



Tea Break
Training
Short on Time BIG on Ambition



Top Right
Thinking
Profitably Engaged



Profitably
Engaged
Top Right Thinking

Terms and Conditions

Applicable to all Agreements

WHEREAS, the Company desires to engage the Coach / Consultant, and the Coach / Consultant desires to be engaged by the Company, to render such services upon the terms and subject to the conditions set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter recited, the parties agree as follows:

1. TERM AND TERMINATION

The term of the Agreement shall commence as of the date first written on the Agreement and shall continue until terminated in accordance with the provisions of Section 10 hereof. On termination, the Company's obligation to pay any compensation, except for services and expenses already agreed and incurred, shall cease and terminate.

2. SERVICES

The Coach / Consultant will perform the services specified in "**Coaching Agreement**" or "**Training Agreement**" as per the examples in Appendix A to the Company from time to time. The Services may be amended with the written agreement of both parties. Further amended terms to be agreed via email.

3. FEES

The Company agrees to pay the Coach / Consultant for the Services rendered in accordance with the fees specified in each Agreement.

4. REIMBURSEMENT OF EXPENSES

The Company shall pay to the Coach / Consultant all expenses paid or reasonably incurred by the Coach / Consultant in providing the Services. The Coach / Consultant shall provide the Company with appropriate documentation evidencing all incurred expenses. Expense details will be included within any invoices raised for that period.

5. PAYMENTS

The Company agrees to pay the Coach / Consultant in two invoices. The first invoice will be raised at the beginning of the work and the second at the end of the work. Each invoice will be for 50% of the agreed fees plus expenses per Section 4.

All payments are due within 30 days of the invoice date.

6. INDEPENDENT CONTRACTOR

The Consultant acknowledges that it is acting as an independent contractor, that the Consultant is solely responsible for its actions or inactions, and that nothing in this Agreement shall be construed to create an employment relationship between the parties. The Consultant is not authorised to enter into contracts or agreements on behalf of the Company or to otherwise create obligations of the Company to third parties. The Consultant shall be responsible for and shall maintain adequate records of expenses it shall incur in the course of performing Services agreed and shall be solely responsible for and shall file, on a timely basis, tax returns and payments required to be filed with or made to any tax authority with respect to its performance of the Services agreed. No income tax of any kind shall be withheld or paid by the Company with respect to any amount paid to the Consultant pursuant to this Agreement.

7. CONSULTANT'S PERSONNEL

The Services provided by the Consultant shall be performed, as the case may be, by personnel who may be employees, associates or agents of the Consultant. The Consultant agrees that, with respect to the Services provided, neither the Consultant nor any employees or associates of the Consultant are Company employees for any purpose, including, without limitation by specification: (i) for tax, employment, withholding or reporting purposes; or (ii) for eligibility or entitlement to any benefit under any of the Company's employee benefit plans, incentive, compensation or other employee programs or policies (each, a "**Benefit Plan**"). The Consultant agrees that all such personnel shall be informed that they are employees solely of the Consultant, if applicable, and not in any case eligible to participate in any company Benefit Plan.

The Consultant acknowledges that, in the course of providing the Services, the Consultant and personnel performing the Services may have access to, or acquire, knowledge of confidential, proprietary and/or sensitive information regarding the Company, the Company's clients or other parties with whom the Company has a relationship. The Consultant agrees that all such personnel will be advised of the standards imposed upon them with respect to Services they render and of their not being employees or agents of the Company for any purpose.

The Consultant may assign or subcontract to another party any of the Services to be performed with the *prior* written consent of the Company.

8. NON-SOLICITATION

Whereas it is agreed that neither the Consultant nor the Company shall solicit the staff of the other party or attempt to induce them to leave their employment while the agreement is in place and for a period of 6 months thereafter

9. CONFIDENTIAL INFORMATION

(a) As used herein, "**Confidential Information**" shall mean all information of the Company to which the Consultant has had access in connection with the performance of this Agreement, whether in oral, written, graphic or machine-readable form, including without limitation, research, business or financial information, plans, strategies, forecasts, forecast assumptions, business practices, marketing information and material, customer names, proprietary ideas, concepts, know-how, methodologies and all other information related to the Company's business. Confidential Information shall also include confidential information of a similar nature received by the Company from a third party.

(b) Notwithstanding anything to the contrary contained in this Agreement, Confidential Information shall not include information which: (i) is in the public domain at the time of disclosure; (ii) was in the possession of or demonstrably known by the recipient prior to its receipt from the disclosing party; (iii) is independently developed by the recipient without use of the Confidential Information; or (iv) becomes known to the recipient from a source other than disclosing party without breach of this Agreement.

(c) The Consultant agrees to maintain the confidentiality of the Confidential Information using procedures no less rigorous than those used to protect and preserve the confidentiality of its own similar proprietary information (and in any event not less than a reasonable degree of care) and shall not, directly or indirectly; (i) transfer or disclose any Confidential Information to any third party, except that each party shall be permitted to disclose the Confidential Information of the other party to its employees and independent consultants to the extent necessary for the performances of the Services hereunder; (ii) use any Confidential Information other than as contemplated under this Agreement or (iii) take any other action with respect to the Confidential Information inconsistent with the confidential and proprietary nature of such information.

(d) If the Consultant is requested or required to disclose Confidential Information pursuant to a subpoena, court order or other similar process ("**Court Order**"), it is agreed that the Consultant shall provide the Company with notice of such request(s) so that the Company may seek an appropriate protective order, unless the Consultant is legally bound not to make such disclosure. In the event that the Company is not successful in obtaining a protective order and the Consultant is, in the opinion of its legal advisers, compelled to disclose the Confidential Information under pain of liability for contempt of court or other censure or penalty, the Consultant may disclose such information in accordance with and for the limited purpose of compliance with the Court Order, without liability hereunder.

10. TERMINATION

(a) Either party may discontinue the use of the Services, or provision of the Services, as the case may be without reason or cause, at any time upon 30 days prior written notice to the other party. Where an Agreement details an alternative amount of time in which to give notice of termination for those specific Services contained therein, the termination period in the Agreement shall supersede this clause as to length of termination. Where the Agreement is silent as to length of termination notice, the notice length will default to 30 days as per this clause.

(b) The Agreement may be terminated without notice, with the mutual written consent of both the Company and the Consultant.

(c) If a party (the "**Defaulting Party**") is in material breach of the Agreement and the Defaulting Party does not remedy that breach or default within thirty (30) calendar days after receipt from the other party of written notice of breach, the non-defaulting party shall after the expiration of such thirty (30) calendar day period have the right to terminate the Agreement. Termination of the Agreement shall be without prejudice to any other rights or remedies, which the non-defaulting party may have.

(d) In the event of any such termination, the Company shall make payments to the Consultant for all work performed in accordance with the terms and conditions herein up to the date of termination, and the Consultant shall immediately return or provide to the Company, without limitation, all documents and other items of whatever nature supplied to the Consultant by the Company or developed by the Consultant in accordance with the Agreement.

11. CANCELLATION OF DELIVERY DATES

For any pre-arranged **Training delivery dates** that the Company wishes to cancel the following costs will be incurred

- a) Between 45 days and 31 days' notice issued to the consultant by the company, 10% of the fees outlined in the Agreement for the cancelled event will be charged, plus expenses incurred to date.
- b) Between 29 days and 14 days' notice issued to the consultant by the company, 75% of the fees outlined in the Agreement for the cancelled event will be charged, plus expenses incurred to date.
- c) Less than 14 days' notice issued to the consultant by the company, 100% of the fee's outlined in the Agreement for the cancelled event will be charged, plus expenses incurred to date.

For any pre-arranged **Coaching appointments** 5 days' notice of cancellation or rescheduling is required from the Coachee. The Coach reserves the right to charge the full rate for the appointment and any travel expenses already incurred where such notice is not given.

12. REPRESENTATIONS AND WARRANTIES

(a) REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants that it has all rights, titles, or interests in the properties required for the performance of its obligations per the Agreement and has the authority and the legal right to permit the Consultant to perform the Services described and contemplated in the Agreement. The signatory(ies) to the Agreement hereby confirm and undertake that they are duly authorised to contract on behalf of the Company

(b) REPRESENTATIONS AND WARRANTIES OF THE CONSULTANT

(1) RIGHTS AND TITLES. The Consultant hereby represents and warrants that: (i) it has all rights, titles or interests required for the performance of its obligations per the Agreement and has the authority and the legal right to perform the Services described and contemplated in the Agreement; and (ii) it will not infringe or misappropriate any copyrights, patents, trademarks, trade secrets or other proprietary rights of any third party in connection with the Consultant's performance of the Services.

(2) SERVICES. The Consultant further represents and warrants that the Services provided under the Agreement will be: (i) performed by the Consultant for the applicable members of the Company's Group with due skill, care and diligence and a good workmanlike manner by skilled, knowledgeable and experienced personnel in the subject matter of the applicable Services; and (ii) of commercially reasonable quality.

(c) NO OTHER WARRANTY.

Except as provided in the agreement, the consultant makes no other representation or warranty of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

13. LIMITATION OF LIABILITY

In no event will either party be liable for any indirect, punitive, special, incidental or consequential damage of the other party in connection with or arising out of the agreement (including lost profits), however it arises, whether for breach of the agreement, including breach of warranty, or in tort, even if that party has been previously advised of the possibility of such damage.

The limitations of liability set forth in this Section 13 shall not apply with respect to any indemnity set forth above, or to any claims (i) for personal injury or property damage (including, without limitation, all costs associated with the recovery or replacement of lost or damaged software and data), or (ii) for breach of any confidentiality provision contained herein, or (iii) based on either party's wilful misconduct or gross negligence.

14. LAWS AND REGULATIONS

Each party and their employees or associates shall comply with all applicable laws, rules and regulations, as well as all applicable securities laws and/or compliance regulations and procedures of the parties.

15. INFORMATION SECURITY POLICY

Tea Break Training Limited's Leadership team hereby commit its support to the safeguarding of information collected, generated by the organisation, and information entrusted to it by delegates, customers, and other interested parties. The organisation has committed resources in its corporate policy, information security policy, information security awareness and education programme, mitigation controls and other resources to support the intended outcomes of the strategic information security objectives.

The principles of Tea Break Training Limited's commitment to information security are supported by the following strategic information security objectives:

- Compliance with the UK Data Protection Act 2018
- Compliance with the principles of the GDPR
- Adoption of Cyber Essentials information security framework and relevant mitigation controls
- Contracted partnership with trusted independent Coaches
- Protect and maintain security of client information and commercially sensitive information from both internal and external parties ensuring the preservation of the confidentiality, integrity and availability of the data

In the interests of a robust and effective ISMS, the organisation is also committed to continual improvement through performance and evaluation of findings stemming from risk management, internal audit, outcomes from incident management, and customer feedback.

16. INDEMNIFICATION: USE OF COMPANY MATERIALS

Each Party shall indemnify, defend and hold the other party harmless from, any and all third-party claims and any resulting costs (including reasonable legal fees), and damages awarded, based on a claim that the use of any material provided to each other in the Consultant's performance, or that of Services, infringes the intellectual property rights of any third party (an "**Infringement Claim**"). At the Company's or Consultant's direction, either party shall immediately cease use of the materials provided forming the basis of an Infringement Claim. Each party shall have no obligation to indemnify the other for damages awarded for use after such notice.

17. TRAINING MATERIALS

The programme design, the strategies, information and materials provided by Tea Break Training Limited may not be reproduced, copied, adapted or communicated to third parties, nor in any way used without the prior written consent of Tea Break Training Limited.

18. ASSIGNMENT

Neither party may assign or delegate any or all of its rights (other than the right to receive payments) or its duties or obligations hereunder without the consent of the other party, which consent shall not be

unreasonably withheld; provided, however, that either party may assign this Agreement, without the need to obtain consent of the other party, to an Affiliate of such party or to a successor in interest to substantially all of the business of that party, provided that in all cases the assignee agrees in writing to all the obligations and liabilities under the Agreement and has the financial ability to do so. An assignee of either party authorized hereunder shall be bound by the terms of the Agreement and shall have all of the rights and obligations of the assigning party set forth in the Agreement. If any assignee shall fail to agree to be bound by all of the terms and obligations of the Agreement, then such assignment shall be deemed null and void and of no force or effect. In addition to the foregoing, and notwithstanding anything to the contrary, the Company's Affiliates shall be permitted to request Services and the Consultant shall perform such Services under the Agreement. The Consultant agrees that all of its obligations to the Company under the Agreement shall apply equally to all such Affiliates. "Affiliate" in respect of either party is defined as that party's parent company ("**Parent**") and any entity controlled, directly or indirectly, by the such parent.

19. SUBCONTRACTING

Subject to Section 7, the Consultant shall have the right to subcontract, at its own discretion, all or any portion of the Services to be provided hereunder, with prior written notice from the Company where any agreed special conditions relating to the sub contract shall be specified.

20. NO THIRD-PARTY BENEFIT

Except as set forth to the contrary herein, the provisions of the Agreement are for the sole benefit of the parties hereto. The Agreement confers no rights, benefits, or claims upon any person or entity not a party hereto.

21. NOTICES

All notices, consents and demands hereunder shall be in writing and shall be personally delivered or sent by certified or registered mail, addressed to the other party at its address set forth in the Agreement, and shall be deemed given upon receipt. Notices to the Company shall be addressed for the attention of a Director of the Company. Notices to the Consultant shall be addressed for the attention of a Director.

22. COMPLETE AGREEMENT

The Agreement supersedes all prior oral or written agreements and understandings between the parties relating to the subject matter hereof, constitutes the entire agreement between the parties, and cannot be changed unless mutually agreed upon in writing by both parties.

23. ENFORCEABILITY

In the event any provision of the Agreement is found to be legally unenforceable, such unenforceability shall not prevent the enforcement of any other provision.

24. NO WAIVER

The failure by either party to insist upon strict performance of any of the provisions contained in the Agreement on any occasions shall not be deemed a waiver of its rights under that or any other provisions hereof.

25. GOVERNING LAW

The agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

26. HEADINGS AND SUBSECTIONS

Section headings are provided for convenience of reference and do not constitute part of the Agreement. Any references to a particular section of this Agreement shall be deemed to include reference to any and all subsections thereof.

27. FORCE MAJEURE

Either party shall be excused from performance and shall not be liable for any delay in whole or in part, caused by the occurrence of any contingency beyond the reasonable control of the excused party. These contingencies include, but are not limited to, war, sabotage, insurrection, riot or other act of civil disobedience, act of public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms hereof, accident, fire, explosion, flood, severe weather or other act of God, or shortage of labour or fuel or raw materials. In the event of a delay in excess of thirty (30) days caused by the foregoing, the party whose performance has not been delayed shall have the right to immediately terminate this Agreement.