



KSL Training - Terms and Conditions

1. FORMATION OF CONTRACT

KSL Training is a division of KSL Consulting Ltd, registered in the UK under Company Registration Number 05390546 - having a registered office at 4 Water Lane, Greenham, Thatcham, Berkshire, RG19 8SS.

These Terms and Conditions shall form part of the contract between xxxxxx "the Client" and KSL Consulting Ltd "the Company" for the supply of professional services.

2. FEES

- a)** Fees will be charged on the basis set out in the Letter of Engagement. Fees will normally be invoiced at the end of the assignment, or within shorter periods for long-term assignments, as agreed in writing with the Client. VAT, where applicable, will be added to the invoice at the prevailing rate.

For new clients of the Company, the full design, delivery or consultancy fee together with the agreed expenses, such as business mileage, will be paid in advance of the assignment. Where the expenses cannot be fully calculated prior to the assignment, these will be itemised and invoiced after successful completion of the assignment.

- b)** Fees will be charged at mutually agreed daily rates, or part day thereof. Fees are charged for all time spent on the Client's affairs whether attending the Client's premises or elsewhere, excluding travel time.
- c)** In the event that the scope of the assignment increases, or the consultants' time spent on the assignment increases due to unforeseen circumstances, we will bring the situation to the Client's attention promptly and obtain the Client's agreement before proceeding further, where an increase in excess of 10% in the time estimate is envisaged.
- d)** The Company reviews fees periodically. The fee rates used in the letter of engagement are preferential discounted rates. Our fee basis is always mutually agreed with the client. Any future rate adjustments will be notified to the Client at least one month in advance and agreement sought before applying the new rates.

3. EXPENSES

- a)** We ask the Client to reimburse the Company for all reasonable out of pocket expenses that may be incurred at the Client's request in connection with the assignment including travel and overnight subsistence and the

- b)** cost of providing specialist services and equipment, goods and materials. Wherever possible such expenses will be agreed upfront with the client.
- c)** If during the course of the assignment a need for ancillary specialist services not specified in the letter of engagement is identified, the Company will obtain agreement from the Client for their use before any expenditure is incurred.

4. INVOICING AND PAYMENT

- a)** Invoices for fees prepared in accordance with paragraph 2.a) above and for expenses are always payable within thirty days of the date of the invoice.

Payment for the first assignment run for The Client will be treated differently. In this case, payment must be made by the date shown on the invoice under "Terms". This payment date is normally in advance of the training date.

Any queries concerning an invoice should be raised with the Company within thirty days of the invoice date.

- b)** In the unlikely event that invoices are not settled in full in accordance with these Terms, the Company reserves the statutory right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 and the guidelines published by The Better Payment Practice Group.

5. INFORMATION DISCLOSURE

- a)** We request that the Client disclose to the Company all information which is necessary for the satisfactory running and completion of the assignment or which, in the reasonable opinion of the Company, is relevant to the Contract. The Client represents that, to the best of their ability and in good faith, all information disclosed to the Company is accurate and that any written materials supplied may be used as part of the assignment without breach of any third party copyright.
- b)** The Client shall notify the Company straightaway upon becoming aware of any matters, facts or circumstances directly or indirectly affecting the assignment, which appear inconsistent in any material respect alongside information already provided, such that the information previously supplied becomes misleading or inaccurate.
- c)** Information concerning the Client and the Client's business will not be disclosed by the Company to any third party without the Client's written consent, unless otherwise required by law, a Court of competent jurisdiction or by governmental or regulatory authority.

- d)** Restricted use. All proprietary training materials including PowerPoint slides and bespoke exercises used by the Company during the course of the assignment may not be reproduced, re-used, rebranded or otherwise redistributed in any format by the client without the prior written consent of the Company. Such materials are covered by KSL Consulting copyright.

6. PRIVACY

The Company abides by a strict [Privacy Policy](#) which can be found on our website. The Privacy Policy details how we collect, use and store personal data in line with the Data Protection Act 2018.

7. OWNERSHIP

The Client shall own the deliverables of the assignment, which shall not include any proprietary products or methods that the Company may use in the course of the assignment. The Company may retain copies for quality assurance purposes. Subject to the Company obligations of confidentiality, both parties to the Contract shall be free to apply the concepts, techniques, know-how used and developed on the assignment. As freelance training consultants, the Company shall continue to be at liberty to perform similar services for other clients using the Company's general knowledge, skills, experience and personnel.

8. LIABILITY

- a)** The Company undertakes to exercise due care in the performance of the assignment in accordance with applicable professional standards. The Company's objective is to provide a high quality professional service that fully meets the Client's expectations and requirements.
- b)** The Company holds a current Certificate of Professional Liability Insurance to cover any civil liabilities arising from our professional activities.

9. CHANGES TO ASSIGNMENT

The Client may, from time to time, seek to change the nature, scope, date or format of the training assignment or event. The Company will endeavour to accommodate reasonable changes to the assignment. In such circumstances an additional fee may be charged by the Company for any extra design work or unplanned travel expenses resulting from the changes.

Requests by the Client to change the date/s of assignment/s will be accommodated wherever possible and will be subject to the cancellation fees in paragraph 10.b). of this agreement.

Where changes to the nature, scope, date or format of the training assignment significantly and adversely affect the performance of the Company's obligations under the Contract, the Company may suspend the assignment as detailed in clause 10.f).

10. SUSPENSION AND TERMINATION

- a)** The Client may, at any time, terminate the assignment free of charge by giving the Company, not less than forty five days prior written notice of the intention to do so.
- b)** Should the Client need to cancel or postpone the delivery of a training assignment or event, the following cancellation fees will apply:
 - i.** 45 days or more from event: No cancellation fee applies
 - ii.** Between 30 and 44 days of event: 50% of the event fee
 - iii.** Between 15 and 29 days of event: 75% of the event fee
 - iv.** Within 14 days of event: 100% of the event fee

The cancellation fees above will apply equally to re-scheduled assignment or event if subsequently cancelled by the Client.

The cancellation and postponement fees above do not apply if Covid-19 Government guidelines change in the run-up to a face-to-face assignment and these changes adversely affect the Company's ability to deliver the training. In such an eventuality, the Client will be offered a free of charge face-to-face re-booking date, or virtual training – as per their preference.

- c)** Specifically for coaching assignments, if the Client needs to cancel, cancellation charges will apply as follows, for notice given within the following timeframes:
 - i.** Within 4 weeks from event: No cancellation fee applies
 - ii.** Within 2 weeks from event: 50% of the event fee
 - iii.** Within 1 week of event: 100% of the event fee

Any cancellation charge shall be due and payable by the client seven days after the date of the invoice.

- d)** Specifically for psychometric testing, and/or assessment assignments utilising 360 degree questionnaires, once a questionnaire or psychometric test has been purchased and your order has been processed by us, we are unable to refund the cost to you, should you or your candidate be unable to complete the assessment.
- e)** Changes to training location - the Company will endeavour to accommodate reasonable changes to the training location by the Client



after booking. Such changes may result in additional fee/s for travel time and travel expenses. Where the Company is unable to deliver face-to-face training at the new location or venue, for example in regions where there is no specialist trainer coverage, the Company will liaise with the Client to re-arrange the training virtually over Zoom.

- f)** The Company or Client may suspend the assignment if, in the reasonable opinion of the Company or Client, material circumstances adversely affect the performance of the Company's or Client's obligations under the Contract, or where the Company or Client reasonably determines that there has been a material non-disclosure of information by the Client or Company, or material changes in circumstances which significantly alter the scope and/or nature of the assignment.
- g)** The Company or the Client may, by giving notice in writing to the other party, terminate the assignment forthwith if:
 - i.** The period of suspension as described in clause 10.f) exceeds thirty days; or
 - ii.** The Client or Company commits a breach of the Contract and fails to remedy such a breach within seven days of being notified in writing by the Company; or
 - iii.** The Client or Company compounds with or negotiates for any composition or compromise with its creditors or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.
 - iv.** The Client fails to pay the advance fee invoice for their first assignment within the specified date, defined in 'Terms'.
- h)** If the Contract is terminated:
 - i.** Each party to the Contract shall return to the other party, all property belonging to the other party in its possession at the time of termination; and
 - ii.** The Client shall pay forthwith, on demand by the Company, all fees and expenses in respect of all professional services performed by the company under the Contract up to the date of termination together with all reasonable costs and expenses incurred by the Company in connection with and in consequence of the termination of the Contract.
 - iii.** The provisions of this clause 10h) ii shall not apply where the reason for termination is by any act, omission or default of the Company.

11. GOVERNING LAW AND JURISDICTION

This Contract will be governed by and construed in accordance with the laws of England and Wales and shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.