

PATHWAYS 21 (UK) LTD TERMS AND CONDITIONS

1) INTRODUCTION

These terms and conditions set out the basis upon which we will provide you with our services. They shall apply in all dealings between us (subject to any amendment) and should be read together with our proposal.

By providing us with your email address you consent to receiving email communications from Pathways 21. You can unsubscribe from these emails at any time.

2) COSTS

All our costs are set out in the proposal document and it should be clear about what is and what is not covered by those costs. To help with any issue that may appear ambiguous the following points apply:

i) Fee & charges

The costs in any of our proposals are valid for two months after submission, or the length of the bidding process. If you have not decided whether to use our services within this timescale you should approach us to discuss the validity of the costs.

- a) We have standard daily rates for each team member, and these are readily available. On the 1st May each year we review the daily rates and will notify you in writing of any increased rates should they apply.
- b) Hotel and travel costs are usually built into our proposed costs, if any are incurred outside our proposal they are charged at cost.
- c) Requests by you for additional work outside a proposal may be able to be accommodated within the original costs – you should discuss this with the named project manager, who may require advice from their line manager before sanctioning a change to the proposal/project. If your request for additional work cannot be accommodated in the original cost we can provide you with detail on what extra costs may be incurred.
- d) We are sometimes asked to attend additional meetings or carry out analysis or report writing that is beyond the remit of the proposal/project costs. If these cannot be accommodated we will explain the additional costs that you would incur and only carry out the work if you agree to pay those additional costs.

ii) Billing & payment arrangements

- a) Our costs are quoted exclusive of Value Added Tax, but this will apply at the standard rate.
- b) We expect our clients to pay the invoices we submit within the number of days stated on the invoice. This is never more than 30 days and can

sometimes be less depending upon the nature of the work. Any queries regarding invoices should be addressed within the number of days stated on the invoice.

- c) We will agree a payment schedule with you at the beginning of the project, and will normally invoice at least a third on commission. We would appreciate you alerting us to any concerns you have regarding this schedule, ideally before the first invoice is sent. It may be possible to re-structure this if there is a valid reason and it is brought to our attention at the earliest possible opportunity.
- d) If you are considering withholding payment for any reason during the course of the project schedule we would ask you to discuss this with us at the earliest possible time and bring to our attention any concerns following the complaints procedure.
- e) If any element of an invoice is queried, that part of the bill which is not subject to query is to be paid in any event. If we do not receive prompt payment:
 - i) By the due date, interest will be charged at the rate of 4% per annum above the Bank of England base rate on the full amount on a daily basis. The interest will be charged from the date of the invoice, until full payment is made.
 - ii) We may stop the work for you with immediate effect until payment is made or as agreed otherwise.
 - iii) We may retain any papers or documents belonging to you together with our records.
- f) In the event of us needing to hold money for you, on account or otherwise, we may use this money toward payment of our bills. We will always advise you when this is being done.

3) THE WORK

i) Ownership of the work we do with you

We always work on the assumption that you own the final report or output from what we've done for you. Some helpful points of clarity are:

- a) Copyright of the report or other output rests with you. However, we need to agree all changes you may make to the report or other output from us.
- b) Distribution of the report or other output, unless stated in our proposal, rests with you.
- c) Unless set out in our proposal we do not respond to public enquiries for copies of reports we have produced on your behalf.
- d) Unless instructed otherwise, we reserve the right to circulate the report or output to any of our contacts with a view to providing examples of

Pathways 21's work. In this instance all materials would be treated with the strictest of confidence.

- e) Unless specified in our proposal you should not assume the report or output would be either of desktop publishable standards or be bound for publication.
- f) General Data Protection Regulation – unless we have the interviewees' permission we will not be able to pass the contact details of those we interview to you.

ii) Storage of data records

- a) We will keep all data records associated with the project for six months from the date of the final invoice issued. After this you may ask for these to be delivered to yourselves if you cover costs and if it does not infringe General Data Protection Regulation. If we act as an agent for a data supplier then we ask you to acknowledge the rights of the supplier.

iii) Receiving the work we've done with you

We hope you will be happy with the work we produce for you. If for any reason you are not satisfied we would ask you to follow our complaints procedure, which is outlined below:

Please bring to the attention of the project manager working with you any query or complaint about the work we are carrying out with you at the earliest possible opportunity.

iv) People involved in the project

We, as an organisation, reserve the right to substitute personnel working on the project for other team members of a similar calibre and we will notify you of any changes at the earliest possible opportunity. We ask that you in turn notify us of any equivalent changes to staffing within your own organisation which may affect our work with you. Regardless of any changes to personnel, either organisation will remain accountable for work that is being undertaken.

4) EVENTS

- **Cancellations can be made up to 5 working days prior to an event and you will either be offered a refund or we will transfer your booking to another event in the same series with the same ticket price. Cancellations made after this time will result in the loss of the full event fee and a transfer to another event in the series will not be possible. Non-attendance on the day of the workshop will automatically lose the full event fee.**
- Alternatively you may wish to send a substitute attendee. We would be happy to arrange this for you for no additional charge.

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- We try never to cancel an event, however, it sometimes proves necessary either because the event has had insufficient bookings and it isn't economic to run or because of unforeseen circumstances. We will endeavour to give you as much advance notice as possible of any such change. If Pathways 21 cancels an event, delegates will be given a full refund or the option of transferring to an alternative date if the event is rescheduled.
- All copyrights, patents, designs and other intellectual property rights in or relating to any course materials provided remain the sole property of Pathways 21. No part of any course materials may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, or translated into any language, without the prior written permission of Pathways 21.
- Pathways 21 may take photographs of events and attendees for future promotional activity including social media. By booking to attend our events you provide your consent for these photographs to be used and shared.
- Where Pathways 21 are working with a partner organisation to hold an event, we may share your data with them and permit them to use this to provide you with information about goods and services which may be of interest to you. We or they may contact you about these by post, telephone or email. For full details of the data we hold and how we use it please take a look at our privacy notice.

5) KEEPING INFORMATION SAFE

i) Security and IT

- a) We have in place several security methods to protect the work we do for you, these include extensive office security, individual passwords for each computer, and on especially sensitive files, and regular back-up of all shared computer systems daily.
- b) We cannot, therefore, accept any responsibility for loss of data and/or information which is beyond our control. Data which you are delivering to us is your responsibility and should be warranted as virus free.

ii) Media involvement

- a) We will not speak to the media about the work we have undertaken for you without your agreement. We have media protocols in place and all team members are briefed on these. We are happy to be quoted and/or sourced in the media for the work we have done for you and would prefer it if you inform us that you are using any aspect of our work in connection with the media.

iii) Confidentiality

- a) We are aware that some of the material we work on for your organisation may be of a sensitive nature and we will make every endeavour to protect this. We will not disclose without your permission any confidential

information from the work we are doing with you and are happy to sign a confidentiality agreement if you feel this is necessary. We ask in return that you treat any information, including financial information which is disclosed by us with sensitivity.

- b) We put a high value on the methodologies and approaches we develop and deliver for our clients. With this in mind we would ask you to treat our proposals and methodological approaches as commercially confidential. It is possible that this would make them exempt from the Freedom of Information Act.

iv) Legal conflict

If a project were to run into a legal conflict of any nature because of its sensitive content, the audience of the research, or any reason which is beyond our scope of work you will need to take responsibility to bear all the costs of such a conflict.

6) TERMINATION

- a) You may terminate the work we are doing for you in writing at any time but we will be entitled to keep all data and records we have accumulated on your behalf whilst there is money owed to us.
- b) We may decide to stop working with you if, as per section (2) you do not comply with our request for payment or you cannot give us clear and proper instructions.
- c) If you or we decide that we will no longer work together you will be liable to pay our charges up to the time the contract is terminated.

7) POSTPONEMENT

- a) If for any reason the project which we are working on with you needs to be postponed then we would expect to be informed about this at the earliest possible date. If we incur costs as a result of this postponement then we reserve the right to charge you to enable us to cover these costs, if adequate notice has not been given by you to enable us to rearrange our work in progress.

Our relationship, including these terms and conditions, are governed by, and should be construed in accordance with, English Law. The Courts of England and Wales have exclusive jurisdiction to settle any dispute between us.

Your continuing instruction in any work will amount to your acceptance of these terms and conditions. These are important documents, please save or print them and keep in a safe place for future reference.