

TERMS OF BUSINESS

(1) AGREEMENT

- (1) Your **Agreement** with us, which provides a framework for the provision of Services by us to you, is made up of **the Terms**, including: (i) the **Order Form(s)**; (ii) **Modules**; (iii) these Terms of Business (**these Terms**); and (iv) **Data Protection Terms**.
- (2) If you place an Order or instruct us to provide Services, you agree to the Terms, even without signing.
- (3) The Terms apply to the Services we provide and your interactions with us going forward.
- (4) If anything is inconsistent in the items in clause 1.1, a term in one higher in the list will have priority.
- (5) In the Agreement, **agreed** means agreed in writing by the parties, and **writing/written** includes email.

(2) SERVICES

- (1) **Services.** We offer a variety of services, and at the heart of these are **Deliverables** (outputs of the services) (together, the **Services**) developed by us and/or our Team in any form, as agreed from time to time. Services are provided to you on a non-exclusive basis.
- (2) **Team:** affiliates, directors, officers, subcontractors, consultants and employees (and those of affiliates).
- (3) **Agreeing Services.** The parties can agree Services in principle from time to time in an order form (**Order Form**) or, where agreed, via email. If we agree to provide those Services, both parties shall execute an Order Form or, where applicable, mutually agree the details via email (**Confirmation**).
- (4) **You may request changes to the Services** (e.g. specification, scope, execution or timing) or additional Services not in the original scope agreed, in each case chargeable at our prevailing prices and subject to written agreement setting out the effect (if any) on the Terms, Services, Charges or timetable.
- (5) **Timetable.** We'll use commercially reasonable endeavours to meet any timetable agreed in the Order Form, provided that you and/or your Team engage us reasonably, provide clear and timely instructions throughout and cooperate in all material respects to enable us to provide the Services.
- (6) Unless otherwise agreed, you are not obliged to request or require the performance of any Services, nor shall we be obliged to perform them, we shall decide the methods and ways in which we deliver the Services, and we may use the equipment, premises or time zone as we in our sole discretion may see fit.

(3) TERM AND TERMINATION

- (1) **Commencement.** The Agreement commences (becomes legally binding) from the **Effective Date**, which is the date of the first Confirmation or on an earlier date specified in the Order Form or via email.
- (2) **Duration.** The Agreement continues until you let us know in writing that you'd like to end it, or vice versa. However, the earliest it can end is once all the agreed Services are provided, plans have ended and after the expiry of any agreed minimum term (if applicable). No terms in the Agreement shall restrict our termination or suspension rights under clause 3.5 or as per the Order Form or Modules.
- (3) **Plans.** Unless otherwise agreed: (a) plans for Services (e.g. retainers or other recurring Services) start on the agreed date for an initial period and auto-renew until cancellation; (b) each such period is a billing cycle; (c) to cancel, either party may give written notice during one period and the plan cancels at the end of the next, unless there's a minimum term, the last day of which is the earliest possible end date.
- (4) **Termination or expiry of the Agreement** does not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry.
- (5) (a) **We have the right to end the Agreement** or Licenses, or suspend provision of the Services, immediately by giving written notice to you, if: (i) you materially (seriously) breach the Agreement and this cannot be resolved, or if it can be and you don't do so within 14 days of our request; (ii) you don't pay us an amount we're owed for 14 days or more after the payment due date; (iii) you repeatedly breach the Terms; (iv) you stop or threaten to stop all or a substantial part of your business, or become insolvent; (v) you die, become incapable of managing your own affairs, or go bankrupt; (vi) any promise, statement or assurance given by you in the Agreement or our course of dealings is found to be untrue or fraudulent;

(vii) you commit a crime; (viii) you undergo a change of control; or (ix) as per the Modules. (b) Doing so doesn't affect our legal rights or remedies.

(6) **When the Agreement ends**, for any reason, you agree to do the following promptly: (a) pay our outstanding unpaid Charges for Services provided until the Agreement end date, and any interest and pre-agreed expenses; (b) stop using the Services for which payment has not been made by you; (c) stop using the Deliverables (unless the Licenses allow you to, if applicable); (d) return our property (unless the Licenses allow you to keep it, if applicable); and (e) upon our request, return anything containing our confidential information, and erase it from your systems.

(4) CHARGES AND PAYMENT

(1) **Charges.** You agree to pay us the **Charges** for Services provided, which are the prices quoted to you in writing. Pre-agreed and evidenced expenses incurred by us are charged to you at cost.

(2) **Charges and scope of Services.** New Charges apply to scope changes and additional Services agreed.

(3) **Due dates.** Charges are due on the date(s) specified in the Order Form. If dates aren't specified, Charges become due in full in advance before we provide any Services, and in the case of recurring Services such as plans, Charges are due in advance on the first day of each billing cycle of your plan. In all of the above scenarios, we'll submit invoices to you in line with the due dates, payable on receipt.

(4) **Advance payments and deposits.** We may require you to pay Charges or any other sums in advance to secure our time before the Services start, for example retainers or deposits.

(5) **Time allocations.** Any time allocated to you (e.g. retainers or pre-agreed timeslots for any Services) that remain unused at the end of a given period do not carry over or accumulate.

(6) **How to pay.** Electronic bank transfer, unless we notify you any time that we require direct debit, in which case you authorise us/our third party payment processors to charge your Payment Method (an up-to-date, valid, accepted, authorised method of payment) for the Charges on or after the due dates.

(7) **Billing.** If required by us at any time, you agree to promptly provide up-to-date, accurate and complete billing information and one or more Payment Methods, or set up direct debit.

(8) **Taxes.** Charges quoted exclude VAT, which you agree to pay to us at the prevailing rate (if applicable).

(9) **Interest** is charged to you on overdue sums from the due date until payment, whether before or after judgment, which will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

(5) YOUR RESPONSIBILITIES

(1) **To enable us to provide the Services**, you agree to: (a) co-operate with us, including by appointing a single point of contact or project manager; (b) (if applicable) to enable us to provide the Services, provide, for us and our Team, in a timely manner and at no charge, access to your information, data, documentation, websites, products, software, systems, premises, and other facilities or things as necessary for us to perform our obligations; (c) provide, in a timely manner, accurate and complete information and instructions that we request from time to time, including **Client Materials**, which includes all content, data, documents, drawings, equipment, information, items, materials, specifications and tools in any form supplied by you to us; (d) obtain and maintain all necessary licences, permissions and consents which may be required; (e) inform us of all health and safety or security requirements that apply, and if you wish to make a change to those requirements which will materially affect provision of the Services, you'll need our prior written consent.

(2) **Managing delays.** (a) If our ability to perform the Services is prevented or delayed by you or your Team defaulting on any obligation listed in clause 5.1: (i) we will be entitled to suspend our performance of the Services until you're able to resolve things, and to rely on such to relieve us from the performance of the Services; (ii) we shall not be liable for any costs, Charges or losses sustained or incurred by you that arise directly or indirectly from such prevention, delay or suspension, and we shall be entitled to payment of applicable Charges and any pre-agreed third party costs and expenses regardless; (iii) it will be your responsibility to reimburse us on written demand any additional reasonable costs, expenses, Charges or losses we sustain or incur that arise directly or indirectly from such prevention or delay.

(6) INTELLECTUAL PROPERTY

(This clause applies even after the Agreement ends)

(1) **Ownership of the IPRs.** (a) You and your licensors shall retain ownership of all Intellectual Property Rights (**IPRs**) in the Client Materials. (b) Except where otherwise expressly provided in the Agreement, we and our licensors shall retain ownership of all IPRs in the Deliverables, excluding Client Materials incorporated in them (**Business IPRs**). **IPRs** include patents, copyright, trade marks and service marks, business names, rights in designs, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered globally.

(2) **The Licenses.** We may grant you licences (collectively, **the Licenses**) to use the Deliverables, as per this clause 6 and the Modules. You may not sub-license, assign or otherwise transfer or deal in any or all of the rights granted to you under the Licenses without our prior written consent.

(3) **License.** Subject to your payment of our Charges in full and continued adherence to the terms and conditions of the Terms (including the Licenses), and subject to clauses 6.4, 6.5 and 6.6, we grant you, or shall procure the direct grant to you of, a perpetual, worldwide, non-exclusive, non-transferable licence to use the Business IPRs for the purpose of receiving and using the Deliverables in your business, excluding any parts of the Deliverables subject to separate licensing arrangements as specified in the Modules.

(4) **Restrictions.** Except as otherwise agreed, you may not use, copy, modify, download, archive, reproduce, distribute, display, perform, publish, license, create derivative works from or offer for sale, the Deliverables, or do anything else with them that is not expressly permitted in the Agreement.

(5) **Pre-existing Work:** the following elements incorporated into the Deliverables remain our property: the works, concepts, strategies, ideas, items and materials or anything else either developed or procured to be developed by us or our Team at any time for use in relation to our business or any or all of our customers or clients generally, and not specifically for the provision of the Services to you. We hereby grant you (and if those elements shall include any third-party materials, shall provide commercially reasonable assistance to procure the grant from these third parties) the following license to use those elements as part of the Deliverables, if you pay our Charges in full: a perpetual, worldwide, non-exclusive, non-transferable licence to use the Business IPRs to use the Deliverables in your business.

(6) **We will be free to use all concepts, techniques, research and know-how** employed or developed by us in the provision of the Services (excluding the Client Materials), and we will be free to perform similar services for our other customers or clients using general knowledge, skills and experience, and all pre-existing methodologies and techniques developed by us at any time. You acknowledge that we may use products, materials, or methodologies proprietary to us or a third party in our creation and delivery of the Deliverables and, during the course of doing so, may create proprietary materials or methodologies that are not part of the Deliverables. You agree that you will not have or obtain any rights in such proprietary products, materials and methodologies.

(7) **The license you grant us.** You grant us a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to use, copy and modify the Client Materials for the term of the Agreement for the purpose of providing the Services to you in accordance with the Agreement.

(8) **Intellectual property warranty.** You confirm that our and our Team's use of the Client Materials shall not infringe the rights, including any IPRs, of any third party.

(7) LIMITATION OF LIABILITY

(1) Limitation of liability

(a) References to liability in this clause 7 includes every kind of liability arising under or in connection with the Agreement, for example liability in contract, tort (including negligence), misrepresentation, restitution, breach of statutory duty, or otherwise.

(b) We do not exclude or limit in any way our liability to you where it would be unlawful to do so, which includes these exceptions: for example, liability for death or personal injury caused by negligence; fraud or fraudulent misrepresentation; and breach of the terms implied by section 2 of the Supply of Goods and Services act 1982 (title and quiet possession).

(c) To the fullest extent permitted by law, and subject to the exceptions above, the following types of loss arising out of or in connection with the Agreement are wholly excluded by us: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of use or corruption of software, data or information; (v) loss of or damage to goodwill; (vi) indirect or consequential loss; and (vii) for the avoidance of doubt, including loss arising as a result of our complying with our legal and regulatory duties.

(2) **Cap on liability.** Subject to the exceptions above, our total aggregate liability to you arising under or in connection with the Agreement is limited to 100% of the applicable Charges relating to the Services that gave rise to the claim during the 12 months immediately preceding the date the claim arose.

(3) **Indemnity.** You shall indemnify us against all direct liabilities, costs, damages and reasonable direct losses suffered or incurred by us arising out of or in connection with any claim brought against us for infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt or use of the Client Materials by us. This clause survives termination or expiry.

(8) DATA PROTECTION. (1) You and us agree to comply with the relevant obligations under applicable data protection laws when processing personal data in connection with the Agreement. (2) We will process your personal information in accordance with our Privacy Policy, including to provide the Services, process your payment for the Services, and inform you about similar products or services that we provide (you may stop receiving these at any time by contacting us).

(9) NON-SOLICITATION. You agree not to, directly or indirectly, solicit or poach, or otherwise entice away, any person from our Team at any time until 12 months after the Agreement ends, without our prior written consent. Nothing shall prevent you from posting a general hiring advertisement.

(10) EVENTS OUTSIDE OUR CONTROL (FORCE MAJEURE). If anything beyond our reasonable control occurs that prevents or delays our duties under the Terms, we're not responsible. If something like this does happen, we'll let you know, and our responsibilities will be paused for its duration. If the disruption lasts more than 60 days, either party can cancel the Agreement immediately with written notice, and you'll need to pay the Charges and expenses or costs we've incurred up to the date of cancellation.

(11) ASSIGNMENT AND OTHER DEALINGS. (1) We may subcontract, delegate or substitute any or all of our rights or obligations under the Agreement. (2) We may appoint a suitably qualified and skilled subcontractor to perform the Services instead of us, and we shall remain responsible for all acts and omissions of our subcontractors as if they were our own. (3) (a) The Agreement is personal to you, and you shall not assign, transfer, subcontract, delegate or deal in any other manner with any of your rights and obligations under it, without our prior written consent. (b) We may do so, including by novating the Agreement (transfer all our rights and obligations under it), at any time to any person with written notice.

(12) CONFIDENTIALITY. (1) Each party agrees to keep information concerning the business, affairs, customers, clients or suppliers of the other party strictly confidential except (a) when it's necessary to disclose it to a party's Team on a need-to-know basis and so long as said recipients are procured to also comply with this clause 12; or (b) as may be required by law, regulation, a court of competent jurisdiction or any governmental, judicial or regulatory authority. (2) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Agreement.

(13) ENTIRE AGREEMENT. The Agreement constitutes the entire agreement between us and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

(14) VARIATION. No variation of the Agreement by you or us has any effect unless it is agreed in writing.

(15) WAIVER. If a party chooses not to enforce a right or use a remedy, it must clearly state this in writing, which doesn't mean they give up any rights or remedies. Not immediately using a right or remedy doesn't mean it's waived. Using a right or remedy partially or once doesn't stop its future use or effect.

(16) SEVERANCE. If any provision or part-provision of the Agreement 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 that's not possible, the relevant provision or part-provision shall be deemed deleted. Any such modification or deletion shall not affect the validity and enforceability of the rest of the Agreement.

(17) COMMUNICATION AND NOTICES. Any communication between you and us relating to the Agreement must be in writing, using the latest contact details provided. Notices are considered received when signed for in person, two business days (in England) after mailing, or on email transmission.

(18) THIRD PARTY RIGHTS. Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement. The rights of the parties to rescind or vary the Agreement are not subject to the consent of any third party.

(19) COUNTERPARTS. The Agreement may be executed in counterparts, constituting one Agreement.

(20) NO PARTNERSHIP. The Agreement is not intended to (nor shall it be deemed to) establish any partnership or joint venture between you and us, constitute any party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other.

(21) SURVIVAL. Every provision of the Agreement that expressly or by implication is intended to, shall come into or continue in force on or after its termination or expiry.

(22) STATUS. Our relationship to you will be that of independent contractor and nothing in the Agreement shall render us (nor our directors, if applicable) an employee, worker, agent or partner of yours, and we won't hold ourselves out as such and, if applicable, shall procure that our directors don't.

(23) GOVERNING LAW AND JURISDICTION. The Agreement and any related dispute or claim will be governed by and construed according to the laws of England and Wales. Both parties irrevocably agree that only the courts of England and Wales have the authority to settle any dispute or claim.

MODULES

This schedule of Modules includes supplemental terms and is part of, not separate to, the Agreement.

AGREEMENT

Updates to the Terms	We may amend the Terms from time to time and updates are effective immediately upon written notice to you by email. If any update materially adversely affects your rights and obligations, those changes will be effective no sooner than 30 days after we notify you. Your continued use of the Services means you agree to such changes.
Definitions	Capitalised terms not defined in the Order Form or Modules, have the meanings given to them in the Terms of Business.

TERM & TERMINATION

Abusive behaviour	We have the right to end the Agreement or Licenses, or suspend provision of the Services, immediately by giving written notice to you, if in our opinion you act in an inappropriate, bullying, harassing, aggressive or intimidatory way towards us, any of our Team, or any other person using the Services.
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INTELLECTUAL PROPERTY

Promotional Materials	You grant us permission to use testimonials provided by you (including, as applicable, your name, image and business name/logo) to promote our Business and Services anywhere.
Copyright notice	We or our Team are the owner or the licensee of all Intellectual Property Rights in our materials, online and offline, in any form. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may not use, copy, modify, download, archive, reproduce, distribute, display, perform, publish, license, create derivative works from or offer for sale, our materials, or do anything else with them that is not expressly permitted in the Agreement. You must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of materials must always be acknowledged.

License	License. (This provision overrides clause 6.3 in the Terms of Business.) Subject to your payment of our Charges in full and continued adherence to the terms and conditions of the Terms (including the Licenses), and subject to clauses 6.4, 6.5 and 6.6 of the Terms of Business, we grant you, or shall procure the direct grant to you of, a revocable, worldwide, non-exclusive, non-transferable, non-sublicensable licence to use the Business IPRs for the following Deliverables for the purpose of receiving and using those Deliverables in your business for internal purposes only for the following term, unless another term is expressly agreed between the parties in writing: (a) Deliverables excluding any Recordings: perpetual.
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	(b) Recordings. Recordings of any live/virtual presentations, including workshops or talks (Recordings): term of the Agreement only. Restrictions. (This provision supplements clause 6.4 in the Terms of Business.) Recordings. The Client needs our prior consent in writing to: (i) use Recordings for any other purpose than those expressly set out in this Agreement; (ii) use the Recordings in any member of the group of companies to which the Client belongs other than the Client.
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