



1. FACE2FACE CONSULTING

1 *Introduction*

- 1.1 These are our standard terms of business and apply to all the work we carry out for our clients. Our engagement letter will contain additional information and terms of business and if there is any conflict between these terms of business and those contained in the engagement letter, the latter will apply.

2 *Work to be undertaken by Face2Face Consulting Ltd*

- 2.1 We will agree the work which we will carry out and we will confirm this in writing in our engagement letter.
- 2.2 We will also agree any work which is specifically excluded or which is to be undertaken by others where such definition is deemed to be appropriate.
- 2.3 You need to let us have clear and full instructions, all relevant documents and details of any time limits, other constraints or commercial considerations at the outset, so that we have a clear understanding of your objectives for each commission or instruction. We will agree these with you and explain the key issues.

3 *Face2Face Consulting personnel*

- 3.1 We operate a Client Relationship Director. Each client has a Director with overall responsibility for the quality of service to the client. We will agree your client relationship Director with you. For each commission, you will be given details of the consultant with day-to-day responsibility for the work and the supervising Director.
- 3.2 If it becomes appropriate to involve other consultants you will be advised and where possible this will be discussed with you.

4 *Our charges*

- 4.1 Our standard arrangement is to charge based on the time we have spent and to bill you monthly for this, together with disbursements which we incur on your behalf.
- 4.2 We will agree our hourly charging rates with you at the outset. They are subject to annual review on 1st April. We will advise you of any changes.
- 4.3 Our rates may vary for different specialisations and types of work. If we agree a rate for a particular type of work and you later instruct us for a different type, we will agree the new rates with you.
- 4.4 We also charge for disbursements, out of pocket expenses and VAT where applicable. Out of pocket expenses include photocopying and travel. We do not charge for faxes and telephones.
- 4.5 We record time in 15 minute units and multiples of these. Time is charged for all work and advice, correspondence, telephone calls, reviewing, preparing and drafting documents, attending meetings (including travel time) and all other time incurred on each commission, including the preparation of attendance notes and memoranda, supervision and collating and preparing documents.

- 4.6 We may agree a fixed fee for particular commissions. If so it will be based on the following assumptions, in addition to any specific assumptions set out in the matter engagement letter:
- 4.6.1 Disbursements and VAT are payable in addition
 - 4.6.2 There will be no substantial renegotiation of terms once we have commenced our work
 - 4.6.3 The Commission will be concluded reasonably smoothly
 - 4.6.4 Completion takes place by an agreed date
- 4.7 Each of our invoices will be a self-contained bill being a charge for work done and so far as possible disbursements and expenses incurred during the period covered by the bill.

5 *Estimate of Our Costs*

- 5.1 If requested we will provide an estimate of our fees. We will also provide an estimate for any likely significant disbursements.
- 5.2 We make every effort to ensure our costs estimates are as accurate as possible, although particularly in complex project it can be difficult to predict the costs, especially at the outset. We may therefore provide an estimate within a range or for a stage of the work. If so we will provide revised estimates as the case progresses and/or for subsequent stages and at least every 6 months.
- 5.3 We will provide a revised estimate if the commission changes significantly.
- 5.4 Our estimates are based on the information you provide to us. We may need to revise them if additional information comes to light.
- 5.5 If you want to set a limit to our costs and/or disbursements for a particular commission or project, please let us know and we will not exceed the limit agreed without your prior approval.
- 5.6 Variations to the Services (including reductions and increases to the level of work) shall be agreed in writing by both Parties. The value of an increase in the cost of the Services shall be calculated according to the scale of fees being charged by us at the date of the variation whereas the value of any reduction in the cost of the Services shall be calculated in accordance with the scale of fees charged by us at the date that the Fee Arrangements were agreed.

6 *Payments*

- 6.1 For the purposes of this Clause 6 we shall keep full records of the time spent by our personnel or Associates in the provision of the Services and upon written request from the Client (such request not to be made more than once per calendar month) Face2Face Consulting shall provide to the Client or its authorised agent copies of such records (in relation to our time charge commissions).
- 6.2 Payment is due within 30 days of the date of issue of our invoices. Where amounts invoiced remain unpaid when due, we reserve the right to charge interest on those amounts at either 3% above our current banker's base rate or the current rate of statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998 (whichever is the higher).

- 6.3 Where the Client disputes the amount of any invoice in good faith, it shall pay any amount which is not in dispute in accordance with Clause 6.1, but may withhold the disputed amount pending resolution of the dispute in accordance with Clause 7. Any dispute regarding an invoice must be raised within 7 days of receipt with the client relationship director.
- 6.4 If it becomes necessary to incur significant disbursements we reserve the right to ask you to make a payment to us on account of those disbursements before we incur them. We will not incur such disbursements without first agreeing them with you.
- 6.5 We are also entitled to retain files, documents and other property held by us until payment is made.
- 6.6 Payment of invoices should be made in sterling either by cheque, drawn on a London bank, or direct to our bank account shown below. Please ask your bank to send the monies net of all charges.

CAF Bank
25 Kings Hill Avenue
Kings Hill, West Malling
Kent, ME19 4TA
Sort Code : 40-52-40
Account number :
00025795

- 6.7 Interest shall be payable by the Client on any overdue amounts and any amounts withheld under Clause 5.3 which are eventually agreed or determined to be payable to Face2Face Consulting at the rate of statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998 from time to time.
- 6.8 All amounts payable shall be paid without set-off or deduction in respect of any claim or dispute, but without prejudice to any claims or rights either party may have against the other.

7 Complaints Procedure and Dispute Resolution

- 7.1 We are committed to providing a quality service to all our clients and are confident that you will be entirely satisfied with our work together, but we do have a complaints procedure. If you have any concerns, please speak to your client relationship Director.
- 7.2 Either party ("the Referring Party") may refer a dispute ("the Dispute") to adjudication by serving a notice (an "Adjudication Notice") on the other party ("the Responding Party"). The Adjudication Notice shall include a concise summary of the nature and background of the dispute and the issues arising and a statement of relief claimed.
- 7.3 The Adjudicator appointed to decide the dispute shall be nominated by the President of the Chartered Institute of Arbitrators on the application of either Party. It is the intention of the Parties that the Adjudicator be appointed and the Dispute referred to him within 7 days of the service of the Adjudication Notice.

- 7.4 The Referring Party shall send to the Adjudicator within 7 days of service of the Adjudication Notice (or as soon thereafter as the Adjudicator is appointed) and at the same time copy to the Responding Party, a Statement of Case including a copy of the Notice of Adjudication, the Contract and this Novation Agreement, details of the circumstances giving rise to the Dispute, the reasons why it is entitled to the redress sought, and any evidence upon which it relies.
- 7.5 The Adjudicator shall reach a decision within 28 days of Referral or such longer period as is agreed by the Parties after the Dispute has been referred to him. The Adjudicator shall be entitled to extend the period of 28 days by up to 14 days with the consent of the Referring Party. The Adjudicator shall give written reasons for his decision.
- 7.6 The Adjudicator's decision shall be implemented without delay and shall be binding until the Dispute is finally determined by legal proceedings.

8 *Termination*

- 8.1 Either party may terminate the contract immediately if the other party commits a serious breach of the contract and in the case of a serious breach capable of remedy (which includes any failure to pay an invoice raised and due for payment under Clause 6) the party committing such a breach fails, within 30 days of receipt of a notice from the other party specifying the breach, to remedy such breach.

9 *Consequences of Termination*

- 9.1 If the Contract is terminated in accordance with Clause 8 Face2Face Consulting shall as soon as reasonably practical and in any event within one calendar month vacate premises (if any) made available by the Client in accordance with the contract.
- 9.2 Face2Face Consulting shall provide such reasonable assistance as may be required to allow another person to take over the provision of any outstanding Services following the termination of the contract.
- 9.3 The termination of the contract shall not prejudice or affect any rights and obligations of either party which have accrued on or before termination.
- 9.4 If you terminate our contract, we will prepare invoices for all outstanding work and submit them as soon as reasonably possible. We are entitled to retain all files documents, property and monies held by us on your behalf until those invoices have been prepared, issued and settled

10 *Communications*

- 10.1 We will communicate with you and with others by letter, fax, telephone and email. Please let us know if any of these methods is insecure or inappropriate. As you will be aware email carries particular risks e.g. of non-delivery and security breaches.
- 10.2 We endeavour to protect the integrity of computer systems by screening for viruses and we expect you to do the same.
- 10.3 We carry out regular client surveys to enable us to monitor and improve our service standards. We would be grateful if you agree to participate if you have the opportunity.

11 Confidentiality

- 11.1 Much of the work we carry out is on a confidential basis and such will not be disclosed to others except where we are required by law to do so. From time to time we may request from you, permission for us to disclose details of our commissions with you, when this information deemed to be in the interests of Face2Face Consulting (e.g. in support of our marketing information).
- 11.2 We will be entitled to refer to you as our client in publicity, marketing and other materials, but we will not disclose the nature of the work we carry out for you without your consent or unless it is otherwise in the public domain.
- 11.3 Modern communications and working methods such as mobile phones, laptops and home working carry additional risks of confidentiality and security breaches and we will work with you to reduce these as far as possible. If you have any specific requirements please tell us and we will agree appropriate arrangements.
- 11.4 We are subject to regulatory requirements which include auditing by our accountants. As part of their work they will normally need to have access to our files and therefore to confidential information. They are subject to confidentiality arrangements in their contract with us. Similarly files may be subject to external auditing for accreditation and quality assessment programmes. If this could cause any problems for you, please let us know.
- 11.5 The reports, information and advice we provide to you are given in confidence and are provided on condition that you undertake not to disclose these or any other confidential information provided by us to you during our work, to any 3rd party without our prior written consent.

12 Client Documents

- 12.1 If you provide us with documents or similar items, we will return them to you at the end of the transaction, subject to our fees having been paid. You can, of course, request their return at any time before then.
- 12.2 Our working materials and all correspondence between us will remain our property.
- 12.3 We retain all copyright and other intellectual property rights in all reports, written advice and other materials provided by us to you.

13 Data Protection Act 1998

- 13.1 In acting for you we and our successors may have access to personal data for which you are the data controller (as defined in the General Data Protection Regulations 2018). In having access to and processing such data we will be acting as your data processor and will only use the personal data in connection with providing you advice and services.
- 13.2 We have in place measures to prevent unauthorised and unlawful processing of personal data and to prevent accidental loss or destruction or damage to personal data.

- 13.3 We may use personal data which we hold about you or individuals within your business for the purpose of contacting you about other services we may offer and/or to deal with third parties as part of any restructuring, merger or transfer of all or any part of our business

14 *Limit of liability*

- 14.1 Our maximum liability to you for breach of this contract shall be to £1,000,000 (one million pounds) or such other amount (if any) as is expressly set out in our engagement letter.
- 14.2 We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.
- 14.3 You also agree that you will not bring any claim arising out of this retainer against any individual member or employee of Face2Face Consulting.
- 14.4 These limitations apply only to the extent that they are permitted by law.
- 14.5 In particular they do not apply to any liability for death or personal injury caused by negligence.
- 14.6 We may be prepared to agree a higher limit of liability for certain transactions, in which case higher fee rates will apply. Please discuss any variations with your client relationship partner. Any contract relating to our limit of liability must be confirmed in writing.
- 14.7 The term "Director" may refer to a Director, employee or consultant of Face2Face Consulting.

15 *Draft Reports*

- 15.1 No reliance will be placed by you on draft or interim reports and advice (oral or written) provided by us, since these may vary significantly from any final report or advice.

16 *Third Parties*

- 16.1 The advice we provide is for the benefit of the business or individual client to whom our engagement letter is addressed. No benefits under our contract are to be conferred by you to any third party without our written consent.
- 16.2 If you disclose any of our advice or reports to a third party, you will make it clear to the third party that we accept no responsibility to them.
- 16.3 If we do consent to copies of our advice being provided to a 3rd party we will be entitled to charge an additional fee for providing such consent. The amount of the additional fee will be agreed direct with the 3rd party which will be responsible for payment.

17 *Law*

- 17.1 Our relationship is governed by English Law and if there is any dispute, the English courts shall have exclusive jurisdiction.

18 *Previous Contract(s)*

- 18.1 This contract replaces all previous representations and contracts between us. Your continuing instructions will amount to acceptance of these terms.

