



IBANHEADS LTD - TERMS AND CONDITIONS OF BUSINESS FOR HR CONSULTANCY SERVICES, TRAINING AND DEVELOPMENT SERVICES AS SPECIFIED IN THE ATTACHED PROPOSAL.

Ibanheads Ltd agree to provide you with consultancy, HR, training and development services as specified in the attached proposal document. This agreement shall be construed in accordance with English Law and the English courts have exclusive jurisdiction. The services will be delivered according to the following terms and conditions:

1. The registered company address for Ibanheads Ltd is Brownlow Cottage, Welshampton, Shropshire, SY12 0PH, England.
2. Catherine Turner is the owner of Ibanheads Limited. Contact can be made via kate.ibanheads@gmail.com or 07795116121
3. Ibanheads Limited will provide a service to you as external consultants and nothing in this agreement shall be construed as an offer or acceptance of employment, or as making us or any of our consultants or associates an agent of your organisation. We will invoice you for our services and hold full responsibility for taxes, NI and any VAT due to be paid. During our work with you, we may agree that one of the consultants within our organisation or one of our associates shall represent your organisation, that will be agreed on a case-by-case basis.
4. If we agree that additional or associate consultants are required for a project, Ibanheads Limited will always remain the lead consultant and your first point of contact. The agreement for provision of services remains between your organisation and Ibanheads Limited. We reserve the right to request associate consultants to assist in providing our services to you.
5. Ibanheads Limited will maintain the confidentiality of your contact details and any information we gain about your company and/or individual employees in the course of our work. We will not share your details with any third parties without your prior consent unless legally required to do so. Data stored on our computers and on paper records is stored securely and we comply with relevant data protection requirements.
6. When we are providing individual advice, coaching, or group training sessions, the content of discussions during these times remain confidential between Ibanheads Limited and the parties involved. The organisation may receive a brief report of the outcomes only if this is agreed in advance with the participants.

7. Ibanheads Limited will provide a proposal or schedule of works prior to our working together. We will then agree the specific details of the service that will be provided. We agree to provide a service that meets the objectives and outcomes we agree, as far as this is within our control. We reserve the right to change some aspects of the service in order to best meet the needs of the individuals we are working with or to meet changing demands as the project progresses. Ibanheads Limited does not take responsibility for service objectives not being met, where this is within the personal control, or choice of the individuals in your organisation that we are working with, or where this is due to issues arising within your business, or other and unforeseen events.
8. Neither you nor Ibanheads Limited shall be liable for any failure or delay in performing their obligations under these Terms and Conditions where such failure or delay results from any cause that is beyond either your or their reasonable control. Such causes include, but are not limited to power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action.
9. During the period of time that Ibanheads Limited is contracted to provide you with a service, we and any of our associates will act in good faith and in a manner that is professional, courteous and in the best interests of the organisation and the individual employees. We will utilise our skills, experience, knowledge, and expertise to achieve the maximum return on investment for the service you have contracted us to provide. In return, we expect to be treated in a similar manner.
10. Ibanheads Limited will provide you with fee information prior to the start of our working together. Once we have agreed a fee, this can only be varied by mutual agreement or by our prior notification to you of a fee increase or in the case of on-going or retained services. If the scope of work changes such that extra fees are applicable, we will notify you in advance. Once a proposal has been accepted and a fee agreed, if you wish to vary or change any of the details you must notify Ibanheads Limited in writing as soon as possible. Ibanheads Limited shall endeavour to make any required changes and will invoice you for any additional costs incurred. Fees are quoted exclusive of VAT, travel and other reasonable expenses unless otherwise specified. Expenses will usually be agreed prior to commencement of work and subject to the needs of the service provided.
11. Ibanheads Limited will invoice you either as follows or according to a schedule that we agree prior to the start of our working together.
 - (a) Terms and Conditions for Consultancy and HR Support – For ad – hoc projects an invoice will be submitted on completion of the required work or at staged payment intervals throughout the project as agreed, normally 25% of fee will be taken upon booking of a project to be done and prior to work starting, with 25% at the end of the first half of work being done and 50% upon completion, with payment to be made within 10 days of invoice. Specific Terms of payment will be outlined in the proposal or works schedule submitted prior to us commencing work with you.

(b) Terms and Conditions for Retained Outsourced HR Services – First month or part of months fee to be paid in advance, then agreed monthly retainer amount to be paid by standing order or direct debit, to be received by Ibanheads Ltd on the date of agreement of each subsequent month so that payment is in advance for the following month. Three months' notice is required to cancel this retained agreement unless service agreement states otherwise and a minimum of 6 months service taken at start of contract.

Any work in addition to the scope of the retainer (usually 4 hours verbal HR support a month) will be invoiced as (a) above. Travel expenses and other costs such as contract writing or documentation provision, visits to site, interviews and other services will be added to the subsequent months invoice or invoiced separately.

(c) Terms and Conditions for Training and Coaching – Invoices will be submitted upon the completion of the training day(s) if these are one off event bookings or a number within a short period of time. Where a series of training events are booked over a longer period, invoices will be submitted monthly or at agreed payment intervals as per consultancy terms above. An initial deposit, usually of 25% will be taken and will be outlined in the proposal or works schedule submitted prior to us commencing work with you.

12. Payment is due as follows:

(a) For outsourced retained HR Services, the first month or part month fee is due on presentation of invoice prior to the work commencing. Subsequently payment is due on the date of the service agreement each month.

(b) For Consultancy and ad hoc HR Support, Training and Coaching the agreed deposit, usually 25% required on presentation of invoice prior to work commencing. Payment for completed work invoices is due within 10 days of presentation of the invoice.

13. In accordance with The Late Payment of Commercial Debts (Interest) Act 1998, Ibanheads Limited reserves the right to charge interest at 8% above the prevailing Bank of England rate. Additionally, for significantly delayed payments, we reserve the right to charge reasonable debt recovery costs, in accordance with the limits specified in this legislation. If for any reason you reach a situation where you will be unable to pay in accordance with these outlined Terms and Conditions, please advise us so that we may discuss alternative payment arrangements. We will only discuss alternative payment terms in exceptional and/or unforeseen circumstances.

14. Once an agreement is made for Ibanheads Limited to provide any service other than the outsourced retained HR Support, the following conditions apply to cancellations made prior to the agreed start date or scheduled work dates or during the time in which an agreed work schedule is due to run:

(a) For cancellation 5 to 10 working days before the start date or any booked day/part day of work, 50 % of fee will be charged.

(b) Any cancellation less than 5 working days 100% of fee will be charged.

(c) For cancellation between 11 and 20 working days before the start date or any booked day/part day of work, 25% of the fee will be charged.

(d) And for cancellations longer than 20 working days before the agreed start date or any booked day/part day of work, we reserve the right to charge £500 administration fee plus the costs of any planning meetings and resources already purchased.

(e) For a request to reschedule dates there is no additional charge but we reserve the right to invoice on the date as if the service was provided when originally scheduled. If no mutually agreeable alternative dates can be found, we reserve the right to charge as if a cancellation has been made.

(f) In addition, for cancellations or rescheduled dates, we will invoice for all out of pocket expenses.

23. A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of the Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
24. Ibanheads Limited shall not be liable for any indirect or consequential loss arising out of or in connection with this agreement or its subject matter even if we had notice of the possibility of such loss.
25. We shall not be liable for any loss of business, loss of profits, loss of anticipated savings, loss of reputation, loss of goodwill or business interruption or increase in bad debt arising out of or in connection with this agreement or its subject matter even if we had notice to the possibility of such loss.
26. Subject to clauses 24 and 25 above our entire liability in respect of all claims arising out of or in connection with this agreement and our services (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) in any period of 12 calendar months shall not exceed an amount equal to the sums received by or due to us from you during that period.
27. Nothing in the Agreement excludes either party's liability for death or personal injury arising out of its
or its employees' negligence or for fraudulent misrepresentation.
28. We shall terminate this agreement with immediate effect, without prejudice to any other rights or remedies, by notice in the event that you:
 - (a) commit any material breach of this agreement and such breach (where capable of remedy) is not remedied to our reasonable satisfaction within 14 days of notice.
 - (b) commit any material breach which is not capable of remedy
 - (c) are unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986) or become insolvent or are subject to an order or a resolution for your liquidation, administration, winding up or dissolution.
 - (d) are subject to a notice of intention to appoint an administrator (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986) or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets or enters into or proposes composition or arrangement with your creditors generally;
 - (e) cease or threaten to cease to carry on business.
29. These Terms and Conditions and associated proposal are binding for the full duration of every assignment that Ibanheads Limited undertakes for you unless we issue you with an amendment. These Terms and Conditions supersede any previous agreements and comprise the entire agreement between us.
30. Ibanheads Limited shall operate on the understanding that you are in agreement with these Terms