



# Footprints Consulting

## Terms of Business

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## 1. INTERPRETATION OF TERMS

1.1 In these Terms of Business the following terms shall have the following meanings:

1.1.1 **Assignment** means the project or programme set out as Services in the Letter of Engagement.

1.1.2 **Billed** means to be charged and invoiced.

1.1.3 **Commencement Date** means the date works will begin and is set out in Letter of Engagement.

1.1.4 **Consultancy** means everyone who works for (and on behalf of) Footprints Consultancy Ltd, including the business itself and any and every individual.

1.1.5 **Engagement** means the time under contract between the Client and Consultancy.

1.1.6 **Individual** means the representative of Footprints Consulting Ltd assigned to provide the Services set out in Letter of Engagement.

1.1.7 **In writing or written** means in email format as well as letter format, whichever is the easiest or preferred method. If letter format is preferred by the Client, it is the responsibility of the Client to keep in mind deadlines for receipt and how these could be affected by timings of postal services.

1.1.8 **Letter of Engagement** means the contract between the Consultancy and the Client for the project or programme of Services.

1.1.9 **Matter** means the subject or situation concerned with the instructions from the Client, which prompted the Client to seek external help. The Services set out in the Letter of Engagement address the Matter.

1.2 Unless specified otherwise, any words which could use the plural as well as the singular, should be interpreted to include both regardless of the number indicator used.

1.3 Unless specified otherwise, the use of singular gender should be interpreted as referring to all genders recognised by law regardless of the gender indicator used.

1.4 Further Interpretations of Terms are provided in the body of these Terms of Business.

## 2. TERMS OF BUSINESS

2.1 These terms of business (as updated from time to time and according to revision reference and dates) and together with, where provided, our Letter of Engagement (including any schedule, attachments or appendices) and any Service Level Agreements, form the contract between the Client and Footprints Consulting Ltd.

2.2 If there is any inconsistency between our Terms of Business and our Letter of Engagement, the Letter of Engagement will prevail. Unless otherwise agreed, the receipt by you of Services from us will be deemed to be on these Terms of Business.

2.2.1 By signing the Letter of Engagement, you also accept these Terms of Business in the contract.



2.3 These Terms of Business will apply to all future workings. If the Terms of Business are updated during our tenure with you, we will supply you with the updated Terms. These will then take precedence over any former Terms of Business.

### 3. YOU AND FOOTPRINTS CONSULTING LTD

3.1 Where we use 'you', 'your', or 'the Client' in these terms, we refer to the Client identified in the Letter of Engagement and anyone else authorised to give instructions on that Client's behalf. Where we say 'we', 'us', 'I', 'our', 'the Company', 'the Consultancy' or 'the Consultant', we mean Footprints Consulting Ltd.

3.2 The contract is between you and Footprints Consulting Ltd and not with an individual partner, employee or agent of Footprints Consulting Ltd.

3.3 Footprints Consulting is a limited company registered in England & Wales. Its company number is 12554445. Its registered office is at Windrush, Jesmond Gardens, Newcastle upon Tyne, NE2 2JN, UK.

3.4 We are registered for VAT purposes. Our VAT registration number is GB349013020.

### 4. STATUS

4.1 The relationship of the Consultancy to the Client shall be that of independent contractor and nothing in any agreement shall render it an employee, worker, agent or partner of the Client.

4.2 This agreement constitutes a contract for the provision of Services and not a contract of employment. The Consultancy cannot and will not seek obligation from the client to provide:

(a) any income tax, National Insurance or any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by the Consultant in respect of the Services, where such recovery is not prohibited by law.

c) any employment benefits associated with the Client including but not limited to; staff equipment such as mobile phone or laptop, SSP, holiday pay and entitlement, health insurance, maternity leave, pension scheme or redundancy pay.

(b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant or any substitute against the Client arising out of or in connection with the provision of the Services.

### 5. TERMS OF ENGAGEMENT

5.1 The Client shall engage the Consultancy and the Consultancy shall make available to the Client an Individual to provide the Services on the terms of this agreement.

5.2 The Engagement shall commence on the Commencement Date set out in the Letter of Engagement and shall continue until terminated:

(a) as provided by the Letter of Engagement; or



(b) by either party giving to the other not less than 4 weeks' prior written notice.

5.3 Neither party seeks to create or imply any mutual obligation between the parties in the course of the performance of this contract for Services or during any notice period.

5.3.1 The Client is not obliged to offer work to the Consultant and the Consultant is not obliged to accept work where offered or provide services.

5.3.2 The Client is not obliged to pay the Consultant at any time that there is no work available or for periods where no work is undertaken.

## 6. SCOPE

6.1 We shall provide the Services to you with reasonable skill and care. The scope of the Services we will provide is outlined in the Letter of Engagement.

6.2 Any services required outside or in addition to the Services set out in the Letter of Engagement will be treated as extra costs and billed at our standard day rate.

6.3 Training, presenting or pitching on behalf of the Client not set out in the Letter of Engagement will be deemed as a separate project to Services provided and shall require a specific Letter of Engagement and shall be invoiced separately.

## 7. ADVICE

7.1 Our advice applies to the specific matters it deals with. Our advice is given for your benefit and it is to you that we owe our duty of care. The duty of care does not extend to third parties. It is up to you how you apply this advice.

7.2 Our advice is provided in accordance with our professional opinion and guidelines and the proper interpretation of the information you have given us.

7.3 The advice we give you is not for any other person outside your company. You must keep our advice confidential and obtain our prior written consent if you wish to disclose our advice to any other person during this time. The advice given is only legally yours after we have received full payment of Services.

7.4 The advice we give you is solely based on the access to information provided by the Client. Should the Client withhold any access or essential information for us to complete the works, we cannot be held responsible for the oversight and any subsequent problems this causes.

## 8. INTELLECTUAL PROPERTY

8.1 Intellectual property (IP) will be passed into ownership to the Client listed in the Letter of Engagement on completion of the project(s) and on payment of invoice.

8.1.1 Depending on the length of the project(s) the IP ownership transaction expectation will be outlined in the Letter of Engagement and will be stipulated on the final invoice. On completion of payment, the IP ownership of that project will be transferred to you.



8.2 The IP means patents, trademarks, design rights, copyright, know how, methodologies, strategic documents, planning documents, campaign plans (executed or otherwise) and any other documentation listed in the provision of Services in the Letter of Engagement.

## 9. CONSULTANT OBLIGATIONS

9.1 The Consultant is responsible for the performance of the assignment, answerable for key milestones and for deliverables and responsible for exercising initiative as to the execution of the Engagement.

9.2 During the Engagement the Consultant shall:

- (a) provide the Services with all due care, skill and ability and use its best endeavours to promote the interests of the Client;
- (b) unless the Individual is prevented by ill health or accident, devote at least 1 day in each calendar month to the carrying out of the Services, together with such additional time, if any, as may be necessary for their proper performance; and
- (c) promptly give to the Board all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services or the business of the Client.

9.3 The Consultancy shall use its reasonable endeavours to ensure that an Individual is available at reasonable notice to provide such assistance or information as the Client may require.

9.4 Unless it has been specifically authorised to do so by the Client in writing:

- (a) neither the Consultancy nor the Individual shall have any authority to incur any expenditure in the name of or for the account of the Client; and
- (b) the Consultancy shall not hold itself out as having authority to bind the Client.

9.5 The Consultancy and any individuals shall comply with all reasonable standards of safety, security and office procedures from time to time in force at the premises where the Services are provided and report to the Client any concerns with these matters if spotted.

9.6 The Consultancy may use a third party to perform any administrative, clerical or secretarial functions that:

- (a) the Client will not be liable to bear the cost of such functions; and
- (b) at the Client's request, the third party shall be required to enter into direct undertakings with the Client, including with regards to confidentiality.

9.7 The Consultancy shall:

- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);



(b) promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Consultant in connection with the performance of this agreement.

9.8 If requested from the Client, the company will provide a shortlist of recommended specialist subcontractors to perform separate services for the Client or to execute part or all of the Services provided by the Consultant.

9.8.1 The Consultancy shall not make final decisions on the specialist subcontractor selection on behalf of the Client. It shall only provide an advisory role.

9.8.2 The Consultancy is not liable to pay any fees requested by the subcontractor nor its contract. The contract between the Client and the specialist contractor is between only those parties and entirely separate to the contract between the Client and the Consultancy.

9.8.3 At the request of the Client, the Consultancy shall manage the relationship between the Client and the specialist subcontractor. This shall be treated as a separate assignment and a specific Letter of Engagement for this instruction must be signed between the Client and the Consultancy.

9.9 Unless we agree in writing otherwise, we shall bill you in respect of our Services on a monthly basis. Invoices are to be settled within 14 days of the invoice date.

## 10. CLIENT OBLIGATIONS

10.1 You appoint us to provide the Services on the basis of these Terms of Business and the terms set out in the Letter of Engagement.

10.2 The entire scope of the Services to be provided as part of any instruction is set out in the Letter of Engagement. Nothing shall bind us to perform any role or function other than is documented in the Letter of Engagement.

10.3 Any third parties that are required to execute or perform part or all of the advice or direction of the Services provided will not be under these Terms of Business. It is the responsibility of the Client addressed in the Letter of Engagement to ensure the right contract has been agreed with any specialist subcontractors.

10.3.1 Should a third party be required to execute part or all of the activities outlined at the end of each assignment, you acknowledge that

(a) it is your obligation to select, engage with and pay any fees requested by this third party;

(b) that it is separate from your contract between you and us and shall not seek repayment for these services from Footprints Consulting Ltd.

10.3.2 If you instruct us to engage a third party or specialist subcontractor (such as creative agencies or freelancers) on your behalf, we do so acting as your agent and you will be responsible for their fees in addition to our own.

10.4 You will grant us the necessary access to your clients, staff and business information so that we may perform the necessary Services outlined in the Letter of Engagement to full capacity.



10.4.1 We will not be held responsible if information is withheld from us that is vital for us to perform the necessary Services set out in the Letter of Engagement.

10.4.2 Should this withheld information be realised during the project or at the end, the payment and Services within delivery date outlined in the Letter of Engagement shall still hold and be invoiced for payment. Any additional time needed to adjust advice given will be billed separately at the standard day rate and pro rata thereof.

10.5 You agree to pay us for Services provided, as agreed in the Letter of Engagement, and within 14 days of the invoice date.

## 11. EQUALITY AND DIVERSITY

11.1 We are committed to providing the same level of service to all Clients regardless of any characteristics protected by law.

11.2 Where possible we will ensure that appropriate facilities are available to enable you to meet any religious commitments you may have and try to avoid arranging meetings at significant times or days. Please let us know of any dates and times to avoid when you first instruct us.

11.3 We expect the same commitment from our Clients towards the Consultancy and its employees and associates.

## 12. CONFLICTS OF INTEREST

12.1 Nothing in this agreement shall prevent the Consultant from being engaged, concerned or having any financial interest in any capacity with any other business, trade, profession or occupation during the Engagement with the Client provided that:

(a) such activity does not cause a breach of any of the Consultancy's obligations under this agreement;

(b) any other engagements are not directly competitive with the Client's business. This shall be at the judgement of the Consultancy and it is the responsibility of the Consultant to raise any concerns with the Client.

(b)(i) Should the Client deem activity with another client of the Consultancy to be directly competitive, the Client addressed in The Letter of Engagement should raise concerns with the Consultant at the earliest instance.

(b)(ii) In this instance, the Client can terminate instructions to the Consultant, giving 4 week's written notice or the Client can pay an abortive fee of the equivalent of a month's fees to end the relationship effective immediately. Pay any outstanding fees owed for the provision of Services to this point and end the relationship.

(c) any other activity does not affect the performance, responsibilities, answerables and deliverables of the assignment with the Client.

12.2 You agree that instructing us will not prevent Footprints Consulting from acting for current or future clients who have, or may in the future have, commercial interests adverse to you.



12.3 The Consultancy must not enter into a contract with you if there is a conflict of interest between you and another Client of the company. If a conflict arises we will discuss the situation with you with a view to agreeing how the situation can be resolved.

12.4 If a matter develops during a project that does not affect the current project but could for future instructions, we will be entitled to treat that aspect as a new matter and will not be bound to act on that matter. We will discuss the situation with you with a view to agreeing how the matter can be resolved going forward.

### 13. COMPLAINTS

13.1 If you would like to discuss how we can improve our service to you, or if you are dissatisfied with any aspect of our service at any time, please raise the matter with the director of Footprints Consulting by emailing [hello@footprintsconsulting.co.uk](mailto:hello@footprintsconsulting.co.uk). A formal response will be provided within 7 working days.

13.2 Please raise the matter at the earliest instance so any issue may be resolved as quickly as possible.

### 14. FEES AND PAYMENT TERMS

14.1 Fees apply to those stated in the Letter of Engagement to the client. Fees shall be stated exclusive of Value Added Tax (VAT), which, where applicable shall be charged to you at the prevailing rate. You agree to pay us any VAT in relation to the provision of Services provided that we have supplied a valid tax invoice as required by legislation.

14.2 In consideration of the provision of Services, the Client shall pay our charges when they become due, without any right of set-off.

14.3 We review our professional rates and expenses from time to time. We will discuss and agree with you any proposed changes and the effective date of any change.

14.4 You remain responsible for paying our charges for the tenure of the Engagement.

14.5 Unless we agree otherwise, we shall bill you in respect of our Services on a monthly basis.

14.6 Invoices shall be issued detailing the Services provided, any expenses due and the total amount payable (plus VAT, if applicable) during that month.

14.7 Our invoices are payable from the date of each invoice and are due for payment within 14 days unless specified otherwise in the Letter of Engagement.

14.8 In consideration of the provision of the Services, the Client shall pay each invoice submitted by the Consultant within 14 days of the date of the invoice.

14.8.1 We shall charge you interest on any unpaid charges from the date when they become due. Interest will be charged at 5%, shall apply to each unpaid invoice and shall run from the due date, on each late day, until all outstanding sums have been paid in full and cleared funds.





14.9 Any new instructions received or underway may be ceased if any sum is not paid to us within the period specified in Clause 14.7 until all outstanding sums have been paid in full in cleared funds. In this event, we will inform you that Services are ceasing until all payments are received.

14.9.1 If any material amount is unpaid 30 days after the date on which the bill is received by you we may cease all work until all outstanding sums have been paid in full in cleared funds.

14.10 Unless we have agreed a fixed fee in the Letter of Engagement, our fees shall be based on the time we spend in dealing with your matter. They may also reflect its nature, urgency and complexity, as well as the responsibility, skill and experience of the matter team.

14.10.1 Where our fees are based on the time spent, they will be calculated by reference to our standard day rate, unless other rates have been agreed in writing with you.

14.11 If you have any queries about a bill, please contact the person who sent it as soon as you receive it.

## 15. INVOICING

15.1 Invoices will be raised in GBP and are due and payable in full.

15.1.1 Raised in electronic format and sent via email, they may be raised in stages (i.e. monthly where the project is 3 months) or on completion of a one-off instruction (i.e. a training session or workshop).

15.2 VAT will be applied according to UK rules.

15.2.1 Any non-UK taxes and all other transaction charges, including any exchange rates, relating to the payment remain your responsibility.

15.2.2 Exchange rate shall be applied at the time of invoice.

15.2.3 Any late payment fees will have exchange rates applied on to the 5% surcharge.

15.3 Unless agreed in the Letter of Engagement, VAT will be applied.

15.4 No cheques, postal orders or credit notes shall be accepted as payment.

## 16. EXPENSES

16.1 Listed separately to Services, and outlined in the Letter of Engagement, certain costs will be added as expenses. These include but are not limited to, travel, accommodation and business development costs on behalf of the Client.

16.1.1 Should the length of travel exceed 3 hours, a day rate will occur. These will be included in and detailed in the invoice.

16.2 Expenses will be agreed in advance with the Client and invoiced monthly with fees owed.

16.2.1 Mileage will be charged at 45p per mile.



16.2.2 Where public transport is required or preferable, every effort will be made to ensure that costs are kept to a minimum and booking is made as far in advance as possible.

16.3 Expenses will only apply after a Letter of Engagement has been signed and not for any previous travel or accommodation costs to the Client's office or anywhere else a meeting has taken place.

## 17. UNITS OF TIME

17.1 Rates for our Services will be calculated in days, half days and months. If the working day is unduly prolonged, an additional half day per person may be charged.

## 18. QUOTATIONS

18.1 Quotes will be exclusive of VAT. This will be added at the time of invoice at the prevailing rate.

18.2 Quotes are not binding. They are to act as guidance to the costs of Services. The final costs of Services (excluding VAT) shall be set out and agreed in the Letter of Engagement.

## 19. TERMINATION

19.1 Either party may terminate the instructions at any time on not less than 4 weeks written notice.

19.2 Upon termination of the contract, you must pay all outstanding fees, up to and including the 4 weeks following receipt of termination notice.

19.3 Intellectual Property, Client Property or other Client Information will not be transferred to the ownership of the client until all outstanding fees and expenses have been paid in full and cleared funds.

19.4 We can terminate the contract on written notice with immediate effect where we feel:

- (a) that the relationship has irrevocably broken down; or
- (b) where you have repeatedly not paid us on time; or
- (c) where you have failed to pay an outstanding invoice within 30 days of the date of such invoice; or
- (d) you are not providing us with the information or access needed to carry out your instructions efficiently and effectively. We will give you reasonable notice of this.

19.5 When the Engagement ends we will have no further or ongoing responsibilities in relation to the matter. You must pay our fees and expenses incurred up to the date the Engagement ends.

19.6 Either party may terminate the instruction at any time on written notice with immediate effect, if the other party:

- (a) Is in material breach of the instruction, and such breach is incapable of remedy;



(b) Repeatedly breaches any of the terms of the instructions;

(c) Feels the relationship between Client and Consultant has irrevocably broken down.

19.7 In the event of early termination of Engagement, the Consultancy, once all outstanding fees and expenses have been received in full and cleared funds, shall:

(a) Immediately deliver to the Client, all Client Property and original Confidential Information which is in its possession or under its control;

(b) Irretrievably delete any information identifying to the Business of the Client stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its possession or under its control outside the premises of the Client.

(c) Provide a statement that it has complied fully with its obligations. The Client must provide written acknowledgement and receipt of these obligations.

## 20. YOUR FILE

20.1 Your file will be kept in our records for 3 years, unless asked specifically for removal by the Client at any point after the project has finished and up to the 3 year deadline, after which they will be deleted from the system.

20.2 Emails will be kept indefinitely for us to refer to only, and not for any other party or reason. If you wish for these to also be deleted, please request this from us in writing.

## 21. CONFIDENTIALITY & CLIENT PROPERTY

21.1 The Consultancy acknowledges that in the course of the Engagement it will have access to Confidential Information.

21.2 The Consultancy shall not, either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use its best endeavours to prevent the publication and disclosure of) any Confidential Information acquired from the Client. This restriction does not apply to:

(a) any use or disclosure authorised by the Client or required by law; or

(b) any information which is already in, or comes into, the public domain.

21.3 At any stage during the Engagement, the Consultant will, on request, promptly return to the Client all and any Client Property in its possession.

## 22. PRIVACY AND DATA PROTECTION

22.1 In order to provide you with Services we may need to process your personal data. Please see Section 20 in these Terms of Business and our Privacy Policy for detailed information about how we use your personal data and your rights in relation to your personal data.

22.1.1 The Privacy Policy is available on our website [www.footprintsconsulting.co.uk/privacy](http://www.footprintsconsulting.co.uk/privacy). If you would like us to send you a copy, please contact us.



22.2 We use third party service providers (including those that offer “cloud” services) in order to facilitate the provision of Services to you to include document hosting, document transfer, document analysis and processing and document storage. All efforts are made to ensure that these third party services used are secure and upheld to UK industry standards of data protection.

### 23. LAW AND JURISDICTION

23.1 The contract shall be subject to and governed by law of England and Wales. Any dispute arising from or under the contract, shall be subject to the exclusive jurisdiction of the courts in England and Wales.