



CMR Consultancy Terms of Business;

1. DEFINITIONS

1.1 In these Terms of Business the following definitions:

“**Client**” means the person; firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to which instructs CMR Consultancy to undertake training or consultancy;

“**Agency**” means CMR Consultancy;

“**Training or Consultancy**” means the work instructed and requested by the client and can take any form of content however it will be linked to a time period of involvement with the client and or clients’ employees, or customers’;

“**Fees**” means the remuneration agreed for the training or consultancy based on the time or involvement of the agency with the client

1.2 Unless the context requires otherwise, references to the singular include the plural.

1.3 The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

2. THE CONTRACT

2.1 These Terms constitute the contract between the Agency and the Client and are deemed to be accepted by the Client by virtue of agreeing what the agency will undertake and over what time period.

2.2 These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of the Agency, these Terms of Business prevail over any other Terms of Business or purchase conditions put forward by the Client.

2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Agency and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

3. NOTIFICATION AND FEES

3.1 The Client agrees;

a) To pay the full invoice of the Agency’s fee within 14 days of the date of invoice.

3.2 the Agency reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

3.3 to pay the fee payable to the Agency for any training or consultancy in accordance with your quoted fee structure;

All rates are quoted exclusive of VAT which will be charged at the ruling rate and exclusive of costs which will be agreed at time of booking.

4. REFUNDS & CANCELLATIONS

4.1 The Agency requires a minimum of 2 weeks’ notice for any cancellation of training or consultancy days from the client. If the cancellation notice by the client is given less than 2 weeks prior to the training date the client shall be liable to pay the Agency a minimum fee of 50% of the fee agreed for the whole training or consultancy.

5. LIABILITY

5.1 The Agency shall not be liable under any circumstances for any loss, expense, damage, delay, costs, or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Agency training for an employee. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence.

6. LAW

6.1 These Terms are governed by the Law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales

Signed for and on behalf of the Client: _____

Print Name & Title: _____

Date: _____