

TERMS AND CONDITIONS

This document and the accompanying proposal set out the Terms and Conditions of our agreement as they apply to the service that you have requested and will be applied until the completion of the project/assignment or until there is a written variation agreed between us.

1. Responsibility for the Work

The Accomplice Lead, Nicky Spencer, will be primarily responsible for providing the support you have requested. From time to time, Accomplice staff or others contracted to work for us may carry out some key tasks or assignments. Any significant change to these arrangements would be negotiated with you in advance.

2. Fees

The fee for your project/assignment has been set out in the accompanying letter/proposal.

Unless otherwise stated, the fee automatically includes reasonable time spent in, and preparing for, designated meetings; formulating advice; dealing with correspondence, e-mails and telephone calls (up to 10 minutes duration on landlines).

2.1. Calculation of Fees

The fee takes account of factors such as:

- The degree of skill and expedition devoted to your project/assignment
- The degree of responsibility and complexity involved
- The value of the work to you
- The duration of the project/assignment (i.e. number of days required or number of recent commissions)
- The notice given of services to be commissioned

2.1.1. Fixed Rate

Usually, a fixed rate or fee¹ is quoted for completing a particular project/assignment. This fee covers only those tasks outlined in the proposal.

2.1.2. Daily Rate

In exceptional circumstances, consultant support is commissioned on a day-to-day basis. In such cases, a daily fee will be outlined in the proposal and the tasks commissioned on an *ad hoc* basis through the Organisational Lead.

2.2. Adjustments of Fees

2.2.1. Additional Activities Requested by the Organisational Lead

Whenever additional activities (additional to those outlined in the proposal) are requested by the Organisational Lead and agreed with the Accomplice Lead, the overall fee for the project/assignment is likely to increase.

Additional activities will be charged in accordance with the fee in the original proposal unless the complexity factors (see 2.1 above) have significantly altered. The fee would normally be agreed in advance with the Organisational Lead, together with any associated expenses, and included in the subsequent invoice.

2.2.2. Additional Activities Incurred during the Assignment

Whenever the Lead from Accomplice concludes that additional activities will be necessary or that the complexity of the tasks has increased, the overall cost of the project/assignment is also likely to rise. In such a case, advance notice to the Organisational Lead will be given whenever possible and the Organisational Lead will be provided with an estimate of the additional work carried out or reasons for the increase.

Additional activities will be charged in accordance with the fee in the original proposal unless the complexity factors (see 2.1 above) have significantly altered. The fee would normally be agreed in advance with the Organisational Lead, together with any associated expenses, and included in the subsequent invoice.

2.2.3. Increases Incurred for Administration

Unless otherwise noted in the proposal, it is assumed that you will arrange all administrative and secretarial provision; provide venues and hospitality; make all meeting arrangements; arrange for the distribution of agenda, minutes, papers, reports, programmes and all other information; organise onward circulation of other documentation, including (draft) reports and plans.

The fee also excludes exceptional amounts of copying, courier, secretarial or administration services, faxes, postal or telephone charges (over 10 minutes or to mobile numbers).

¹ As opposed to an ongoing daily rate

All of these requirements would normally incur an additional fee. Additional activities will be charged in accordance with the fee in the original proposal unless the complexity factors (see 2.1 above) have significantly altered. The fee would normally be agreed in advance with the Organisational Lead, together with any associated expenses, and included in the subsequent invoice.

2.2.4. Preventing Increases in Fees

For the delivery of the assignment in line with the proposal and to prevent increases in fees, you are advised to:-

- Clarify the requirements of your project/assignment, carefully checking that the proposal includes all required tasks
- Ensure prompt delivery of actions by your organisation in line with the dates and times outlined in the proposal
- Avoid engaging the Accomplice Lead in meetings or new, more complex tasks than those outlined in the schedule
- Avoid last-minute cancellation of events, meetings and tasks (see note 2.5 on 'cancellation fee' below)

2.3. VAT

Charges are exclusive of expenses and VAT (as this business is not required to be VAT-registered).

2.4. Expenses

Your agreement to the contract will be taken as your authority to incur reasonable expenses, including travelling expenses. When feasible, public transport will be used.

2.5. Cancellation Fee

At least 5 working days notice (15 days in the case of training) is required in the event of a meeting or event being cancelled. Cancellation without such notice will incur a cancellation fee at 50% of the quoted amount.

Should Accomplice cancel a booking without similar notice periods, a re-arranged date will be negotiated with you and charged at 50% of the original fee. This particular reduction does not apply wherever charitable rates have been applied in the original quote.

3. Payment of Invoices

An invoice will be sent at the end of the project/assignment, or on a more frequent basis should your project/assignment exceed six weeks. Unless advised to the contrary, all invoices will be charged to your organisation and marked for the attention of your nominated Lead. You are welcome to query any aspect of invoices sent to you.

Payment of invoices should be made within 28 days of delivery of the invoice or request. After this, interest will be charged at 4% over the base rate applicable from time to time by Bank of England Base Rate, from the date of delivery of all accounts.

In exceptional circumstances, it may be necessary to cease the specified service until payment has been received. Formal notification of such action would be given in writing, allowing up to 7 days for the outstanding payment to be made.

4. Booking Dates For Events

You are encouraged to pre-book specific dates for special events well in advance in order to guarantee the availability of the Accomplice Lead and other personnel.

5. Right to Use Materials & Property

Accomplice has full ownership and copyright on all training materials, designs and tools produced for and as a result of the project/assignment.

Your organisation owns all other works that are created as a result of the project/assignment (e.g. data, reports, specifications, plans) but part-authorship must be assigned to Accomplice when materials are reproduced or reissued. This would include acknowledging Accomplice and carrying the **accomplice** logo on all associated publications, publicity, events etc.

Accomplice has the right to refer to, reuse and reproduce materials that have been created as a result of the project/assignment.

6. Professional Indemnity

The professional indemnity limit of this business is £250,000.

accomplice

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