

### **A Consultancy, Facilitation and Group Programmes**

1. The project outcomes will be agreed with the Client before the work is engaged. Such outcomes together with these terms will form the basis of the contract. Consultancy projects and group programme content will be organised and designed by Enabling Development Ltd (EDL) to a formula agreed with the Client. This will be written up as a proposal.
2. Enabling Development Ltd will work with the client to achieve the client's outcomes. All work is confidential to the Client.
3. The expenses of materials, room hire, travel and accommodation are the Client's unless otherwise agreed. Expenses are usually billed as projected and then adjusted on completion of the programme.
4. Commencement of the programme will be conditional upon agreement and signature by both parties of the SCHEDULE OF RATES that will contain a summary of the services to be provided (as per the proposal in 1 above) and the invoice total. The Client will provide a purchase order number as part of the contract schedule and before the programme may commence if that forms part of their procurement protocol. The payment plan will be agreed with the Client prior to commencement.
5. If a project is cancelled within four weeks of the agreed start date then the Client is responsible for all expenses already incurred and up to 50% of the fees.
6. If a project is cancelled within two weeks of the agreed start date then the Client is responsible for all expenses already incurred and up to 100% of the fees.
7. EDL's liability in damages for any claims shall, except for damages for personal injury or death, be limited to the amount payable by the client under this Agreement and EDL shall in any event have no liability for indirect or consequential loss.
8. Any additional terms arranged between the Client and Enabling Development Ltd will be agreed in writing prior to the commencement of the programme.
9. Each party's Intellectual Property Rights will remain its own property.
10. Either party receiving confidential information from the other shall keep that information completely and strictly confidential and shall not use that confidential information except for the purposes of this agreement.
11. For the purposes of the Contract (Rights of Third Parties) Act 1999 the parties state that they do not intend any term of this agreement to be enforceable by any third party and no term of this agreement shall be enforceable by any third party.
12. The invalidity or unenforceability of any provision of this agreement shall not prejudice or affect the validity or enforceability of its other provisions.
13. This agreement is governed by English law and subject to the exclusive jurisdiction of the English Courts.
14. This agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement.

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### **B One to one coaching** (to complement those in A above)

1. The broad outcomes, the overall length of the coaching programme and the number of individual sessions will be agreed with both client and participant prior to commencement of the programme. This will determine the professional fee and form the basis for the contract which may be written up as a proposal.
2. Enabling Development Ltd will work with each participant to achieve the outcomes agreed with both the client and participant. Should the client specifically recommend a topic on behalf of a participant then this will be discussed with the participant before the programme commences.
3. Participant commitment is an essential part of successful coaching. The client and participant will commit to complete the coaching programmes within the time frame agreed. This will be specified in the Contract Schedule. Session schedules will be agreed between participant and consultant. (usually monthly)
4. Should the participant cancel a session within one week of the date agreed between the participant and consultant then we reserve the right to charge an additional fee to cover cancellation and completion of the programme. This fee will be the proportion of the overall coaching assignment cancelled. (ie if 10 sessions agreed in the contract and schedule of rates– 10% of the total fee)
5. If the participant cancels an individual programme after having completed session 2 then Enabling Development Ltd reserves the right to charge the client the full fee.
6. The relationship between consultant and participant will be strictly confidential. However it is assumed by the consultant that the outcome of the coaching process is the subject of a constant dialogue between participant and their line manager or other agreed client representative (eg HR partner). This will be discussed between the participant and the consultant as the coaching assignment commences.

### **C Fee Structure**

#### **C1 Fee rate**

Our fee rate is as agreed with the Client in the proposal. We will then sign a contract schedule of rates plus projected materials and expenses. VAT is charged at the appropriate rate in force at the time the work is delivered.

Clients are invoiced as the programme/project is agreed within the contract schedule.

#### **C2 Payment terms**

Payment terms are 30 days from invoice date. In line with current UK legislation we reserve the right to charge interest at 8% over base rate for accounts which are overdue.

We prefer BACS payment and account details are on each invoice.

### **D Definitions**

CLIENT:	The corporate body which contacts the work
PARTICIPANT:	The individual member of the client organisation being coached
CONSULTANT:	The Enabling Development Ltd consultant delivering the coaching programme