



Occupational Services to Industry

## TERMS OF BUSINESS FOR CONSULTANCY SERVICES

These are the standard terms of business for the provision of Consultancy Services by Os2i, a company incorporated in England and Wales whose registered office is at 13 Station Road, Faversham, Kent ME13 8EB.

Os2i reserves the right to change these terms of business at any time without prior notice to you, so please check them regularly.

In the event of any conflict between these terms of business (as displayed on our website) and those in our catalogue or elsewhere, these terms of business (as displayed on our website) shall prevail.

### 1. Definitions

1.1 "Business Day" means a day (not being a Saturday or Sunday) on which banks are open for general banking business in the City of London; "Client" means the organisation contracting with Os2i for the provision of consultancy services as identified in the Terms of Engagement; "Contract" means the contract formed by the acceptance and return by the Client of the Terms of Engagement, and such contract shall be governed by these Os2i Terms and the Terms of Engagement; "Deliverables" means those items identified as such in the Terms of Engagement (if any) to be provided by Os2i to the Client in the course of delivering the Services; "Os2i" means the Os2i partnership; "Os2i Terms" means these standard terms of business; "Services" means the work to be undertaken by Os2i for the Client as described in the Terms of Engagement; "Terms of Engagement" means the statement provided to the Client by Os2i, incorporating these Os2i Terms, which outlines the nature of the Services, the deliverables to be provided, the fees payable and the timeframe for completion of the Services; "Working Days" means Monday to Friday excluding bank or public holidays.

### 2. The Services

2.1 Os2i will provide the Services to the Client on, and subject to, the Os2i Terms and the Terms of Engagement. Os2i will not start providing the Services until Os2i has received written acceptance of the Terms of Engagement by an authorised representative of the Client. By accepting the Terms of Engagement, the Client also agrees to be bound by these Os2i Terms to the exclusion of all other terms and conditions (including any terms or conditions which the Client purports to apply under any purchase order, confirmation of order, specification or other document). The Terms of Engagement, once signed and returned by the Client, shall, together with these Os2i Terms, form the contract between Os2i and the Client. 2.2 In accepting the Terms of Engagement, the Client authorises Os2i to proceed with all relevant preparations for providing the Services, including but not limited to purchase of materials and booking venues (if required). 2.3 Os2i shall provide the Services using reasonable skill and care.



Occupational Services to Industry

2.4 In providing the Services, Os2i shall use its reasonable endeavours to give sound advice based on the information available, but the Client will remain wholly responsible for determining matters of policy or action related to that advice. 2.5 The Client acknowledges and agrees that, in order for its personnel to derive benefits from the Services, such personnel will be required to make such commitment as is appropriate to the Services being provided.

### 3. Terms of Engagement and Fees

3.1 The Terms of Engagement will, unless otherwise stated, remain capable of acceptance by the Client for a period of 90 days from the date thereof. The rates for fees and materials are subject to review from time to time, but Os2i will give one month's notice of its intention to change the charging basis for current and continuing projects. 3.2 The fees set out in the Terms of Engagement are based on Os2i's understanding of the Client's requirements as set out in the Terms of Engagement. Os2i reserves the right to make additional charges for; 3.2.1 staff time spent in excess of those estimated in the Terms of Engagement as a result of any delays caused in delivery of the Services due to any act or omission of the Client; 3.2.2 staff time spent travelling to the venue in excess of two hours in either direction; 3.2.3 staff time for planning or other meetings requested by the Client in addition to those allowed for in the Terms of Engagement; 3.2.4 any services or materials requested in writing by the Client that Os2i agrees in writing to provide and that are additional to those allowed for in the Terms of Engagement, which shall then become part of the Services. 3.3 Os2i may also charge the Client for reasonable expenses incurred by Os2i in the provision of the Services including, where necessary; 3.3.1 travel, accommodation and subsistence; 3.3.2 all bought-in goods, services and sub-contracted items referred to in the Terms of Engagement as being necessary and charged for separately from the fees quoted in the Terms of Engagement. 3.4 Value Added Tax, where applicable, will be payable by the Client on all fees and expenses at the rate in force at the date of invoicing. All prices are quoted exclusive of Value Added Tax. 3.5 Os2i will issue invoices in accordance with the terms stated in the Terms of Engagement. Depending on the nature of the work, Os2i may issue invoices at the end of each discrete piece of work or at the end of each month. If the Client delays planned progress on provision of the Services, Os2i reserves the right to submit interim invoices. Os2i will also submit invoices in respect of any additional work carried out as referred to in Clause 3.2. 3.6 All invoices will be paid by the Client within 30 days of date of invoice. Os2i reserves the right to charge the Client interest and costs of recovery in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).

3.7 Where a refund is due to a Client and such is caused at the fault of the Client, Os2i reserves the right to deduct any administrative bank/ credit card charges from such refund. Where the refund is necessitated at the fault of Os2i, no such deductions shall be made.



Occupational Services to Industry

#### 4. Cancellation and Postponement

4.1 Unless otherwise specified in the Terms of Engagement, Os2i reserves the right to charge for events (including but not limited to courses, workshops, presentations or seminars) cancelled or postponed by the Client. Such charges will be in accordance with the following schedule (percentages refer to percent of fees relating to the relevant event) to be paid as a cancellation or postponement charge:

	Number of Working Days before event due to start		
	15 or fewer	10 or fewer	5 or fewer
½ or one-day event	25%	50%	100%
Two or more days	40%	80%	100%

4.2 In addition, the Client will bear the full cost of any fees or expenses incurred by Os2i for cancellation of venues and, except in cases where the Client has paid a 100% cancellation or postponement charge, for non-returnable goods and services bought or contracted for the event or events. 4.3 Where an event is postponed, the Client will be liable for the full fee for that event quoted in the Terms of Engagement when eventually held, in addition to the postponement charge set out in clause 4.1.

#### 5. Copyright

5.1 Other than in respect of information that the Client has supplied to Os2i, Os2i shall, as between Os2i and the Client, own all copyright and any other intellectual property rights throughout the world subsisting in the contents of the Terms of Engagement and in all work produced by Os2i in the course of provision of the Services in whatever form or media (including, without limitation, the Deliverables) ("Work") unless otherwise indicated in the Terms of Engagement as "Client Materials". 5.2 If the Client requires Os2i to incorporate any material into the Work and supplies Os2i with such material, the Client warrants that; 5.2.1 the proposed use or incorporation of such material will not infringe any third party's intellectual property rights; 5.2.2 where the Client is not the owner of all copyright or other intellectual property rights in such material, the Client has received all necessary consents and licenses for the proposed use by Os2i of such material; and the Client will indemnify and keep Os2i fully and effectively indemnified against all costs, claims, demands, expenses and liabilities of any nature arising out of or in connection with any breach of the warranty in this clause. 5.3 Subject to Clause 5.4, the Client agrees that it shall not copy or amend the Work or do or authorise any other act that may infringe or devalue Os2i's copyright or other intellectual property rights.



Occupational Services to Industry

5.5 The Client may, subject to the last sentence of this clause, make a reasonable amount of copies of the Work (or part of the Work) for distribution to its own personnel and strictly for internal business purposes only. The Client shall ensure that each such copy of the Work (or part thereof) shall bear a statement acknowledging its source. The Client shall have no right to make any copies of any Deliverables on which Os2i does not own the copyright.

## 6. Sub-Contractors

6.1 Os2i shall be entitled, in its absolute discretion, to appoint sub-contractors to provide all or part of the Services. 6.2 If the Client nominates sub-contractors to work with Os2i in the provision of the Services, the Client shall be responsible for such nominated sub-contractors. Os2i reserves the right to withdraw co-operation from any nominated sub-contractors if the performance or actions of such persons or organisations prevents Os2i fulfilling its obligations under the Terms of Engagement and these Os2i Terms.

## 7. Client's Obligations

7.1 The Client will ensure that its staff, contractors and other suppliers co-operate fully with Os2i and cause no delay. 7.2 Whilst Os2i's employees or sub-contractors are working on the Client's premises, the Client will ensure the health and safety of those people. The Client will indemnify Os2i and keep Os2i indemnified against all losses, damages and expenses incurred or suffered by Os2i in connection with any and all claims made in respect of any injury, death or loss suffered by those employees or sub-contractors as a result of working at the Client's premises. 7.3 Clients will not, either during the provision of the Services or thereafter for a period of one year, directly or indirectly, offer employment or assignments to any of Os2i's employees or sub-contractors or solicit or procure their employment by any other company, organisation or individual with which the Client is connected.

7.4 All Clients shall be required, in using Os2i's Services to verify any local requirements and/or restrictions on using Os2i and/or ADEPT® materials in particular, in that jurisdiction, whether imposed by law, regulation or by a local regulatory or governmental body. Where any local requirements and/or restrictions exist that alter the criteria for, or prevent, use of Os2i and/or ADEPT® materials within a particular jurisdiction, it shall be the responsibility of the Client to ensure that it fully complies with any and all such local requirements and/or restrictions. Where any Client uses Os2i and/or ADEPT® materials in a particular jurisdiction in contravention of any local requirements and/or restrictions, whether knowingly or inadvertently, such Client shall be solely responsible and liable for such use and shall hold harmless and indemnify Os2i in respect of any loss or claim by a third party against Os2i arising from such. Further, in the event that a Client has failed to ensure that any Os2i and/or ADEPT® materials may be legitimately used within a particular jurisdiction and subsequently purchases Os2i and/or ADEPT® materials for use in that jurisdiction, such Client shall be liable for the costs thereof and Os2i shall bear no responsibility or liability for return of such Os2i and/or ADEPT® materials or the reimbursement of any associated costs.



Occupational Services to Industry

## 8. Confidentiality and Data Protection

8.1 Both during and after the provision of the Services, both parties shall keep confidential any information of the other party that is obtained in connection with the provision of the Services and that is clearly designated as 'confidential' or that is by its nature clearly confidential. Neither party shall use such information except in connection with the Services nor divulge it to any third party without the prior written permission of the other party. 8.2 The provisions of this clause 8 shall not apply to any information disclosed by a party ("Disclosing Party") that; 8.2.1 is in, or comes into, the public domain (except as a result of a breach of these Os2i Terms); 8.2.2 was already in the possession of the Disclosing Party at the time of its receipt from the other party; 8.2.3 is received by the Disclosing Party from a third party who was not under a legal obligation of confidentiality with respect to it; 8.2.4 is required by law to be disclosed by the Disclosing Party. 8.3 The Client and Os2i shall observe the requirements of the Data Protection Act 1998 (the "DPA") and any other applicable data privacy legislation in relation to information regarding identifiable living individuals ("Personal Data"). 8.4 Where Os2i discloses to the Client any Personal Data (including but not limited written reports, information derived from one-to-one counselling sessions, feedback or follow-up sessions, or personal development sessions), the Client acknowledges that, for the purposes of the DPA, it is the "Data Controller" in relation to those Personal Data and the Client will; 8.4.1 not keep such Personal Data longer than is necessary to fulfill the purpose for which it was collected; 8.4.2 take all reasonable steps to safeguard the security of such Personal Data; 8.4.3 exercise discretion over the access given to such Personal Data within the Client organisation; 8.4.4 take all reasonable steps to ensure that those given access to such Personal Data understand and respect the need for confidentiality regarding the Personal Data; 8.4.5 and the Client shall indemnify and keep Os2i fully indemnified against all costs, claims, demands, expenses and liabilities of any nature arising out of or in connection with any breach of this clause. 8.5 The Terms of Engagement shall be treated as confidential information for the purposes of this clause 8.

## 9. Term and Termination

9.1 The Contract will commence on the date that Os2i receives the signed Terms of Engagement from the Client and shall continue in full force and effect until the Services have been completed, subject to earlier termination pursuant to Clauses 9.2 and 9.3. 9.2 Either party may terminate provision of the Services immediately by notice in writing to the breaching party if the breaching party: 9.2.1 is in irremediable breach of its obligations or, in the case of a remediable breach, such breach has not been remedied within 14 days of receipt by the breaching party of a notice from the other party specifying the breach and requiring its remedy; or 9.2.2 enters into voluntary or compulsory liquidation, or compounds with or convenes a meeting of its creditors, or has a receiver or manager or an administrator appointed over any part of its assets, or ceases for any reason to carry on business, or takes or suffers any analogous action which in the opinion of Os2i means that the Client may not be able to pay its debts. 9.3 Os2i may terminate provision of the Services at any time if:



Occupational Services to Industry

9.3.1 it has given the Client three months' notice in writing; or 9.3.2 the Client attempts substantially to alter the scope or definition of the Services without Os2i's prior written agreement. 9.4 On termination, Os2i will be entitled to be paid all fees and expenses incurred or accrued and payable by the Client as at the date of termination or cancellation of the Services. In the case of termination by Os2i pursuant to Clause 9.2, the Client will be deemed to have cancelled the Services and will be liable to pay a cancellation charge as specified in Clause 4.1, if applicable. 9.5 On termination, each party shall immediately return to the other party all property of the other party in its custody, possession or control. 9.6 Clauses 1, 4, 5, 7.3, 8, 9, 10, and 14 shall survive expiry or termination of this Agreement howsoever caused and shall remain thereafter in full force and effect after termination.

## 10. Warranty and Liability

10.1 In the event of damage to tangible physical property, where it is established that such damage to property has arisen as a direct result of the negligence of Os2i employees or sub-contractors while providing the Services, Os2i's liability shall be limited to a maximum of £1,000,000 (one million pounds) per claim or series of related claims. 10.2 Nothing in these Os2i Terms shall exclude or limit Os2i's liability for death or personal injury caused by Os2i's negligence, nor for fraud on Os2i's part, nor for any liability that cannot be excluded by law. 10.3 Subject to Clauses 10.1, 10.2 and 10.4, Os2i's liability arising under or as a result of the provision of the Services whether in contract, tort, breach of statutory duty or otherwise is limited to the fees actually paid by the Client to Os2i for such Services. 10.4 Os2i will not be liable for any indirect or consequential loss, loss of business, profit, revenue, data or goodwill, nor for lost or wasted management time or employee time of the Client. 10.5 Any condition, representation or warranty that might otherwise be implied or incorporated within these Terms by reason of statute or common law or otherwise is hereby expressly excluded.

## 11. Force Majeure

Os2i has no liability to the Client if Os2i is unable to provide all or a part of the Services in accordance with the Terms of Engagement or otherwise as a result of circumstances beyond Os2i's reasonable control, including without limitation, war, strike, lockout, industrial disputes, riot, civil commotion, acts of Government, fire, blockade, accident, natural catastrophe, disaster.

## 12. Waiver

No delay, neglect or forbearance by either party in enforcing any provision of the Terms of Engagement or these Os2i Terms shall be deemed to be a waiver or in any way prejudice any rights of that party.

## 13. Rights of Third Parties

Nothing in these Os2i Terms or the Terms of Engagement confers or purports to confer on any third party any right to enforce any of the Terms of Engagement or these Os2i Terms.



Occupational Services to Industry

#### 14. Governing Law and Jurisdiction

These Terms and the Terms of Engagement are governed by and construed in accordance with the laws of England, and are subject to the exclusive jurisdiction of the English courts.

#### 15. Entire Agreement

15.1 These Os2i Terms together with the Terms of Engagement constitute the entire agreement between Os2i and the Client in relation to the Services, and supersede all earlier communications. Each party acknowledges that it has not relied on any commitment, representation or warranty in entering into the Contract, other than those expressly set out in the Contract. No amendment or other variation to these Os2i Terms by the Client will be effective unless it is in writing, is dated and is signed by a duly authorised representative of Os2i and the Client. 15.2 If there is any conflict between these Os2i Terms and the Terms of Engagement, these Os2i Terms will prevail.

#### 16. Notices

16.1 Any notice permitted or required under these Os2i Terms will be given in writing and shall be effectively served if delivered by hand or sent by first-class or airmail post to Os2i at its usual address and, in the case of the Client, to the last known or usual address. Any notice personally delivered shall be deemed to have been received at the time of delivery. Any notice sent by post shall be deemed to have been delivered three Business Days after posting in the case of inter-UK communications, or five Business Days otherwise. 16.2 In cases where the Terms of Engagement specify nominated representatives of the parties, all notices shall be addressed to such representatives.