

Interactive People Development Ltd

Standard Terms and Conditions

1. Assignment

The Client agrees to cooperate with the Consultant in the performance of the Consultant's services and to give such support, facilities and information as may be reasonably required.

2. Charges and Payments

2.1 The Client agrees to pay the charges and expenses in accordance with the provisions of the Terms of Engagement.

2.2 All sums due from the Client which are not paid on the due date (without prejudice to the rights of the Consultant under these terms) shall bear interest from day to day at the same annual rate as is prescribed from time to time pursuant to section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 with a minimum rate of 10% per annum.

2.3 During any period in which payments from the Client are overdue, the obligations of the Consultant may be suspended.

3. Confidentiality

The consultant undertakes not at any time to divulge or allow to be divulged to any person any confidential information relating to the business or affairs of the Client other than to sub-contractors who have signed an appropriate secrecy undertaking or others where the Client has expressly or impliedly consented to the disclosure.

4. Delegation

The Consultant shall have discretion as to which of its employees are assigned to perform its services but shall consult with the Client concerning any significant changes.

5. Cancellation

Where training or consultancy is cancelled the following charges apply:-

Between 8 weeks and 4 weeks notice – 50% of fees

Between 4 weeks and 2 weeks notice – 75% of fees

Less than 2 weeks notice – 100% of fees

plus any costs that have been incurred.

6. Intellectual Property

The Consultant undertakes not to cause or permit anything which may damage or endanger the intellectual property of the Client or the Client's title to it or assist or allow others to do so.

7. Outputs, Materials and Information

All intellectual property rights including copyright which are capable of existing in any documents, training material, computer software or information or (without limit) other materials created or provided pursuant to this contract by the Consultant shall be and remain the Consultant's property.

8. Consultant's References to Client

Subject to clause 3 (Confidentiality) the Consultant shall be entitled to refer to its provision of services to the Client for any purpose in connection with the Consultant's business provided that prior to any published reference to the Client the Consultant shall give the Client an opportunity to object to such reference and in the event of objection upon reasonable grounds shall not refer to the Client as proposed.

9. Force Majeure

Both parties shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this agreement impossible whereupon all money accrued due to the Consultant shall be paid.

10. Miscellaneous

10.1 Warranty – Each of the parties warrants its power to enter into this agreement and has obtained all necessary approvals to do so.

10.2 Change of address – Each of the parties shall give notice to the other of the change or acquisition of any address or telephone or email address at the earliest possible opportunity but in any event within 24 hours of such change or acquisition.