

# Client Standard Terms & Conditions

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## Client Standard Terms & Conditions

### 1. Introduction

- 1.1. These terms and conditions (“**Client Terms**”), together with any and all documents referred to herein, set out the legal terms on which Jungle HR Ltd (“**we/us/our**”) provide our services to clients. By engaging us to provide our services, which may include, but are not limited to learning solutions, training workshops, courses, consultancy and otherwise supporting, promoting and furthering any proposal or project agreed by us with you (“**Services**”), you accept and agree to comply with these Client Terms.
- 1.2. Unless otherwise agreed in writing by a director of Jungle HR Ltd, these Client Terms prevail over any other terms of business or purchase conditions put forward by you.

### 2. The Contract

- 2.1. Your agreement to the proposal or other communication issued by us in relation to the Services (the “**Proposal**”) is your offer to buy the Services from us on these Client Terms and any other document setting out the specifications and any other details relating to the Services. You must make sure that such the Proposal (which to the extent applicable may set out service specifications, deliverables, milestones, timelines, fees, payments and any other matters relevant to the project) and which forms part of your and our requirements in relation to the Services, is complete and accurate.
- 2.2. Only when we send you a written acceptance of the offer made by you and referred to in clause 2.1 (which may include email acceptance) and we have received any deposit due from you in full and cleared funds, do you have a binding contract with us which includes any specific details incorporated in the Proposal (collectively the “**Contract**”), and these Client Terms are part of it. This written acceptance is evidence that all commercial and technical matters have been agreed between you and us.
- 2.3. You will provide us with the appropriate purchase order and invoicing procedures however we can accept your offer even if you do not issue a purchase order for the Services.
- 2.4. With effect from the event date that is agreed between us and you, or the date that we start providing the Services to you (the “**Commencement Date**”), we shall provide the Services to you under the Contract.
- 2.5. If we have given you a quotation or Proposal for the Services, it is only valid for 30 days from its issue date. It is not an offer to supply the Services to you.

### 3. The Services

- 3.1. We will supply the Services to you with reasonable care and skill and will use best endeavours to perform the Services in accordance with the service description set out in the Proposal.
- 3.2. We can change the Services if necessary to comply with any regulations, or if those changes do not affect the nature and quality of the Services. If we decide to make a change, we will advise you of this.
- 3.3. If you request changes to the Services (including increasing the number of delegates booked on a course, or a change in delivery date, which you may only do if we agree), this may incur further costs which must be paid by you and affect any timelines agreed with you.

### 4. Your Obligations

- 4.1. You must do the following things:
  - 4.1.1. co-operate with us, our staff, employees and contractors so that we can supply the Services and promptly provide all the relevant information requested by us and any other information that is necessary for us to supply the Services;
  - 4.1.2. where required and depending on what has been agreed in advance, either give us access to your premises, or book a venue for any delivering of training that is suitable to a conducive learning environment for the number of delegates attending;
  - 4.1.3. provide us with any information, materials and facilities that we reasonably require in order to perform the Services; and
  - 4.1.4. obtain in advance any licences and permission needed for us to supply the Services, where applicable.
- 4.2. If we require the decision, approval, consent or any other communication from you in order to continue with the provision of all or any part of the Services at any time, you agree to respond in a reasonable and timely manner.
- 4.3. Where the Services involve training delegates to deliver programmes we have designed (“**Accredited Train the Trainer Programmes**”), we shall in our sole discretion and based on our assessment determine whether the delegates pass the course and are consequently accredited to deliver the programme, or whether they have failed to reach the required levels of competency.
- 4.4. We may also attend (at our cost) and observe, with or without notice, any delivery of a programme for which we have accredited a delegate to deliver as a trainer (“**Accredited Programme**”) in order to monitor the trainer’s continued aptitude to deliver the Accredited Programme. We may do this whether the trainer has been ‘Approved’ to deliver the course or has been assessed as ‘Approved with development/monitoring’.

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- 4.5. For the avoidance of doubt, only those individuals permitted to deliver an Accredited Programme are those who have been assessed as 'Approved' or 'Approved with development/monitoring.' Those individuals who have been assessed as 'Failed to meet required standard – development identified' are not permitted to deliver an Accredited Programme.
- 4.6. We reserve the right to revoke accreditation of individuals at any time if in our reasonable opinion the trainer does not meet the required training standards.
- 4.7. If we cannot supply the Services because you have prevented us (for example by causing delay, or by not doing something you were supposed to do, including not paying your invoice by the date that it is due for payment), we reserve the right to cease supplying the Services until you have put the matter right (at your own cost) and paid, in full, any payments due to us.
- 4.8. If you delay the Services or put them on hold, you must notify us in writing.
- 4.9. In the circumstances set out in clauses 4.7, 4.8 and 6.3, you will be required to pay us in full for all sums that you owe for the Services that we have supplied to you up to that date and any other irrecoverable costs borne by us in preparing for the future delivery of the Services (regardless of whether those Services have actually been delivered or provided to you) and also pay us for any costs or expenses incurred (or which we are liable to pay) and for any lost opportunity of providing services to other clients because we have scheduled your work instead of doing work for those other clients. We will not be responsible for any costs or losses caused to you.
- 5.7. Any indication of the fee given to you verbally is solely for your information and is not binding on us.
- 5.8. We may from time to time change our fees and pricing. Changes in price will not affect any order that you have already placed.
- 5.9. Where specified, the fee includes all workshop materials but does not include venue costs/room hire or refreshment costs and/or additional costs incurred by the delegates/guests at the venue, for which you are responsible.
- 5.10. We reserve the right to implement additional licensing fees and charges where we grant delegates the right to deliver our Accredited Programs or Accredited Train the Trainer Programmes and any such fees (and associated restrictions) shall be communicated to you.
- 5.11. We can also charge you for any reasonable expenses that we incur in supplying the Services (for example, travel, subsistence, accommodation, materials, and the cost of services supplied by others). When we incur any expenses in relation to the Services, we may invoice you as soon as the expense is made and you must pay us in full within 30 days of the invoice date.
- 5.12. We will invoice you as set out in our Proposal. Any agreed additions or supplements will be invoiced after the event and must be paid by you within 30 days of the invoice date.
- 5.13. We will add VAT to our invoices (unless this is not applicable).
- 5.14. You must pay us in full within 30 days of the invoice date to the bank details stated on the invoice. We can end the Contract or suspend the supply of Services if we do not receive payment within 7 days of the date on which it is due.
- 5.15. If you fail to pay on time, we reserve the right to charge you interest on the unpaid fees at 8% per year above HSBC's base rate from time to time from the due date until you pay us, and this rate applies before or after any court judgment in our favour on the debt. The interest will be earned on a compounding daily basis from the date shown on the invoice until the date when full payment (including interest accrued) is made.

## 5. Fees and Payment

- 5.1. A deposit of 50% of the full project price must be paid before any work is undertaken.
- 5.2. The deposit will not be refunded to you unless we are at fault and as a result are unable to provide the Services.
- 5.3. If the deposit is not received by the due date, we may treat this as cancellation by you, and you shall be subject to the relevant cancellation fees as set out in Clause 6.
- 5.4. Certain Services must be paid in full before they are provided and where this is the case this will be clearly stated upfront.
- 5.5. Unless otherwise agreed in the Working Together Charter, full payment of the balance of the fees due for the Services shall be payable at least 28 days prior to the Commencement Date.
- 5.6. Where projects span several months, we may agree to the repayment of the balance of the fees due for the Services on a pro-rated monthly basis until project completion ("**Payment Schedule**"). Where we agree to a payment schedule, it will be set out in writing, usually within the Working Together Charter.
- 5.16. If handed over to collectors, the debtor understands they are liable for all collection and legal costs.
- 5.17. A debt recovery fee may be charged in accordance with the latest limits set out in any late payment legislation including the Late Payments of Commercial Debts (Interest) Act 1998 (as amended) and any regulations made under the powers contained in this Act. The amount of the debt recovery fee will depend on the size of the debt. You will be liable to pay to us any additional costs, fees or charges, we may incur in connection with enforcement of any amount owed by you to us including, but not limited to court fees and legal expenses.
- 5.18. You are not permitted to hold back any payment due to us as a set-off or credit or counterclaim in relation to money which you think we owe to you unless the law allows it. However, we may set off any amount you owe us against any amount we owe you.

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## 6. Cancellation and Delays

- 6.1. If you wish to cancel a booked event/training or reduce the number of guests, you may do so at any time by written notice to us.
- 6.2. In the event that you notify us that you would like to cancel a booked event/training date, the following cancellation charges apply:
  - 6.2.1. 14 days prior to the event date – 100% charge and no entitlement to any refund;
  - 6.2.2. 15-28 days prior to the event date - 50% of the total fee shall be payable;
  - 6.2.3. 29-35 days prior to the event date - 25% of the total fee shall be payable.
- 6.3. If you cancel an ongoing project (i.e. anything other than a one-off event), or otherwise delay, suspend or terminate the Services before they are completed, we will invoice you for the Services in accordance with clauses 4.9 and 5.
- 6.4. In the event that we have to cancel, we shall notify you as soon as possible in writing and shall, if possible, rearrange a suitable date which is agreeable to the you. If we are unable to rearrange the booking for another suitable date, then our liability will be limited to refunding you any fees paid by you to us up to the point of cancellation.

## 7. Intellectual Property

- 7.1. We (or our licensors) own all intellectual property rights (including but not limited to copyright) that may subsist in anything produced or sourced by us in the course of providing our Services to you.
- 7.2. Subject to clauses 5.10 and 7.3, we shall be deemed to automatically grant you a royalty-free, non-exclusive licence of any and all such rights to enable you to obtain the full benefit of the Services for the sole purpose for which they are provided.
- 7.3. You agree to use our materials, deliverables and output in accordance with any instructions and/or guidelines notified to you by us from time to time. Our techniques, methodologies and any course materials distributed by or on our behalf are our proprietary items and may not be reproduced without our permission for any purpose.
- 7.4. You retain ownership of any content, material, specifications and data supplied to us by you and agree to grant us a fully paid-up, worldwide, non-exclusive, royalty-free, transferable licence to use, copy and modify those materials for the purpose of providing the Services to you in accordance with the Contract.

- 7.5. You warrant that our use of your materials will not infringe the rights of any third party and you agree to keep us indemnified in full against any costs or expenses incurred by us as a result of or in connection with any claim brought against us for infringement of a third party's rights (including any intellectual property rights) arising out of, or in connection with, the receipt or use of any information or materials provided by you.
- 7.6. When we perform any research in relation to the Services, including user research and market research, we reserve the right to use the resulting data in other projects, including those carried out for other clients.
- 7.7. It is expressly agreed by you that we may use any material generated by us in providing the Services for promotional and business development purposes including, but not limited to, use on our websites, social media and in promotional literature, and press publications, to the extent that such material is not confidential.
- 7.8. Unless otherwise agreed, you agree to provide a brief testimonial of the Services provided by us, which we may publish and use in any of our marketing literature.
- 7.9. We are not responsible for your use of any intellectual property rights owned by someone else, which depends upon you or us getting a licence from the owner for you to use those rights.
- 7.10. You must make sure you are not infringing the rights referred to in clause 7.9. We will use our best efforts to ensure that you are told about any intellectual property rights owned by someone else that may be contained in the work provided to you as part of the Services.

## 8. Confidentiality

- 8.1. In this clause "**Confidential Information**" means any information in whatever form (including, without limitation, in written, oral, visual or electronic form) relating to our business, clients, products, affairs for the time being confidential to us and internal documents, diagnostic and management tools, reports, trainings, content, know how material and trade secrets including, without limitation, technical data and know-how relating to our business or any of our suppliers, customers, agents, distributors, management or business contacts, any information specifically designated by us as confidential and any information or item which should otherwise be reasonably regarded as possessing a quality of confidence or having commercial value.
- 8.2. You agree to keep confidential any Confidential Information. In particular, you will:

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- 8.2.1. not disclose any Confidential Information to any third party;
  - 8.2.2. not use any Confidential Information for any purpose other than as contemplated by and subject to the Client Terms;
  - 8.2.3. not make any copies of, record in any way or part with possession of any Confidential Information; and
  - 8.2.4. ensure that none of your directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that party, would be a breach of the provisions of this section 8.
- 8.3. The restrictions in this section 8 shall not apply to the extent only that the Confidential Information is at the Commencement Date, or at any time after that date becomes, public knowledge through no fault of yours, or is required to be disclosed by law.
- 8.4. You must not make video or audio recordings of any of our events, or use any recordings or photographs for commercial purposes, unless expressly permitted by us.
- 8.5. You acknowledge that the event or part of it may be filmed by audio, visual, audio-visual or electronic means or photographed, including photographs of individuals or groups of delegates. You hereby consent to us (or, if applicable, any third party licensed by us) to use and distribute such footage and photographs, which may contain delegate images, in all or any media (including social media) whether current or subsequently created, in perpetuity at any worldwide location, for the purposes of advertising, publicity, reporting and otherwise in relation to the exploitation of such recordings and photographs.
- 8.6. This section 8 shall continue to apply after any Services are completed.

## 9. Data Protection

- 9.1. In so far as the Services involve us collecting, using, holding or otherwise processing any data obtained from you or your employees which is personal data ("Data"), we shall only do so with the data subject's express consent, in accordance with any lawful instructions reasonably given by you from time to time, and in accordance with the provisions of applicable data protection laws. This means, up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the General Data Protection Regulation ((EU) 2016/679) (GDPR) is no longer directly applicable in the UK, the GDPR

and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998. By submitting any third-party Data to us, you warrant that you have the express consent of the data subject to do so.

- 9.2. We may use any Data to administer our Services provided the Data is relevant and necessary for the purpose for which it is processed. We will not pass on Data to any other third parties without first obtaining the data subject's express permission. We will ensure that any Data is processed lawfully, fairly, and transparently, without adversely affecting the data subject's rights.
- 9.3. Data security is of great importance to us, and to protect any Data we have put in place suitable physical, electronic and managerial procedures to safeguard and secure data collected. We do not retain Data for any longer than necessary taking into account the purpose for which it was originally collected.
- 9.4. With your permission and/or where permitted by law, we may also use Data for marketing purposes which may include contacting you by email with information, news and offers relating to our Services. We will not, however, send you any unsolicited marketing or spam and will take all reasonable steps to ensure that we fully protect your rights and comply with our obligations under the GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003, as amended in 2004, 2011 and 2015.

## 10. Problems and Breach

- 10.1. Subject to clause 14.9, either you or we can end the Contract immediately without notice or suspend the Services if any of the events listed below occurs:
- 10.1.1. either party commits any serious or repeated breach of any of their obligations under the Contract, and (where that the breach can be put right) whoever is committing the breach does not put it right within 28 days of receiving a written notice from the other party requiring them to do so;
  - 10.1.2. either party fails to pay any amount due under this contract on the due date for payment and does not pay the amount due within 7 days of receiving a notice from the other party requesting payment;
  - 10.1.3. either party becomes or is insolvent or is unable to pay its debts (within the meaning of the Insolvency Act 1986) or (except for the purposes of a genuine amalgamation or reconstruction) a petition is

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presented or meeting convened or resolution passed for winding up the defaulting party or the defaulting party enters into liquidation whether compulsorily or voluntarily or compounds with its creditors generally or has a receiver, administrator, or administrative receiver appointed over all or any part of its assets or the defaulting party ceases to carry on all or a substantial part of its business; or

10.1.4. either party stops carrying on business, or threatens to do so.

10.2. If we end the Contract under this section 10, you must immediately pay us all sums that you owe us for our Services as set out in clause 4 and 5.

10.3. We expect all delegates at our events to act responsibly and respectfully to our staff and we will not tolerate profanity, obscenities or inappropriate, discriminatory, threatening, abusive or otherwise inappropriate conduct, language or behaviour. We reserve the right to remove any delegate from our workshops/programmes/courses should their behaviour be deemed to be inappropriate by us, without any obligation to refund course fees or other costs paid or incurred.

## 11. Non-Solicitation

You agree not to at any time during the Contract or for a period of 12 months thereafter, in any capacity or under any circumstances, offer to employ or engage, contract with, or seek to solicit or entice away, or otherwise facilitate the employment or engagement of any employee or contractor which has been introduced to you (for whatever reason, directly or indirectly), in connection with the provision of the Services.

## 12. Liability Limitations

12.1. We make no guarantees that the Services we undertake will be successful for you. If the Services provided do not work to your satisfaction, no refund will be given and all and any fees and costs shall be payable by you.

12.2. We are not responsible to you for any loss of profit or any consequential loss (as set out in this section 12) arising from the Contract with you, and our total liability to you under the Contract will not exceed the value of the Contract, that is, the total fee payable by you for the Services.

12.3. Subject to the rest of this section 12, we will be responsible for any foreseeable loss or damage that you may suffer only as a result of our breach of the Contract or as a result of our negligence. Loss or damage is foreseeable only if it is an objectively obvious consequence of our breach or negligence

or if it is contemplated by you and us when the Contract is formed. We will not be responsible for any loss or damage that is not foreseeable. We will not be liable to you for any loss of contracts, or loss of actual or anticipated income, revenue or profit, loss of business or business interruption, loss of goodwill or reputation, loss of anticipated savings, loss of expenses, loss of data, or for any indirect, special or consequential damages, arising under the Contract whether or not such loss or damage is foreseeable, foreseen or known.

12.4. These Client Terms do not limit our responsibility for things that the law says we cannot exclude. These include death, personal injury caused by our negligence, fraud, or any other matter that the law says we cannot exclude. But otherwise, any warranties or terms which are implied into the Contract by legislation are excluded. Specifically, we make no warranty or representation that any specific results may be obtained from using our Services, or that they will meet your requirements or expectations.

12.5. Neither you nor we shall be liable to the other for failure or delay in carrying out the Contract that is caused by an event beyond their reasonable control (a "Force Majeure Event"), which neither party could have foreseen, or which was unavoidable. Force Majeure Events include industrial disputes, energy or transport failures, acts of God, war, terrorism, civil unrest, explosions, mechanical breakdown, natural disasters and deliberate damage. In the event that a party to the Contract cannot perform their obligations under the Contract as a result of such an event for a continuous period of 30 days, the other party may at their discretion terminate the Contract by written notice at the end of that period. In the event of such termination, the parties shall agree upon a fair and reasonable payment for all Services provided up to the date of termination.

12.6. You agree to defend, indemnify and hold us and our respective officers, directors, agents, licensors, partners and employees harmless from any and all damage (whether direct, indirect, consequential or otherwise), loss, liability, cost and expense (including without limitation reasonable legal fees) resulting from any claim made by any third party due to or arising out of your breach of these Client Terms or your breach of any law, rule, regulation or the rights of any third party.

## 13. Effects of Termination

13.1. When the Contract comes to an end for any reason:

13.1.1. any sum owed by you to us under any of the provisions of the Contract shall become due and payable in accordance with section 5;

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13.1.2. all clauses which, either expressly or by their nature, relate to the period after the end of the Contract shall remain in full force and effect indefinitely (to the extent applicable); and

13.1.3. this shall not affect or prejudice any right to damages or other remedy which the party who ends the Contract may have in respect of the event giving rise to the Contract ending or any other right to damages or other remedy which any party may have in respect of any breach of the Contract that existed at or before the date of that the Contract ended.

14.7. Delay in exercising a right under the Contract will not take away that right or any other right.

14.8. If any dispute arises in connection with this Contract, the Parties agree to enter into mediation in good faith to settle such a dispute and agree that no party shall be permitted to commence court proceedings until mediation has been attempted. Unless otherwise agreed between the parties, within 14 days of notice of the dispute the mediator will be nominated by Lawbite Ltd (trading as Lawbite). This provision shall not apply in the event that we wish to commence proceedings for the recovery of a sum payable pursuant to Section 5.

## 14. General

14.1. The Contract is our entire agreement and does not include previous statements or representations that we have made to you (including but not limited to any advertising or other promotional or descriptive material), unless expressly agreed. Where there is any conflict between these Client Terms and the Proposal, these Client Terms shall prevail.

14.2. Either party may assign, transfer, charge or sub-contract our or your rights and obligations under the Contract, provided that the other party has previously agreed to this in writing.

14.3. No third parties may rely on any terms of the Contract.

14.4. Changes to the Contract are only binding if both parties sign and agree them in writing. These Client Terms may be updated on our website from time to time and the version in force at the time the Contract comes into effect (as explained in clause 2.2) shall be the version that applies.

14.5. In the event that one or more of the provisions of these Client Terms are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Client Terms, which shall be valid and enforceable.

14.6. If either party wants to give a notice to the other under the Contract, they must give it in writing and either deliver it or send it by first class post to the other's registered office (or another address specifically given to the sender for this purpose). Notices shall be deemed to have been duly given, if delivered by hand, courier or other messenger, at the time of delivery (unless delivery is outside of normal business hours, in which case the notice shall be deemed to be received at 9.00am on the next business day), or if sent by post by 9.00am on the second business day after posting. This arrangement does not apply to the service of any documents in legal proceedings.

14.9. The Contract shall be governed by, and construed in accordance with, the laws of England and Wales. Subject to section 14.8, any dispute, controversy, proceedings or claim between you and us relating to this Contract shall fall within the exclusive jurisdiction of the courts of England and Wales.

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