

# Standard Terms of Business

These terms and any agreed conditions or alterations, apply to any agreement between TripleAconsult ("the Company") and the other party to such an agreement ("the Client").

Any agreed conditions or alterations, in writing, shall have precedence in interpretation but otherwise; it is assumed that these terms have been accepted, in their entirety.

**All prices shown (current at 1<sup>st</sup> May 2023) excluding VAT**

## **1. FEE STRUCTURE – normal weekday working**

The fees quoted are for interventions undertaken on the UK mainland (see Item 2.1 and Note 4, below for overseas expenses and surcharges), on a per person (practitioner or operative) basis, inclusive of all or any travelling and accommodation charges for sites within 100 miles of Stockley Park, Heathrow

### **1.1 Standard Rates:**

- 1.1.1 Ad-hoc or short duration consultancy and closed (i.e. in-house) training courses (including courses arranged on behalf of the Client, at external venues), (maximum course sizes apply, depending on both the nature and structure of the course):
- Standard day rate (up to 7 hours) (for training this will facilitate 6 contact hours)  
£1,500.00 ex VAT
  - Standard half-day rate (up to 3.5 hours - either AM or PM)  
£750.00 ex VAT
  - Standard hourly rate (15% of standard day rate)  
£225 ex VAT

### **1.2 Cancellations (Webinars/workshops):**

Less than 20 working days of booking	Full amount due
Between 21 and 30 days of booking	50% of full amount due
Over 31 days notice	Full refund

## **2. PAYMENT**

- (a) Access to training platform, invoices payable on receipt of invoice.
- (b) Payment for consultancy and operational activity, including expenses (if applicable), becomes due on acceptance of the activity.
- (c) Retained clients, only, will be invoiced on the basis that all intervention, including training, is payable within 30 days of invoice.

### **3. NOTICE PERIOD**

One month prior to the end of the contract.

### **4. WARRANTY AND LIMITATION OF LIABILITY**

The Company warrants that it will perform the agreed duties with proper care and skill and aims to provide consistently high levels of service quality. Unless otherwise expressly stated, the maximum liability of the Company, in respect of legal liability toward the client, whether in contract, tort, statute or common law, arising out of services provided under this agreement is limited to a sum not exceeding the actual value of any proved, attributable, direct or indirect loss or £1,000,000, whichever is the less.

### **5. INTELLECTUAL PROPERTY**

Subject to any and all existing rights, all intellectual property rights arising during the course of the agreement shall belong to Triple A Solutions.

### **6. CONFIDENTIALITY**

The Company undertakes that it will not disclose to any third party, without the Clients' express consent, any confidential information concerning the Client that may have been obtained during the course of this agreement. This obligation shall not, however, apply to any information which:

- (a) is in the public domain, other than through a breach of this agreement, or
- (b) has been lawfully received by the Company from a third party without restriction.
- (c) was already in the Company's possession at the date of this agreement, or
- (d) was independently developed by the Company without use of the Clients' confidential information.

The Company will ensure that each and every practitioner or operative supplied by it will be bound by like obligations.

### **7. QUALITY**

The Company has adopted the principle that Client care is its prime motivation and has ISO9001:2015 accreditation. Regular monitoring and review is undertaken in order to assess and maintain high quality standards.

## **8. COMPETENCE**

All practitioners and operatives, employed by the Company, have attained a level of competence commensurate with their contracted role and have been selected on the basis of their proven ability and their commitment to the principle of Client care.

## **9. CODE OF PROFESSIONAL CONDUCT**

- (a) The Company provides superior quality services by tailoring them to meet the researched needs of the Client.
- (b) The fee structure fully reflects the need to provide sufficient time and resources, to each intervention, in order to maintain high standards of quality in service provision.
- (c) Practitioners and operatives owe primary loyalty to the community at large and the environment affected. In any conflict of interest between this and the contractual obligation(s) to the Client, the primary duty will take precedence. However, all efforts will be made to avoid professional judgements being influenced by any conflict of interest and the Client will be kept informed of any potential conflict that may arise.
- (d) Practitioners and operatives are mindful of their own personal development needs and all interventions are designed to reflect the best-validated, current, research. They will take all reasonable steps to maintain and develop their professional competence and will provide, to the best of their ability, opinions that are objective and reliable. They will not undertake responsibilities which they are not able to discharge but will accept personal responsibility for all work carried out by them, or under their direction.

## **10. SEVERABILITY**

In the event that any part of these terms is made void by any enactment, regulation or the decision of a competent court, the remaining parts shall continue in full force and effect.

## **11. WHOLE AGREEMENT**

This document, together with a proposal (if applicable) and any agreed special conditions, contains the entire agreement between the parties and supersedes any prior agreements or understandings.

## **12. GOVERNING LAW**

This document shall be governed and construed according to English Law.



**Notes:**

- (1) All work undertaken outside of the normal daytime hours (08:00 – 18:00) will be charged on the basis of the relevant (i.e. standard or retained) rate, plus the appropriate surcharge(s).
- (2) All work undertaken overseas (including Northern Ireland and Eire, The Channel Islands and The Isle of Man etc.) will be charged on the basis of the standard day rate (unless on placement), plus the appropriate surcharge(s), plus an additional overseas surcharge, plus travelling and accommodation charges, as appropriate.