



Hustle House

TERMS AND CONDITIONS for the provision of leadership and team development, and talent management solutions

1. Definitions and interpretation

- 1.1. In this document, unless the context otherwise requires, the expressions below have the following meanings:

Client, you, your, yours: any individual, organisation or board of trustees/directors which purchases services from the Supplier;

Commencement Date: the date on which the Agreement commences, as specified in the Service Agreement;

Fees: the compensation for the performance of the Services, as set out in detail in a Statement of Work;

Service Agreement: the service agreement including the Client's details and any additional terms and conditions, which, together with these Terms and any SOW, form the contract between the Client and the Supplier;

Services: the services to be provided by the Supplier to the Client as set out in the SOW;

Statement of Work (SOW): a separate document in which the specific Services to be provided are set out, together with timescales, Fees and other details, each SOW is subject to the Service Agreement and these Terms;

Supplier, we, us, our: The Hustle House Ltd;

Terms: these terms and conditions.

- 1.2. Any reference in these Terms to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
- 1.3. The headings in these Terms are for convenience only and shall not affect its interpretation.

2. Applicability

- 2.1. These Terms shall apply to each provision of Services by the Supplier to the Client, as detailed in the SOW.
- 2.2. We accept your instructions in good faith and assume these are provided by an officer of your organisation authorised to act on behalf of your organisation.
- 2.3. In the event of a conflict between these Terms and any other terms and conditions of the Client, our Terms shall prevail unless expressly agreed otherwise by us. Where the conflict is between these Terms and the Service Agreement or SOW, the more specific terms in the Service Agreement or SOW shall prevail in relation to the conflicting subject matter only.
- 2.4. If you request Services from us and your request is accepted, our acceptance of your request is conditional on your agreement to these Terms in full. For the avoidance of doubt, such agreement will be deemed to be given through the signing and return of the Service Agreement or an email from an officer of your organisation instructing the commencement of work.
- 2.5. These Terms may be varied by us from time to time. In the event of any such variation we will notify you of the new or revised terms. If you do not accept the revised terms and you

notify us accordingly within 14 days after we notified you of our revised Terms, then the existing terms will apply to any already contracted Services for the duration of the current period of Service provision. When you request further Services after we have notified you of changes, such request will be deemed your acceptance of the revised terms in full.

3. Statement of Professional Standards

- 3.1. We will conduct our business in accordance with the Code of Professional Conduct of the Chartered Institute of Personnel and Development.

4. Our responsibilities

- 4.1. With effect from the Commencement Date and in consideration of the Fees being paid in accordance with the payment terms, we will provide the Services expressly identified in the SOW.
- 4.2. We will keep and maintain records of work completed and make them available to you in line with the terms of the specific service.
- 4.3. We will provide regular reports on the progress of any work being completed on your behalf.
- 4.4. We will raise any issues or concerns that may be found during the term of the service provision.

5. Your responsibilities

- 5.1. You will give us all proper, necessary and timely instructions, authority, data and information to enable us to undertake lawfully and effectively the Services instructed, and to complete the Services within agreed timescales as set out in the SOW and those instructing us indemnify us accordingly.
- 5.2. You hold the right to supply us with any such information, and in doing so do not infringe any rights held by any third party or cause a breach by either party of any regulations or other legal duty owed to any third party.
- 5.3. You will promptly notify us if any further or different data, documentation or information comes to your attention which renders any earlier information provided untrue or misleading.
- 5.4. You will cooperate fully with us in the provision of the Services.

6. Service provision

- 6.1. We will use all reasonable skill and care to perform the Services. Unless expressly agreed in writing no further conditions, warranties or representations are given by us in relation to the Services and any such warranties and representations are excluded to the fullest extent permitted by law.
- 6.2. All commitments with respect to the timing and scope of a project given to you by us, whether verbal or written, are made in good faith but are made necessarily in advance of knowing the full scope of the difficulty that may pertain to performance on specific points (for example, unforeseen



difficulty in obtaining information or contacting an individual). For this reason, whilst we agree to use our best endeavours to fulfil such commitments to you on the timing and the scope of consultancy and other projects, we cannot guarantee performance in either respect and such dates and timings are therefore indicative only.

6.3. Service provision time includes all office, administrative, preparatory and telephone time spent acting for you in addition to actual Client meetings and external interviews. Service provision time also includes travel time which may on occasions be absorbed or waived or charged at a separate rate as per the SOW. All work is charged at the agreed rate as set out in the SOW.

6.4. Any additional services requested which are outside the scope of an existing SOW, shall be subject to a new SOW.

7. Fees

7.1. Where we have provided you with an estimate for Services, we reserve the right to increase that estimate where there is a change in the Services to be supplied.

7.2. You agree to pay our Fees in accordance with the payment terms.

7.3. Our fees are based on a "time-based" (normally daily except where otherwise agreed in advance) rate or "fixed fee" (where the fee is agreed for the work to be completed regardless of how long it takes). Each SOW lists the basis on which we agree to supply the Services. Any additional work required which is not covered by the Service Agreement will be agreed with you and will result in a new Service Agreement being issued.

7.4. You agree to pay us for any additional services provided by us that are not specified in an SOW in accordance with the applicable daily or hourly rate in effect at the time of the performance or such other rate as may be agreed. We will not incur additional fees without your prior consent unless circumstances are exceptional.

7.5. All sums payable pursuant to an SOW are exclusive of any Value Added Tax unless otherwise stated.

8. Expenses

8.1. We are entitled to recover reasonable incidental expenses in connection with the provision of the Services from you.

8.2. The SOW will set out where expenses will be charged. You agree to reimburse such expenses in addition to the Fees.

8.3. Expenses will be charged at cost (with the exception of mileage which is charged at the most up-to-date HMRC approved mileage rate for the first 10,000 miles of business mileage, 45p as of January 2014).

8.4. Any additional charges for incidental expenses will normally be waived, except where such costs are significant in value in which case the expenses will be agreed with you in advance.

8.5. We will make every attempt to minimise expenses and we will never pass on to you more than the actual costs incurred.

8.6. Invoices for expenses will normally be presented as a separate item within the invoice for the nearest (timewise) payment to the expenses being incurred.

8.7. Allowable expenses are charged to you at the gross invoice value.

9. Payment conditions

9.1. Payment of Fees rendered by invoice are due as standard, and unless otherwise agreed, within thirty (30) days from the invoice date. We are unable to offer credit.

9.2. For Services with an agreed duration of four weeks or less, invoices will be issued at the conclusion of the work. For Services with an agreed duration of more than four weeks, invoices will be issued on a monthly basis.

9.3. Payment to us must be for the full amount agreed and as invoiced, and you agree to adjust all payments to take into account any charges levied (such as may be made by the transferring bank) so that the full amount due is received by us.

9.4. You agree to pay all government taxes and duties, regardless of origin, that may apply to your payments to us. Each party will be responsible for recovering their own entitlements in respect of pre-payments (such as in respect of VAT or sales tax).

9.5. Interest may be applied to any overdue accounts at a rate of 2% over the HSBC base rate per month on all amounts that remain unpaid 30 days after the agreed payment date. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgement until payment is made.

9.6. Where payment has not been received, we reserve the right to withhold Services, documents and information, and have the right to cease to work on your account, and to terminate the engagement if payments are unduly delayed. In such circumstances, we will not be responsible for any inconvenience, loss or damage caused. This right applies not just to the Service for which the payment is in arrears but also any other Services supplied to you by us, whether or not payments against those are in arrears.

9.7. All amounts due pursuant to these Terms shall be paid in full without any deduction, set-off, counterclaim or withholding.

10. Amendments to SOW's

10.1. If you wish to vary any details of a SOW, you must notify us in writing at your earliest opportunity. We will endeavour to make any required changes and any additional costs thereby incurred shall be invoiced to you.

10.2. If, due to circumstances beyond our control, we have to make any change in the arrangements relating to the provision of the Services set out in the SOW, we shall notify you forthwith. We shall endeavour to keep such changes to a minimum and shall seek to offer you arrangements as close to the original as is reasonably possible in the circumstances.

11. Staff and contractors

11.1. We are entitled to subcontract, delegate or assign the provision of any Services or any of our rights or duties under these Terms. We will have discretion as to which of our staff members or subcontractors are assigned to perform the Services.

11.2. Where a named consultant is assigned as your account or project lead, we will use our best endeavours to ensure that this consultant remains allocated to your account or work for its duration.

12. Intellectual property

12.1. We reserve all copyright, intellectual property and any other rights (if any) which may subsist in the products of, or in connection with, the provision of our Services, which



includes, but is not limited to, generic and tailored documents, analyses, reports, presentations and training materials, held both electronically and on paper. Any such materials shall be licensed to you for your internal use only to enjoy the full benefit of the Services rendered. You shall not sub-licence, assign or otherwise transfer any such licence.

- 12.2.** We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of our intellectual property rights.
- 12.3.** You undertake to keep all materials created by us confidential and not to copy, publish or distribute any such information, materials or documents to any third party without The Hustle House's prior written consent (except where such information is in the public domain, or you are required to disclose such information by law).
- 12.4.** Your interests in respect of this clause and any materials provided by you to us are protected by The Hustle House's blanket confidentiality commitment in respect of the dissemination of any and all materials related specifically to your business outlined in clause 13 below.

13. Confidentiality

- 13.1.** All data, documentation and information provided by you and advice given by us is treated in the strictest confidence, disclosed only to those who need access to it in order to deliver Services and stored, whether in hard copy or electronically, under strictest security at our offices.
- 13.2.** We agree never to share information relating to your business with any third party without your prior consent, and unless required to do so by law or to comply with regulations or quality control reviews. Likewise, you agree not to use or copy or allow use of the output of the work we do for you with a third party without our prior permission (please refer to clause 12 as well).
- 13.3.** We may communicate with you electronically and you accept the risks associated with such communications, except anything arising through our negligence or willful default.
- 13.4.** Neither party shall use the other party's confidential information for any purpose other than the performance of the Services.

14. Conflicts of interest

- 14.1.** We will bring to your attention any conflict of interest that may arise between your instructions and the terms under which we are acting, or have acted, for another client at the time that it becomes apparent to us (where such third-party instructions were received prior to your instructions). Such a declaration by us will be general in nature so as not to prejudice the confidentiality with the third party. You will notify us if you have any reason to believe that such a conflict has arisen or may arise.
- 14.2.** You recognise that we may have to terminate Services to you in line with clause 20 in the event that a conflict arises between our duties to you and to another client if, in our sole judgement, we are unable to proceed delivering the Services and maintain our fiduciary duty.

15. Liability

- 15.1.** References to liability in this clause 15 include every kind of liability arising under or in connection with the Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

15.2. We exclude liability for loss or damage resulting from misleading, incomplete or false information provided by you.

15.3. We provide Services in good faith based upon information available to us at the time of performance. We do not warrant the accuracy of information provided. It is for you to decide whether or not to accept our advice in making your own decisions. Therefore, we accept no liability for the consequences of the use of our information, opinions and support, whether direct or indirect.

15.4. Nothing in these Terms of the Service Agreement limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation.

15.5. Nothing in this clause 15 shall limit the Client's payment obligations.

15.6. Subject to clause 15.4, our total aggregate liability to you shall not exceed the lesser of the total value of the Services provided to you in the 12 months preceding the act giving rise to a claim or the actual value of your damages.

15.7. Without prejudice to clause 15.6, and subject to clause 15.4, our total aggregate liability shall not exceed the sums paid by our professional indemnity insurance company.

15.8. Subject to clause 15.4 and 15.5 the following types of loss are fully excluded:

- (a) loss of profits
- (b) loss of sales or business
- (c) loss of agreements/contracts
- (d) loss of anticipated savings
- (e) loss of use or corruption of software, data or information
- (f) loss of damage to goodwill
- (g) indirect or consequential loss

15.9. You shall indemnify us against all damages, costs, claims and expenses suffered by us arising from loss or damage to any equipment (including that of third parties) caused by you, your agent or members of your workforce.

15.10. You accept that the limitations of our liability set out in this clause are reasonable in the circumstances.

16. Force Majeure

16.1. Neither party shall be liable to the other or be deemed to be in breach of these Terms by reason of any delay in performing, or any failure to perform, any of either party's obligations if the delay or failure was due to any cause beyond that party's reasonable control and which could not have been reasonably predicted.

16.2. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control:

- i. Acts of God, explosion, flood, tempest, fire or accident;
- ii. war or threat of war, terrorism, sabotage, insurrection, civil disturbance or requisition;



- iii. acts, restrictions, regulations, bylaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- iv. strikes, lockouts, or other industrial actions or trade disputes (whether involving employees of either The Hustle House or the Client or of a third party);
- v. power failure, failure of utilities or breakdown in machinery.

16.3 Where the delay caused by events outside either party's control or influence causes such delay that the purpose of an SOW is wholly or significantly adversely affected, either party shall be entitled in these circumstances to cancel the remaining portion of work set out in the SOW. In such circumstances, you will not pay any further Fees, but there will be no refund of Fees already paid (including any payments for any Services that remain unfulfilled) and we will be entitled to recover any expenses already incurred.

17. Data protection

17.1. We process certain information about you which may qualify as personal information under data protection laws. We are committed to protect your privacy and process any personal data only in compliance with applicable data protection laws. Please refer to our privacy policy for more information about the data we collect, the purposes we use it for and your rights in relation to your personal data.

18. Publicity

- 18.1.** We have the right, without further reference to you, to publicise the fact that you are or were our client.
- 18.2.** You hereby grant us the limited, non-exclusive and royalty-free right to use your organisation's name and logo for marketing and promotional purposes of The Hustle House, unless you specifically let us know in advance that you do not want us to use your name and/or logo. We may also describe in general terms the type of work conducted for you but we are not permitted to link your organisation and the work undertaken without your prior permission.

19. Recruitment of personnel

- 19.1.** Each party undertakes not to attempt to solicit or procure the services of staff employed by the other party who are involved in the provision of the Services during the course of period of work and for a period of six months after completion of the Services without the written permission of the other party.
- 19.2.** You agree to pay us a finder's fee should you recruit a staff member of us to a paid employment position within two years of the conclusion of any work on behalf of you by that staff member or of that staff member being introduced to you, whichever is later.
- 19.3.** The finder's fee shall be 30% of the first year's gross remuneration payable by you or your associates to the staff member.
- 19.4.** Staff members include all The Hustle House employees and associates that are involved in the provision of Services to you.

20. Termination

- 20.1.** We may terminate the Service Agreement immediately in the event that you ultimately fail to make payment of any Fees which are due and payable, or if you are otherwise in material breach of these Terms.
- 20.2.** Unless specific different terms apply, and with the express exception of our retained services, you or we may terminate the Service Agreement by giving at least 4 weeks' prior written notice.
- 20.3.** If we terminate the Service Agreement, you are entitled to a refund of that proportion of any advance of Fees that relate to the time not worked at the date of termination.
- 20.4.** If you terminate the Service Agreement, we reserve the right to retain any advance Fees paid in respect of any SOW on a pro-rated basis. Where such advance has not been paid, the following cancellation fee schedule shall apply:
- 4 weeks' notice = no charge
 - 3 weeks' notice = 30% charge
 - 2 weeks' notice = 50% charge
 - 1 week or less = 100% charge

You are also liable to pay all expenses incurred by us up to the date of termination.

- 20.5.** In the event of termination, expenses incurred shall be interpreted as including all monies spent on your behalf plus all spending irrevocably committed to on your behalf by us up to the date of termination plus any cancellation charges that may be levied by third party suppliers as a result of the termination.
- 20.6.** We may also terminate the Service Agreement with immediate effect if:
- i. you are in breach of any of your obligations hereunder and such breach cannot be remedied; or
 - ii. you are in breach of any of your obligations hereunder while such breach is remediable, but is not remedied within 14 days after we have notified you of the breach in writing;
 - iii. you have entered into liquidation (other than for the purposes of a bona fide amalgamation or reconstruction) whether compulsory or voluntarily or compounds with your creditors generally or has an administrator, administrative receiver or receiver appointed over all or a substantial part of your undertaking or assets;
 - iv. you are bankrupt or deemed unable to pay your debts by virtue of Section 123 of the Insolvency Act 1986;
 - v. you cease or threaten to cease to carry on business; or
 - vi. any circumstances whatsoever beyond the reasonable control of the Supplier (including but not limited to the termination, through no fault of the Supplier, of the Services) that necessitate the termination for whatever reason of the provision of Services.
- 20.7.** In the event of termination in accordance with clause 20.6 we will retain any sums already paid by you without prejudice to any other rights or remedies we may have whether at law or otherwise.
- 20.8.** Clauses which expressly or by implication survive termination shall continue in full force and effect after the Service Agreement is terminated.



21. Complaints and disputes

- 21.1. We want you to be entirely satisfied with the services provided to you. If, however, you are not satisfied, please notify us without delay. The matter will be dealt with in accordance with our Complaints Procedure.
- 21.2. All unresolved disputes between the parties shall be referred to independent determination.

22. General

- 22.1. The Service Agreement, including these Terms and any SOW, constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 22.2. Each party acknowledges that in entering into the Service Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Service Agreement of these Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Service Agreement or Terms.
- 22.3. Except as set out in these Terms, no variation of the Service Agreement or Terms shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 22.4. A waiver of any right or remedy under the Service Agreement or these Terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Service Agreement or the Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or

partial exercise of any right or remedy provided under the Service Agreement or the Terms or by law shall prevent or restrict the further exercise of that or any other right or remedy.

- 22.5. If any provision or part-provision of the Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the remaining provisions. If any provision or part-provision of these Terms is deleted under this clause 22.5 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 22.6. Unless it expressly states otherwise, the Service Agreement or Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of them.
- 22.7. Any notices given to a party under or in connection with the Service Agreement or Terms must be in writing, which includes email, and shall be delivered by email or pre-paid first-class post or other next working day delivery service at the address set out in the Service Agreement. This clause does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.
- 22.8. The Service Agreement and these Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- 22.9. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Service Agreement, Terms or their subject matter or formation.

These standard Terms and Conditions apply to all services delivered by The Hustle House Ltd. and should be read in conjunction with the Service Agreement.

*The Hustle House Ltd. Registered in the UK.
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