extent to which the employees take advantage of the services and notwithstanding that IMAGINATIVEHR may achieve early success.

4. Unless otherwise agreed in writing, payment for a Training Course is due in full not less than 30 days before the start of the Course. The booking confirmation will indicate whether a deposit is required.

5. All fees and expenses of IMAGINATIVEHR that are to be paid by the client shall be invoiced regularly and are payable on presentation. IMAGINATIVEHR may charge interest in accordance with the "Late payment of Commercial Debts (interest) Act 1998".

## D) General

1. The client shall not directly or indirectly during the contract, or for a period of one year after its termination, solicit or entice away any employee or independent contractor of IMAGINATIVEHR.

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2. A named consultant, coach or trainer is not part of any contract proposal and therefore we reserve the right to change the consultant, coach or trainer provided that it does not adversely affect the content or conduct of the project, assignment, course or programme.
3. All project, course and support material is the copyright of IMAGINATIVEHR Associates Limited unless otherwise specified.
4. IMAGINATIVEHR reserves the right not to admit or to expel delegates from IMAGINATIVEHR events without liability if in our absolute discretion their behaviour is inconsistent with our reputation or the management of the course or programme.
5. IMAGINATIVEHR must be informed in writing of any medical condition that may affect a company employee or others who IMAGINATIVEHR will be working / collaborating with in delivering the services (e.g. epilepsy, diabetes), such information being kept in strict confidence.
6. IMAGINATIVEHR reserves the right to change the content and timetable of an assignment, course or programme if, in so doing, the objectives of the assignment, course or programme can be better met. Where practicable, notice will be given of any proposed changes.
7. IMAGINATIVEHR shall have no liability for any consequence of force majeure including, but not limited to, severe weather, acts of Government, strikes, transport delays, or unavailability of personnel due to illness.
8. Our contract with you is made under English law and any dispute will be dealt with in the English courts if alternative dispute resolution procedures fail or we cannot resolve the matter amicably.