

Aspey Ltd (“the Company”, trading as Aspey Associates) is incorporated and registered in England, company number 4475717. These terms and conditions shall apply to the exclusion of all others, and no variation effective unless in writing and signed by a director of the Company.

**1). Acceptance of Terms.** Any individual acting on their own account as a private Client or with authorisation to commission the Company to provide Services for an organisation or its employees is deemed to be “the Client” and to have agreed to and accepted these terms and conditions on signing at the foot of this document.

**2). The Contract.** All Services, fees and expenses will be agreed in writing in a Contract / Agreement from the Company to the Client. The Agreement may be in the form of a Document or Email.

**3). Confidentiality.** All information (in whatever format) provided to us by the Client is treated as private and /or commercial in confidence and will not be used for purposes other than those intended. Similarly information provided to the Client by the Company is provided as commercial in confidence. This includes our proposals, methodologies, reports, programmes, fee structures, and frameworks and must not be released to 3<sup>rd</sup> parties without written consent from the Company.

**4). Fees.** Fees will be agreed with the Client and written in the Contract. Fees are not currently subject to VAT. Our standard payment terms are 14 days from the date of invoicing for private clients and 28 days for corporates, or as otherwise agreed and we reserve the right to charge daily interest on the full invoice amount at 3% over base rate on late payment.

**5). Postponement of Services, Sessions or Events.** 1:1 online or co-located sessions postponed with at least 48 hours’ notice may, subject to our written approval, be rearranged; less than this may incur the full charge. For group or team sessions, whether online or co-located, we require 7 days’ notice. If not, the session will be treated as payable in full. Non-refundable venue hire, accommodation or advance travel costs incurred by the Company will be charged to the Client. Should the Company postpone delivery of an agreed Service, we would make every effort to reschedule at a time to suit The Client. If an alternative delivery date cannot be agreed, a refund would be offered to the Client subject to 7) below.

**6). Total Cancellation or Termination of Services, Sessions or Events.** We require 7 days’ written notice to terminate all agreements, otherwise the full fee, including design and preparation fees, may be payable. Non-refundable venue hire, accommodation or advance travel costs incurred by the Company will be charged to the Client. If the Company terminates the service it would aim to give 7 days’ notice and offer an appropriate refund, subject to 7) below.

**7). Refund of Fees.** A refund of part or all of the fees will only be considered where agreed payment conditions have been met and shall be solely at the discretion of the Company and in writing. Where the service specifies a number of coaching hours being available to an individual, fees for unused hours are not refundable; however these may be transferable to another employee if agreed in writing by the Company.

**8). The Consultant (s).** Whilst the Company will make every attempt possible to ensure that the Consultant (s) referred to in the Contract carries out the Service, in unavoidable circumstances another equally experienced Consultant (s) with relevant skills may be substituted.

**9). Materials and Copyright.** The Company and/or its Director Linda Aspey retains copyright of all materials (in whatever media) originated or developed by the Company for use in providing the Client with a Service, and will grant the Client and its employees an exclusive licence to use those materials in that Company only. Whilst the Company takes every effort to ensure the accuracy of any material used during the Service, the Company shall not be liable for any material or information gained through third parties or publications.

**10). Liability.** The Company and its Consultants hold Professional Indemnity and Liability Insurances, sight of which is available upon request. We shall not be liable to the Client, its employees or associates, past or present, for any loss, liability, damage, claims or expenses suffered or incurred as the result of any actions by a third party, whether introduced by the Company or not, although the Company shall take adequate steps to ensure that any third party introduced is reputable.

**11). Compliance with English Law.** The conditions of these terms of business shall be governed and construed in accordance with English Law.

**Aspey Ltd, trading as Aspey Associates**

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