

WESTMINSTER COACHING LLP

Terms of Business

1. INTRODUCTION

- 1.1. These Terms of Business together with any Proposal Letter provided to you at the commencement of an engagement set out the terms on which Westminster Coaching LLP accepts instructions and charges for its services and together form the basis of the agreement between you and the firm (the "Agreement"). If there is any conflict between these Terms of Business and the Proposal Letter, then the Proposal Letter will take precedence.
- 1.2. Any reference in these Terms of Business to the "firm" is a reference to Westminster Coaching LLP; any reference in your dealings with the firm to a person being a "partner" is a reference to that person as a member of the firm, an employee of an equivalent standing and qualification, or a person who is classed as an associate of the firm at the time of the engagement; any reference to an "engagement" is a reference to the transaction, assignment or other work which you have instructed the firm to undertake; and any reference to a "coachee" is to the individual or team being coached as part of a coaching programme with you.

2. WESTMINSTER COACHING LLP

Westminster Coaching LLP is a limited liability partnership registered in England and Wales (Partnership Number OC333905) whose registered office is at 20 The Landings, South Cerney, Gloucestershire, GL7 5LU. A list of members may be inspected at the registered office.

3. SERVICE STANDARDS AND CLIENT CARE

- 3.1. It is the firm's aim to provide a high quality, friendly and efficient service to meet client needs and to enable our clients to achieve organisational and personal goals. All partners and employees will endeavour to keep clients regularly informed of progress and, at all relevant times, to provide appropriate information on the issues involved as agreed at the outset of the Agreement, taking into account client confidentiality.
- 3.2. If, at any time, you believe that the firm's service to you could be improved, or if you are dissatisfied with an aspect of the firm's service, please raise the issue immediately with the partner responsible for your account. However, if that partner cannot resolve the issue to your satisfaction or you would prefer to raise the issue with someone other than your appointed partner, please contact our partners Annelie Green or Jeremy Hamer, who will fully investigate your concern. Contact details will be supplied on request.

4. CALCULATION OF FEES

- 4.1. Unless agreed with you to the contrary in the Proposal Letter, the firm's fees are based on the duration, frequency and number of coaching units supplied. All additional costs incurred on your behalf to third parties for supplementary services, or expenses such as travelling expenses, will be agreed with you and itemised in addition to our fees. All fees and expenses are subject to VAT, which will be added at the appropriate rate.
- 4.2. The cost of the coaching programme comprises face to face sessions as well as:
 - Introductory meeting with client and all relevant stakeholders
 - Reasonable and necessary support between sessions for the coachee by telephone or e-mail. This includes reviewing of materials as necessary and agreed during the coaching sessions
 - Preparation for sessions
 - Travel to your offices, unless agreed to be different
- 4.3. Each personal coaching unit consists of a session of up to 2 hours at your premises. Should attendance at a different location be required, then reasonable travelling and incidental expenses will be chargeable in addition on a cost basis. Individual coaching, team coaching and consulting services will be itemised in the Commercial Agreement prior to any work commencing.
- 4.4. Each coachee will receive a one hour introductory meeting to check compatibility, set boundaries to the coaching relationship and agree an agenda for the coaching programme including duration, frequency and number of session units. The firm regards the coaching relationship as paramount so that should at that stage FOR WHATEVER REASON the coachee not wish to proceed with the coach provisionally assigned then no programme will result and there will be no fee charged. We attach great importance to sessions taking place at the agreed time and venue. We fully accept that this may not always be possible, for example because of illness and other exceptional and unanticipated causes. Our coaches will do their best to accommodate any proposed changes within their existing schedule.
- 4.5. We will try to accommodate changed meeting dates with suitable notice and within reason. Should meetings often be changed or cancelled, sessions will be charged at the following percentages of the coaching unit price:
 - more than 5 working days in advance - up to 25%
 - between 3 and 5 working days in advance - up to 50%
 - within 2 working days in advance - up to 75%
 - within 24 hours of meeting - 100%
- 4.6. Unless otherwise agreed with you fees, charges, expenses and VAT are payable whether or not a contract is concluded and where this is not attributable to fault on the part of the firm, for example when the coachee fails to attend sessions or take part in the coaching programme.

5. PAYMENT OF FEES

- 5.1. It is the firm's common practice to render bills on completion of the first session of a coaching programme.
- 5.2. In the absence of any other agreement with you, the firm's bills are payable within 30 days of receipt. If payment in full is not received by the firm within one month of the date of any bill, the firm shall be entitled either:
 - 5.2.1. to charge interest on the outstanding amount from the date payment fell due until payment is received in full (whether before or after any judgment has been obtained by the firm) at the rate for the time being payable on judgment debts, such interest to accrue on a daily basis and be compounded quarterly; or
 - 5.2.2. if it applies, to claim interest and compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998
Whichever the firm elects.

- 5.3. The firm reserves the right from time to time:
 - 5.3.1. to require payment on account of the fees, disbursements and expenses which are anticipated in the following weeks or months and the firm reserves the right to cease to deliver services to you in the event that you refuse to make such a payment; and
 - 5.3.2. in the case of instructions from limited companies or limited liability partnerships, to require a guarantee of the payment of fees, disbursements and expenses to be given personally by the directors or members giving instructions on behalf of the company or limited liability partnership.
- 5.4. Unless otherwise agreed with you, the firm requires all payments to be in GBP

6. DATA PROTECTION

- 6.1. The firm is registered as a data controller under the Data Protection Act 1998 (“DPA”). Queries or subject access requests should be directed to “The Data Protection Officer, Westminster Coaching LLP, 20 The Landings, South Cerney, Gloucestershire, GL7 5LU”.
- 6.2. In the course of its business relationship with clients, the firm processes personal data relating to coachees. Such processing may be undertaken on behalf of coachees in the course of providing services to them, or for the firm’s own purposes. You agree that the firm may, in its capacity as a data controller, process personal data provided by you for all purposes reasonably arising out of the firm’s business relationship with you.
- 6.3. Where the firm is acting as a data processor on your behalf, you acknowledge that any data processing which is undertaken on your behalf must comply with the requirements of the DPA and agree that the firm may refuse to carry out any instructions which would be in breach of the DPA. The firm agrees to process personal data, obtained in the course of acting as a data processor on your behalf, only in accordance with your instructions, save that, unless you expressly object, the firm reserves the right to use such personal data for its own marketing purposes where to do so would not be in breach of the DPA.

7. INFORMATION , INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

- 7.1. You agree to disclose to the firm in a timely way all information which is necessary or reasonably relevant to the matters on which the firm is instructed by you. You shall ensure that all such information is true, accurate and not misleading. You shall notify the firm in writing as soon as reasonably practicable upon becoming aware of anything which is inconsistent with any information you or someone acting for or representing you, has disclosed to the firm or which renders any such information untrue, inaccurate or misleading.
- 7.2. Unless otherwise agreed in writing by the firm, all copyright and other intellectual property rights in all documents, materials and/or software created by the firm in connection with your matters (including, without limitation, letters, e-mails, reports, advice, contracts and data) and/or which the firm otherwise makes available to you (together “Documents”) shall belong to the firm absolutely. You shall be entitled to use any Documents in accordance with the provisions of paragraph 7.3 below.
- 7.3. Documents are for your sole use in connection with the matter(s) for which they have been created only. You agree not to use them in any other manner, disclose or make them available to any third party without the firm’s prior written consent or copy or reproduce them, save to the extent necessary for the purpose of the matter(s) to which they relate.
- 7.4. The firm is required as part of its ethical practice to keep your affairs confidential. You agree to keep confidential any information about the firm disclosed to you which is either marked or otherwise indicated as being confidential or which a reasonable person would regard as confidential. This includes the terms of the Agreement.
- 7.5. Nothing in this paragraph 7 shall prevent:
 - 7.5.1. the firm from disclosing any confidential information relating to you to other professional advisers or third parties as may be necessary in the proper performance of the firm’s services and/or in accordance with the firm’s respective rights and obligations under or referred to in these Terms of Business and/or to its insurers;
 - 7.5.2. the firm from using techniques, ideas and other know-how gained during the performance of your matters in the furtherance of other client work, provided this does not result in disclosure of confidential information contrary to the firm’s professional obligations to you; or
 - 7.5.3. the firm, or any partner, employee or agent of the firm taking such steps as are necessary or desirable in order to comply with the professional or ethical rules or guidelines of any relevant professional body of which the firm or any partner, employee or agent of the firm is or may become a member or to comply with any applicable law or regulation with which it is necessary for the firm, or any such person, to comply
 provided that in all such cases reasonable endeavours are used by the party making any disclosure of confidential information in the manner described in this paragraph 7.5 to ensure that any person(s) to whom the confidential information is disclosed is informed of its confidential nature and does not disclose it to any other person.
- 7.6. For the purpose of this paragraph 7, confidential information shall not include any information which is in or enters the public domain other than in breach of these Terms of Business, which is already in the firm’s or your possession (without the relevant party being subject to an obligation of confidentiality in respect of it) before it was disclosed by the other party, or which either the firm or you obtains from a third party who is lawfully authorised to disclose such information and who did not obtain such information from the other party.

8. E MAIL

- 8.1. Your attention is drawn to the potential lack of security and confidentiality when using email for communication and the risks that may thereby be incurred when dealing with matters which are of a particularly sensitive or confidential nature.
- 8.2. If you or any coachee employed by you publishes an email address or otherwise provides an email address to the firm it will be assumed that you consent to the use of email for all communications between the firm and you and/or that other person.
- 8.3. If you do not wish the firm to communicate with you and/or any coachee employed by you by email, either generally or in specific circumstances, it is your responsibility to advise the firm accordingly. If you do not so advise the firm, the firm will not be responsible for the disclosure of information to any third party as a result of the firm having communicated to you and/or any person acting on your behalf by email, except to the extent that the firm has made that communication negligently.



9. THE LIABILITY OF WESTMINSTER COACHING LLP

- 9.1. The firm owes you a duty under the Agreement to provide its services with reasonable care and skill.
- 9.2. There is no contract between you and any partner, employee, associate or consultant of the firm. Any advice given to you, or any other work done for you, by a partner, employee, associate or consultant of the firm is given or done by that person on behalf of the firm and not in his or her individual capacity and no such person assumes any personal responsibility to you for the advice or work.
- 9.3. You agree that if, as a matter of law, a duty of care would otherwise be owed to you by any partner, employee or consultant of the firm, such duty is hereby excluded and you agree that you will not bring any claim against any partner, employee or consultant of the firm for any matter arising in any way out of the provision of services to you. Accordingly, any claim that you wish to make can only be made against the firm and not against a partner, employee or consultant of the firm.
- 9.4. You also agree that the liability of the firm in respect of any claim or action which arises as a result of the services the firm provides to you shall not exceed the amount (if any) specified in the Proposal Letter.
- 9.5. Where the firm has been instructed on a matter jointly by two or more persons, any limit on the firm's liability specified in the Proposal Letter shall apply to you as if you were one person. If the basis on which the limit on liability is to be allocated among you is not expressly stated in the Proposal Letter, such allocation will be a matter entirely for you and the persons with whom you have jointly instructed the firm. If, for whatever reason, no such allocation is agreed by you, then you will not dispute the limit of liability on the grounds that no such allocation was agreed.
- 9.6. Without prejudice to paragraph 9.4 above, if you suffer any loss for which the firm and any other person are jointly, severally, or jointly and severally liable to you, the loss recoverable by you from the firm shall be limited so as to be in proportion to the firm's contribution to the overall fault in respect of the loss in question having regard to the relative contributions made to that fault by the firm, you and any other person.
- 9.7. If, as a result of any exclusion or limitation of liability agreed by you with any other person:
- 9.7.1. the amount which the firm is able to claim as a contribution from such other person in connection with any claim brought by you against the firm is limited; or
- 9.7.2. the firm's ability to make such a claim against such person is excluded
- the liability of the firm to you in respect of your claim shall be reduced by an amount equal to the amount of such reduction or exclusion (as applicable).
- 9.8. Nothing in this paragraph 9 shall be interpreted as excluding or limiting the firm's liability for death or personal injury caused by the firm's negligence, fraud or fraudulent misrepresentation, reckless disregard of its professional obligations or for any other matter to the extent that such exclusion or limitation would be prohibited by law.

10. ASSIGNMENT AND THIRD PARTY RIGHTS

- 10.1. You shall not assign, transfer or deal in any other manner with the Agreement or any of your rights under it without the firm's prior written consent.
- 10.2. Save as provided in paragraph 10.3 below, it is not intended by you or the firm that any other person should be entitled to enforce any term of the Agreement whether by virtue of the Contracts (Right of Third Parties) Act 1999 or otherwise and any such right to do so is hereby excluded.
- 10.3. The terms of the Agreement may be enforced by any partner, consultant or employee of the firm subject to and in accordance with the terms of the Contracts (Rights of Third Parties) Act 1999 but the consent of any such partner, consultant or employee shall not be required in order for all or any terms of the Agreement to be varied, amended, modified, suspended, cancelled, terminated or rescinded.

11. TERMINATION OF INSTRUCTIONS

- 11.1. The firm may cease to provide services to you for good reason and upon reasonable notice, or if you fail to pay any amount due to the firm within one month of the due date, or if you have refused or failed to pay within a reasonable time an amount requested on account of costs incurred or costs or fees to be incurred.
- 11.2. The firm reserves the right to cease to provide services to you if any Proposal Letter addressed to you is not returned to the firm duly signed by you.
- 11.3. The Client may, without any liability to the Supplier and without prejudice to any other of its rights, terminate this Agreement at any time during the Term by giving thirty (30) days written notice to the Supplier.

12. FUTURE INSTRUCTIONS

Unless otherwise agreed, the Agreement shall apply to all future instructions given to the firm by you on other matters.

13. GENERAL PROVISIONS

- 13.1. The Agreement (including these Terms of Business) shall be governed by and construed in accordance with the laws of England and Wales whose courts shall have non-exclusive jurisdiction over any dispute.
- 13.2. No delay or failure by either you or the firm in enforcing any rights under the Agreement and/or any partial exercise of any such rights will constitute a waiver of or affect or restrict in any way the relevant party's rights and powers under the Agreement. Any formal waiver by either you or the firm of a breach or default will not constitute a waiver of any other breach or default or prevent either you or the firm from subsequently requiring compliance with the waived obligation.
- 13.3. If any of the provisions of the Agreement becomes or is held to be of no effect or unenforceable whether by operation of law or by reason of uncertainty or otherwise it shall not affect the validity of the remainder of the Agreement.

