

The Keil Centre Limited Consultancy Terms of Business

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DEFINITIONS

- 1.1 'Client' is the organisation contracting TKC as set out in the Proposal;
- 1.2 'Contract' means the Proposal together with these Consultancy Terms of Business, or mutually agreed alternative;
- 1.3 'Fees' means the fees, as set out in the Proposal, payable by the Client to TKC in respect of the Services;
- 1.4 'Proposal' means the proposal attached to these Consultancy Terms of Business;
- 1.5 'Services' means the consultancy services to be provided by TKC to the Client as more fully set out in the Proposal;
- 1.6 'TKC' means The Keil Centre Limited;
- 1.7 'Working day' means Monday to Friday, excluding bank or public holidays.

SERVICES

- 2.1 The Keil Centre (TKC) will provide Services to the Client on, and subject to, the Contract. TKC will assume acceptance of these Terms of Business by the Client unless notified otherwise.
- 2.2 Upon issue of a request of Services by the Client, the Client authorises TKC to proceed with the relevant preparations required for the delivery of the Services.

CONTRACT and FEES

- 3.1 The Proposal and Terms of Business will, unless otherwise stated, remain capable of acceptance by the Client for a period of 90 days from the date of issue to the client.
- 3.2 The Fees set out for the Services are based on TKC's understanding of the Client's requirements as set out in the Proposal. In the Proposal, chargeable consultancy days are normally a maximum of 8 hours (including lunch breaks) between 08.00 and 18.00, Monday to Friday and excluding Public Holidays. For work outside of these times, or outside of Australia, higher rates may apply.



- 3.3 TKC reserves the right to make additional charges for:
- 3.3.1 *Staff time spent in excess of that estimated for the provision of the Services as a result of any delays caused in delivery of the Services due to any act or omission of the Client;*
 - 3.3.2 *Staff time spent travelling;*
 - 3.3.3 *Staff time for planning or other meetings requested by the Client in addition to those allowed for in the Contract;*
 - 3.3.4 *Any services or materials requested in writing by the Client that TKC agrees in writing to provide and that are additional to those allowed for in the Contract, which shall then become part of the Services.*
- 3.4 TKC may also charge the Client for reasonable expenses incurred by TKC in the provision of the Services including, where necessary:
- 3.4.1 *Travel, accommodation and subsistence charged at cost with the exception of mileage charged at -88 cents/km;*
 - 3.4.2 *All bought-in goods, services and sub-contracted items referred to in the Proposal as being necessary and charged for separately from the Fees.*
- 3.5 Goods and Services Tax (GST) 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 GST.
- 3.6 TKC will issue invoices in accordance with the terms stated in the Contract. Unless otherwise stated in the Contract, TKC will issue invoices at the end of each month for work completed during that period, If the Client delays planned progress on provision of the Services, TKC reserves the right to submit interim invoices. TKC will also submit invoices in respect of any additional work carried out as referred to in Clause 3.3.
- 3.7 All invoices will be paid by the Client within 30 days of the date of invoice, unless otherwise agreed in the Contract. TKC reserves the right to charge the Client interest and costs of recovery in accordance with the UK Late Payment of Commercial Debts (Interest) Act 1998 (as amended).
- 3.8 TKC will claim reimbursement from the Client for carbon offsetting fees in the course of its business for the client unless notified to the contrary by the Client prior to travel arrangements being made.

CANCELLATION and POSTPONEMENT

- 4.1 Unless otherwise specified in the Contract, TKC reserves the right to charge for events (including but not limited to courses, workshops, presentations, and meetings) 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 Services) to be paid as a cancellation or postponement charge:

Days prior to event	Percentage of fees charged
>20 Working Days	No charge
19-15 Working Days	25%
10-14 Working Days	50%
<10 Working Days	100%

- 4.2 In addition, the Client will bear the full cost of any fees or expenses incurred by TKC for cancellation of venues, materials or travel arrangements.
- 4.3 Services that are postponed by the Client, rescheduled, and subsequently cancelled outside the chargeable cancellation period in clause 4.1, may still be chargeable.
- 4.4 In the unlikely event of illness or other unusual circumstances, TKC will endeavour to replace the consultant delivering the Services with one of a similar level of experience.

COPYRIGHT and INTELLECTUAL PROPERTY

- 5.1 Other than in respect of information that the Client has supplied to TKC, TKC shall, as between TKC and the Client, own all copyright and any other intellectual property rights throughout the world subsisting in all work produced by TKC in the course of provision of the Services ("Work") in whatever form or media (including, without limitation, any materials provided to the Client ("Materials")) unless otherwise indicated in the Proposal as "Client Materials".
- 5.2 If the Client requires TKC to incorporate any material into the Work and supplies TKC 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 licences for the proposed use by TKC of such material; and the Client will indemnify and keep TKC 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 5.1, the Client agrees that it shall not copy or amend the Work or do or authorise any other act that may infringe or devalue TKC's copyright or other intellectual property rights. Materials are supplied for the sole use of the Client. Materials may be used for internal training and assessment purposes only, and no other use is allowed. Documents or information based on Materials may not be supplied to any third party without the express written consent of TKC. No copyright notices may be removed from Materials by the Client.

ASSOCIATES

- 6.1 TKC shall be entitled, with the agreement of the Client, to appoint associates to provide all or part of the Services.
- 6.2 If the Client nominates associates to work with TKC in the provision of the Services, the Client shall be responsible for such nominated associates. TKC reserves the right to withdraw co-operation from any nominated associates if the performance or actions of such persons or organisations prevents TKC fulfilling its obligations under the Contract or poses any form of commercial or reputational threat.

CLIENT'S OBLIGATIONS

- 7.1 The Client will ensure that its staff, contractors and other suppliers co-operate fully with TKC and cause no delay.
- 7.2 Whilst TKC's employees or associates are working on the Client's premises, the Client will ensure the health and safety of those people. The Client will indemnify TKC and keep TKC indemnified against all losses, damages and expenses incurred or suffered by TKC in connection with any and all claims made in respect of any injury, death or loss suffered by those employees or associates as a result of working at the Client's premises.

CONFIDENTIALITY and DATA PROTECTION

- 8.1 TKC shall observe the requirements of the European Union General Data Protection Regulation (the "GDPR") and any other applicable data privacy legislation in relation to information regarding identifiable living individuals ("Personal Data").
- 8.2 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', falls within the GDPR definition of "special category data" 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.
- 8.3 The provisions of Clause 8 shall not apply to any information disclosed by a party ("Disclosing Party") that:
 - 8.3.1 *Is in, or comes into, the public domain (except as a result of a breach of the terms of the Contract);*
 - 8.3.2 *Was already in the possession of the Disclosing Party at the time of its receipt from the other party;*
 - 8.3.3 *Is received by the Disclosing Party from a third party who was not under a legal obligation of confidentiality with respect to it;*
 - 8.3.4 *Is required by law to be disclosed by the Disclosing Party.*
- 8.4 Where TKC discloses to the Client any Personal Data (including but not limited to psychometric test results, 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 GDPR, 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 fulfil 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 *Indemnify and keep TKC 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.*

- 8.5 The Contract shall be treated as confidential information for the purposes of Clause 8.

TERMS and TERMINATION

- 9.1 The Contract shall be effective from the date that TKC receives a request of Services from the Client. The Contract shall continue in full force and effect until the Services have been completed or the Contract is terminated in writing, 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 the other party means that the breaching party may not be able to pay its debts.*
- 9.3 TKC may terminate provision of the Services at any time if:
- 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 TKC's prior written agreement.*
- 9.4 On termination, TKC 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 TKC 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, 8, 9 and 10 shall survive expiry or termination of this Contract howsoever caused and shall remain thereafter in full force and effect after termination.


GENERAL

- 10.1 If either party is prevented, in whole or in part, from performance of any obligation under the Contract (other than an obligation to make a payment) due to circumstance beyond the reasonable control of that party, then such party shall not be held responsible for the non-performance of such obligation during the continuance of the delay, provided prompt notice and full particulars of such delay, including information of the estimated duration of such event, have been given to the other party.
- 10.2 No variation of this Contract shall be valid unless it is in writing and signed by both parties.

- 10.3 This Contract constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this Contract.
- 10.4 This Contract shall be governed by and construed in accordance with the law of Scotland and the parties each hereby submit to the exclusive jurisdiction of the Scottish courts in relation to all matters arising out of this Contract (contractual and non-contractual).



Chiara Amati,
Director



Richard Scaife,
Director

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