

1 CONTRACT

An unconditional confirmation in writing is required, be it in the form of a purchase order, or an email confirming the assignment. This is regarded as acceptance of our Terms of Business which apply from the date of this correspondence, to the exclusion of any others.

2 PAYMENT

Payment shall be by bank transfer. Our usual practice will be to invoice once work has been delivered. Salomons Consultancy Ltd reserves the right to require payment in whole or in part in advance prior to the assignment, the amount of which will be determined by the Directors of Salomons Consultancy Ltd.

3 PRICES and INVOICING

All prices are quoted exclusive of VAT which will be added at the Standard Rate (currently 20%).

Invoices will be submitted in accordance with specific billing arrangements agreed between Salomons Consultancy Ltd and the organisation.

Payment is due thirty days from the date of the invoice.

Outstanding Invoices - Salomons Consultancy Ltd reserves the right to charge interest on overdue accounts at 8% above the Royal Bank of Scotland's Base Rate plus a compensation penalty. In addition, we may decide to take legal action where necessary to recover the debt. All fees incurred in recovering the said debt will be the liability of the client in question.

We will use the guidance provided by the Small Business Commissioner.gov.uk to calculate the interest and the appropriate compensation level due in this regard. This can be found at the Small Business Commissioner.gov.uk website: [Calculate interest on an unpaid invoice – Small Business Commissioner](#)

4 CANCELLATION

a) If the organisation cancels a booking, the following charges will be imposed at Salomons Consultancy Ltd's discretion. For cancellations of more than four weeks prior to the start date there will be no cancellation charge other than all expenses already incurred. For cancellations between four weeks and three weeks prior to the start date the charge will be, up to 50% of the total fee plus all expenses already incurred. For cancellations between three weeks and two weeks prior to the start date the charge will be up to 75% of the total fee plus all expenses already incurred. For cancellations between two weeks and eight calendar days prior to the start date the charge will be up to 85% of the total fee plus all expenses already incurred. For cancellations of one week (seven calendar days) or less prior to the start date and for failing to attend, the charge will be 100% of the fee plus all expenses already incurred.

b) In the case of a specific participant cancelling, a nominated substitute may be made without any additional charge.

c) Any alteration to the above cancellation terms should be clearly stated below in: d)

d) None agreed for this contract.

5 NON-ARRIVAL/ ATTENDANCE CHARGES

The failure of attendance by participants, remains the responsibility of the client organisation and as such their non-attendance will not be reimbursed and will still be charged at the agreed full rate.

6 DAMAGE

The organisation shall be responsible for any damage caused to any equipment and allocated rooms or the furnishings, utensils and equipment therein by any act, default or neglect of the participant or guests of the participant, and shall on demand pay the amount required to make good or remedy any such damage.

7 ADDITIONAL CHARGES

The organisation shall pay Salomons Consultancy Ltd any charges incurred by them or their guests for any food and beverage or other services supplied extra to this Agreement.

8 PERSONAL CONDUCT

The participants agree to be bound by all reasonable instructions of authorised representatives of Salomons Consultancy Ltd in relation to their personal conduct.

9 CONFIDENTIALITY

Salomons Consultancy Ltd undertakes to respect the participants requirements for the confidentiality of information, including safeguarding of information about current, past or prospective employees.

10 COPYRIGHT AND INTELLECTUAL PROPERTY

In respect of materials which attract copyright regulations, the client, the organisations involved and the participant's attention is drawn to these regulations which must be adhered to. Permission must be obtained in writing from Salomons Consultancy Ltd prior to the use or reproduction of the materials.

- a) All documents, document templates, and all other designs, and artwork used in the design and production of services developed and provided during the course of the Project, remain property of Salomons Consultancy. All Intellectual Property Rights in them and any other Intellectual Property. Rights created in the course of the Project vest in, or will upon their creation vest in, Salomons consultancy Ltd.
- b) Our preferred approach, is to share ownership of co-produced documentation with clients for their exclusive use on the project. In this spirit, our preferred approach, is to adopt a "Dual Branding" approach to all relevant documentation, thus reflecting the joint and partnership working involved in the delivery of all our projects.
- c) If our preferred approach to apply "Dual Branding" is unacceptable to a client, we reserve the right to insist that all documentation carries our branding.
- d) Salomons Consultancy Ltd may; on request, grant our client a non-transferable, non-exclusive licence to use and reproduce the documentation, out-with of the current project, subject to the restrictions set out in paragraph (e)
- e) Clients shall not, without our express written permission:
 - Modify or vary any documentation in any way;
 - Adapt, create derivative works from or merge the documents;
 - Use the documentation for any purpose other than the specific purpose or campaign, or project for which we have provided it;
 - Reverse engineer, disassemble or decompile the documentation;
 - Distribute, lend, resell, transfer, assign or sub licence the documentation, or allow any other person to use it.

If granted, we may at our discretion charge a one-off fee for such permissions.

11 ADVERTISING

A booking for any part of Salomons Consultancy Ltd trading activities does not confer on a participant or their agent any right to use Salomons Consultancy Ltd name for advertising purposes. Any participant or their agent must obtain consent from Salomons Consultancy Ltd before posting advertisements, direct mailing, or seeking media advertising or editorial coverage in the press, on radio or television or of any kind. Salomons Consultancy Ltd reserves the right to vet, amend or refuse the use of any poster, media statement or advertisement that refers to Salomons Consultancy Ltd.

12 LIMITATION OF LIABILITY

12.1 Salomons Consultancy Ltd shall not be liable for any loss, damage or expense howsoever arising from any delay or failure of performance arising from circumstances beyond its reasonable control including, but not limited to, earthquake, flood, storm Act of God or of public enemies, national emergency, invasion, insurrection, riots, industrial disputes, boycott, interruption of services rendered by any public utility or interference from any government agency or official.

12.2 All exclusions or limitations of liability are separate and severable.

12.3 The above limitation will not apply insofar as any liability may not be excluded under the Unfair Contract Terms Act 1977.

12.4 The organisation will fully indemnify Salomons Consultancy Ltd, its employees, agents, representatives and subcontractors against all claims howsoever by third parties (including the participant's employees, agents, representatives, guests or subcontractors) or by any such employee, agent, representatives, guest or subcontractors in relation to the services provided (save to the extent of Salomons Consultancy Ltd's liabilities set out in this clause). For the avoidance of doubt, this indemnity extends to all contractual and tortious claims in any part of the world and includes claims in respect of property damage and personal injury or death arising from negligence.

13 DATA PROTECTION

- 13.1 In the event that Salomons Consultancy Ltd acts as a Processor on behalf of the organisation in relation to any Personal Data it Processes in connection with these Terms of Business, Salomons Consultancy Ltd shall:
- 13.1.1 Process the Personal Data in accordance with the organisation's instructions, except where otherwise required by applicable law (and Salomons Consultancy Ltd shall inform the organisation of that legal requirement before Processing such Personal Data, unless applicable law prevents it from doing so on important grounds of public interest);
 - 13.1.2 if Salomons Consultancy Ltd believes that any instruction received by it from the organisation is likely to infringe the Data Protection Legislation, it shall promptly inform the organisation and be entitled to cease to provide the services until the parties have agreed appropriate amended instructions which are not infringing;
 - 13.1.3 taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the Processing of the Personal Data to be carried out under or in connection with these Terms of Business, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the Processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data transmitted, stored or otherwise Processed, Salomons Consultancy Ltd shall implement appropriate technical and organisational security measures appropriate to the risk, including (as appropriate) those matters mentioned in the Data Protection Legislation;
 - 13.1.4 ensure that all persons authorised by Salomons Consultancy Ltd to Process the Personal Data are subject to a duty of confidentiality in respect of the Personal Data;
 - 13.1.5 in accordance with the Data Protection Legislation, make available to the organisation such information that is in its possession or control as is necessary to Salomons Consultancy Ltd's to demonstrate compliance with the obligations imposed by the relevant provisions of the Data Protection Legislation, and allow for and contribute to audits, including inspections, by the organisation for this purpose (subject to a maximum of one audit request in any 12 month period under this clause 13.1.5);
 - 13.1.6 at the end of the provision of the services, at the organisation's cost and the organisation's option, Salomons Consultancy Ltd shall either return all of the Personal Data to the organisation or securely dispose of the Personal Data (and thereafter promptly delete all existing copies of it)

except to the extent that any applicable law requires Salomons Consultancy Ltd to store such Personal Data; and

- 13.1.7 not Process and/or transfer the Personal Data to countries outside the European Union or to any international organisation without the prior written authorisation of the organisation;
- 13.2 The organisation hereby authorises the Supplier to continue using sub-contractors already engaged by Salomons Consultancy Ltd to Process the Personal Data. Such authorisation is subject to Salomons Consultancy Ltd ensuring that such sub-contractors are engaged under written contractual obligations concerning the Personal Data.
- 13.3 Salomons Consultancy Ltd shall give the organisation prior notice of any intended changes to the sub-contractors authorised under clause 13.2 and give the organisation the opportunity to object to such changes on reasonable grounds as set out in the Data Protection Legislation.
- 13.4 Salomons Consultancy Ltd shall (at the organisation's cost):
- 13.4.1 assist the organisation in ensuring compliance with the organisation's obligations pursuant to the relevant obligations under the Data Protection Legislation, taking into account the nature of the Processing and the information available to Salomons Consultancy Ltd; and
- 13.4.2 taking into account the nature of the Processing, assist the organisation (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the organisation's obligations to respond to requests for exercising the Data Subjects' rights under the relevant provisions of the Data Protection Legislation in respect of any Personal Data Processed by Salomons Consultancy Ltd.
- 13.5 Processing of the Personal Data by Salomons Consultancy Ltd under these Terms of Business shall be for the following subject-matter, duration, nature and purposes and involve the following types of Personal Data and categories of Data Subjects:
- 13.5.1 Subject-matter of the Processing: Salomons Consultancy Ltd Processes the Personal Data as necessary for the delivery of the services under these Terms of Business.
- 13.5.2 Duration of the Processing: 18 months, or as otherwise agreed between the parties.
- 13.5.3 Nature and purpose of the Processing: collection of Personal Data through interviews and online psychometric tests in order to fulfil the obligations entered into and agreed by all parties in the contract. Videoed and voice recording of participants taken as part of their personal learning or that of the organisations learning and development and specified within our contacted obligations and with the permission of individual participants.
- 13.5.4 Type of Personal Data: name, job title, telephone details, email address, sex. Information generated by the completion psychometric instruments at BPS Level A and Level B. Details of performance at different assessment processes as part of our contracted duties. All other information as provide by the client organisation.
- 13.5.5 Categories of Data Subjects: employees of the organisation and candidates applying for posts to our client's organisation(s). Other stakeholders as identified by our clients.
- 13.6 The organisation shall indemnify and keep indemnified Salomons Consultancy Ltd against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by Salomons Consultancy Ltd of its obligations under the Data Protection Legislation and/or these Terms of Business.

13.7 For the purposes of this clause 13:

- 13.7.1 "Data Protection Legislation" means any law applicable relating to the processing, privacy and use of personal data, including: (i) the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, SI 2003/2426 (both as amended), and any laws or regulations implementing Directive 95/46/EC (Data Protection Directive) or Directive 2002/581EC; (ii) the General Data Protection Regulation (EU) 2016/679, and/or any corresponding or equivalent national laws or regulations; and/or (iii) any judicial or administrative implementation of any of the above, any guidance, guidelines, codes of practice, codes of conduct or approved certification mechanisms issued by the Information Commissioner, or other regulatory or supervisory authority responsible for administering Data Protection Legislation; and
- 13.7.2 the terms "Data Subjects", "Information Commissioner", "Personal Data", "Processor" and "Processing" (including any derivatives thereof) shall have the meanings given to them in the Data Protection Legislation.

14 CHANGES TO OUR TERMS OF BUSINESS

These Terms of Business are subject to revision at the discretion of both Directors.

April 2021