

## **Terms of Business**

The following Terms of Business form a legal and binding contract between People Spark Solutions Ltd. (company registration number 12292128, with registered address at Mullen Stoker House, Mandale Business Park, Durham) and the person, business, or other organisation.

### **Overview**

Approval for work to commence (either written or verbal) shall be deemed as a contractual agreement between the Client (hereafter referred to as 'you', or 'yours') and People Spark Solutions Ltd. (hereafter referred to as 'we', 'our' or 'us'). This also indicates that you accept the Terms of Business below.

### **Statement of Professional Standards**

People Spark Solutions Ltd. will conduct its business in accordance with the professional standards laid down by the Code of Professional Conduct of the Chartered Institute of Personnel and Development (CIPD).

### **Proposals/Quotes**

The price quoted to you is for the work specifically listed on the proposal. It is your responsibility to ensure everything required at the time of the quotation is listed. Any additional products/services/increased number of participants will incur an additional charge.

Unless otherwise agreed, the price listed on the proposal is valid for 3 months from the date of issue. We reserve the right to withdraw any special offers, discounts or other concessions without notice.

### **Payment**

Generally, an advance fee of 50% of the total project cost is required before any work can start, with the remaining 50% payable once delivery has started. You should only pay this advance fee if you agree to our Terms of Business.

Payment of the advance fee will be taken as agreement.

Contracts that extend across several months allow for stage payments. These are negotiated in advance as part of the discussion prior to agreement to the Contract. The costs will be outlined in the proposal.

Once work has commenced, advances are non-refundable.

We reserve the right not to commence delivery until contractual payment (for example advances or stage payment) has been received.

Any additional products or services must be paid for in full before any additional work is started (for example additional delegates for training courses).

You will be invoiced by People Spark Solutions Ltd.

We reserve the right to stop working on your project without notice if payments are not made within 30 days of receipt of our invoice.

### **Cancellation**

Should you wish to cancel at any point after work has begun, you will still be liable for our time spent and will be invoiced accordingly.

Advance payments that have been made are non-refundable.

### **Design Process**

During the design process, you will be given the opportunity to offer your feedback and make changes (business critical). Once you have approved the design, any further changes may be subject to additional charges.

Once we have completed the design stage of your project, it will be submitted to you for final review. All amends must be sent in one go. After this final set of amends, we reserve the right to charge for any further changes requested.

### **Delivery of Services**

We understand that occasionally delivery dates may need to be amended by clients, and with adequate notice, we will endeavour to accommodate wherever possible, however, we reserve the right to decline any requested date change or other amendments at our Managing Director's discretion.

We will endeavour to deliver all products and services in line with our proposed agreement, however, in the event of accident, sickness, extreme weather conditions or other unforeseeable events/circumstances we will not be held liable. As a last resort, we reserve the right to rearrange dates/sessions/times to a mutually agreeable alternative in future. We do not accept liability for any costs incurred as a result of any unavoidable changes of this nature.

## **Copyright**

In instances where you provide images, text, animations or any other content to be used in project design or delivery, you are legally responsible for ensuring that this material does not infringe any copyright.

## **Intellectual Property**

We will retain all rights to the intellectual property to all content, materials and resources used in connection with your project, unless otherwise agreed in writing, prior to starting work.

We reserve the right to use any content, materials and resources used in connection with your project elsewhere although we will never disclose/use any of your bespoke and commercially sensitive elements.

You agree that you will not share any of our content, materials and resources outside of your organisation, nor will you use/disclose it for any purpose other than what is agreed in the project proposal.

## **Third Parties**

We are in no way responsible for the performance or failure of any third-party product or service we use in connection with the project. We will endeavour our best to work through and resolve any problems quickly, but we reserve the right to charge for this additional work.

## **Confidentiality**

To ensure confidentiality and that projects run smoothly, we will only liaise with third parties when approved by you and when we both agree this is the best course of action.

We request that any of our commercially sensitive information such as tools/approaches/models in which you become familiar with in the course of our work together is kept completely confidential.

## **Compliance**

We design all our solutions in accordance with your specifications. It is your responsibility to ensure that all content complies with current legislation, regulations and guidelines.

We cannot accept responsibility for any failure to comply with laws, regulations and guidelines. We may be able to research this on your behalf, upon request,

however, we always recommend that you take legal advice from a qualified solicitor and accept no liability for your failure to do so.

## **Communications**

All feedback, amends, issues and requests must be submitted or confirmed in writing to ensure nothing is misunderstood when undertaking tasks/project work.

## **Changes to Terms**

People Spark Solutions Ltd. reserves the right to amend these Terms of Business without notice.

No amendment to these Terms of Business may be made unless expressly accepted by us in writing.

---

## **Service-Specific Terms**

### **Psychometrics**

- **Scope of Service:** We will provide psychometric assessments as outlined in the proposal.
- **Confidentiality:** All psychometric data will be kept confidential and used solely for the purposes agreed upon.
- **Delivery:** Assessments will be delivered electronically unless otherwise specified.
- **Follow-Up:** Follow-up sessions to discuss the results of the assessments can be arranged at an additional cost.

### **Coaching and Mentoring**

- **Scope of Service:** Coaching and mentoring sessions will be conducted as per the schedule agreed upon in the proposal.
- **Confidentiality:** All discussions during coaching and mentoring sessions will remain confidential.
- **Cancellation Policy:** Sessions cancelled with less than 24 hours' notice may be subject to a cancellation fee.

- **Session Structure:** Each session will be structured to address specific goals and objectives, with progress reviewed regularly.
- **Support:** Ongoing support via email or phone between sessions is available and included in the service.

### **Leadership Development**

- **Scope of Service:** Leadership development programs will be tailored to the needs specified in the proposal.
- **Materials:** All training materials provided are for the exclusive use of the client and may not be reproduced without permission.
- **Feedback:** Regular feedback will be sought to ensure the program meets your needs.
- **Catch-Up Sessions:** Any catch-up sessions required due to missed appointments are not included in the initial fee and will incur an additional charge where appropriate.
- **Evaluation:** The effectiveness of the leadership development program will be evaluated through pre- and post-assessments.
- **Customisation:** Programs can be customised to address specific leadership challenges and organisational goals.

### **Facilitation**

- **Scope of Service:** Facilitation services will be provided as outlined in the proposal.
- **Preparation:** We will work with you to prepare for each facilitation session to ensure it meets your objectives.
- **Follow-Up:** A summary of key points and actions from each session will be provided.
- **Engagement:** Facilitation sessions will be designed to encourage active participation and engagement from all attendees.
- **Tools and Techniques:** A variety of facilitation tools and techniques will be employed to ensure effective outcomes.