



The Hustle House

Unlocking the best in your business

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

- 1. Definitions**
 - 1.1.** In this document, unless the context otherwise requires, the expressions below have the following meanings: “Client” any individual, organisation or board of Trustees/Directors which purchases services from the Supplier, and hereinafter referred to as “the Client”, “you” and “your”; “Schedule” the separate document in which the specific Services to be provided are set out, with timescales, fees, payment terms and other details and any terms and conditions specific to that Service “Services” that which is to be provided by the Supplier to the Client as set out in the Schedule; “Supplier” The Hustle House Ltd., hereinafter referred to as “The Hustle House”, “we”, “us”, “our”.
 - 1.2.** Any reference in this document 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 this document are for convenience only and shall not affect their interpretation.
- 2. Application**
 - 2.1.** These Terms and Conditions shall apply to the provision by The Hustle House of Services to the Client, as detailed in the Schedule or any subsequent email.
 - 2.2.** We accept your instructions in good faith and assume these are provided by an officer of your organisation with authority to procure.
 - 2.3.** In the event of conflict between these Terms and Conditions and any other terms and conditions of the Client, the former shall prevail unless expressly agreed by The Hustle House in writing. Where the conflict is between these and any other terms and conditions provided by The Hustle House in a Schedule or email, the most recent terms will apply.
 - 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 and Conditions in full. For the avoidance of doubt, such agreement will be deemed to be given through the signing and return of the Schedule or an email from an officer of your organisation instructing the commencement of work.
 - 2.5.** These Terms and Conditions may be varied by The Hustle House from time to time. In the event of any such variation The Hustle House will notify you of the new terms. If you do not accept the revised terms and you notify The Hustle House accordingly, then the existing terms will apply to any already contracted Services for the duration of the current period of Service provision. In requesting further Services after The Hustle House has notified you of changes, then you will be deemed to have accepted the revised terms in full.
- 3. Statement of Professional Standards**
 - 3.1.** The Hustle House’s business will be conducted in accordance with the Code of Professional Conduct of the Chartered Institute of Personnel and Development.
- 4. Responsibilities of The Hustle House**
 - 4.1.** With effect from the commencement date of this document, as set out in the Schedule, and in consideration of the fees being paid in accordance with the Payment terms, we will provide the Services expressly identified in the Schedule or otherwise agreed under these Terms and Conditions.
 - 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. Responsibilities of the Client**
 - 5.1.** You will give The Hustle House all proper and necessary and timely instructions, authority, data and information to enable us to undertake lawfully and effectively the Services instructed, and to complete the work within agreed timescales as set out in the Schedule and those instructing us indemnify us accordingly.
 - 5.2.** You hold the right to supply The Hustle House 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 The Hustle House 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 The Hustle House in the provision of the Services.
- 6. Service Provision**
 - 6.1.** The Hustle House will use all reasonable skill and care to perform the Services identified in the Schedule or otherwise agreed under these Terms and Conditions. Unless expressly agreed in writing no further conditions, warranties or representations are given by The Hustle House in relation to the Services and any such terms 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 The Hustle House, 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 The Hustle House agrees to use its 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.

- 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 Schedule. All work is charged at the agreed daily rate as set out in the Schedule.

7. Fees

- 7.1.** Where The Hustle House has 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 under the Schedule.
- 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). The Schedule lists the basis on which we agree to supply the Services. Any additional work required which is not covered will be agreed with you and will result in a new Schedule being issued.
- 7.4.** You agree to pay The Hustle House for any additional Services provided by us that are not specified in the Schedule in accordance with the then current 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 these without your prior consent unless circumstances are exceptional.
- 7.5.** All sums payable by either party pursuant to the Schedule are exclusive of any Value Added Tax unless otherwise stated.

8. Expenses

- 8.1.** The Hustle House shall be entitled to recover from you reasonable incidental expenses in connection with the provision of the Services.
- 8.2.** The Schedule will set out where expenses will be charged. You agree to reimburse such expenses in addition to the Service fees.
- 8.3.** Expenses will be charged at cost (with the exception of mileage which is charged at the HMRC approved mileage rate for the first 10,000 miles of business mileage, 45p as of January 2014).
- 8.4.** Any additional charge for incidental expenses will normally be waived, except where such costs are significant in value in which case the expense will be agreed with you in advance.
- 8.5.** Every attempt will be made to minimise expenses and we will never pass on to you more than the actual cost 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

- 9.1.** Payment of fees rendered by invoice are due as standard, and unless otherwise agreed, within fourteen 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 The Hustle House.
- 9.4.** You agree to pay all government taxes and duties, regardless of origin, that may apply to your payments to The Hustle House. 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 14 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, The Hustle House 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 and Conditions shall be paid in full without any deduction, set-off, counterclaim or withholding.

10. Variation and Amendments

- 10.1.** If you wish to vary any details of the Schedule, you must notify us in writing at your earliest opportunity. The Hustle House shall endeavour to make any required changes and any additional costs thereby incurred shall be invoiced to you.
- 10.2.** If, due to circumstances beyond The Hustle House's control, we have to make any change in the arrangements relating to the provision of the Services in the Schedule, 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.** The Hustle House shall be entitled to subcontract, delegate or assign the provision of any Services or any of their rights or duties under these Terms. The Hustle House shall have discretion as to which of our Consultants 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. Copyright and Intellectual Property

- 12.1.** The Hustle House reserves 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, analysis, reports, presentations and training materials etc. held both electronically and on paper. Any such materials shall be

licensed to you for your internal use only and you shall not sublicense, assign or otherwise transfer any such licence.

12.2. The Hustle House reserves the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright or intellectual property.

12.3. You undertake to keep all materials created by The Hustle House 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 13. below.

13. Confidentiality

13.1. All data, documentation and information provided by you and advice given by The Hustle House 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 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.

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

14.1. The Hustle House will bring to your attention any conflict of interest that may arise between your instructions and the terms under which The Hustle House is acting, or has acted, for another client at the time that it becomes apparent to The Hustle House (where such third party instructions were received prior to your instructions). Such a declaration by The Hustle House 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 21. in the event that a conflict arises between our duties to you and to another client if, in our judgement, we are unable to proceed with the Services and maintain our fiduciary duty.

15. Liability

15.1. Where any loss or damage occurs as the result of you providing misleading, incomplete or false information, no liability will be accepted.

15.2. The Hustle House provides services in good faith based upon information available to us at the time. 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 management decisions. Therefore The Hustle House accepts

no liability for the consequences of its information, opinions and support, whether direct or indirect.

15.3. Except in respect of death or personal injury caused by our negligence, The Hustle House will not by reason of any representation, implied warranty, express condition or other term, or any duty at common law be liable for any loss of profit or any indirect, special or consequential loss (such as lost profit, lost opportunity, lost reputation, lost data), damage, costs, expenses or other claims in connection with the provision of Services or with the use by you of the Services supplied.

15.4. You shall indemnify The Hustle House 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.

15.5. Without prejudice to other more restrictive limitations elsewhere in these Terms and Conditions, liability on the part of The Hustle House is limited to the value of the Services set out in the Schedule or the value of the loss, whichever is the smaller.

15.6. The restrictions on liability in this clause apply to every liability which may arise in connection with the provision of the Services including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

15.7. You accept that the limitations of The Hustle House's liability set out above are reasonable in all the circumstances.

16. Force Majeure

16.1. Neither The Hustle House nor the Client shall be liable to the other or be deemed to be in breach of these Terms and Conditions 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. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control:

- i. Act 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 or breakdown in machinery.

16.2 Where the delay caused by events outside either party's control or influence causes such delay that the purpose of these Terms and Conditions is wholly or significantly destroyed, either party shall be entitled in these circumstances to cancel the remaining portion of work set out in the Schedule. In such circumstances, you will not make any further payment of fees but there will be no refund of payments already made (including any payments for any Services that remain unfulfilled) and The Hustle House will be entitled to recover any costs already incurred.

17. Waiver

- 17.1.** The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions of this Contract shall not be considered as a waiver of any subsequent breach of the same or any other provision.
- 17.2.** A waiver of any term, provision or condition of these Terms and Conditions shall be effective only if given in writing and either signed by the waiving party or emailed from the work email address of an appropriate officer of the waiving party's organisation, and then only in the instance and for the purpose for which the waiver is given.

18. Data Protection

- 18.1.** Both parties will comply with all applicable requirements of all applicable data protection and privacy legislation in force from time to time in the UK and including the General Data Protection Regulation (EU 2106/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to the use of personal data (including, without limitation, the privacy of electronic communications) (together "the Data Protection Legislation")
- 18.2.** The parties acknowledge that for the purposes of the Data Protection Legislation, you are the controller and The Hustle House is the processor.
- 18.3.** You will ensure that you have all necessary and appropriate consents and notices in place to enable the lawful transfer of any relevant personal data to The Hustle House for the duration and purpose of this Contract.
- 18.4.** In relation to any personal data processed in connection with the provision of the Services we shall:
- i.** ensure that we have appropriate measures in place to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of the technological development and the cost of implementing any measures;
 - ii.** ensure that all personnel who have access to an/or process personal data are obliged to keep the personal data confidential;
 - iii.** not transfer any personal data outside the European Economic Area unless your prior written consent has been obtained and appropriate safeguards are in place, the data subject has enforceable and effective legal remedies and all reasonable instructions notified by you in advance have been complied with;
 - iv.** notify you without undue delay on becoming aware of a personal data breach;
 - v.** on your written direction, delete or return personal data and copies to you on termination of this Contract unless required by law to store the personal data; and

- vi.** handle and process personal and sensitive data provided to us in the course of our work with you (e.g. employee personal data) in line with the requirements of the Data Protection Legislation.

18.5. The Hustle House will use personal information which we hold about personnel within your organisation to provide our Services, for market research purposes and to inform you about our Services and products.

18.6. Data provided to us and files relating to our work for you are stored electronically in line with our Data Protection Policy. They are destroyed in line with this policy after the applicable period.

19. Publicity

19.1. The Hustle House shall have the right, without further reference to you, to publicise the fact that your organisation is, or was, a Client and to utilise your organisation's name in publicity materials in this respect unless you specifically inform us in writing that we may not do this. The Hustle House may also describe in general terms the type of work conducted for you but shall not be permitted to link your organisation and the work undertaken without your prior permission.

20. Recruitment of Personnel

- 20.1.** 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 these Services during the course of period of work covered by the Schedule and for a period of six months thereafter without the written permission of the other party.
- 20.2.** You agree to pay The Hustle House a finder's fee should you recruit a The Hustle House Consultant to a paid employment position within two years of the conclusion of any work on behalf of you by that Consultant or of that Consultant being introduced to you, whichever is the later.
- 20.3.** The finder's fee shall be 30% of the first year's gross remuneration payable by you or your associates to the Consultant.
- 20.4.** The definition of 'Consultant' shall include all The Hustle House employees and associates that are involved in the provision of services to you.

21. Termination

- 21.1.** The Hustle House reserves the right to withdraw our Services from you without any requirement of an explanation, upon the giving of notice to you in writing, without liability.
- 21.2.** The Hustle House shall be entitled to terminate any Services immediately in the event that you fail to make payment of any fees which are due and payable, or if you are otherwise in material breach of these Terms and Conditions.
- 21.3.** Unless individual Terms apply, and with the express exception of our Retained Services, you or we may terminate our engagement by giving 60 days' written notice.
- 21.4.** Where a termination is by The Hustle House, you shall be entitled to a refund of that proportion of any advance of fees that relate to the time not worked at that time.
- 21.5.** Where you terminate a Schedule of work, we reserve the right to retain any prepayment received in respect of the Schedule on a pro-rated basis. Where prepayment has not been made, the following shall apply in terms of cancellation notice:

- 4 weeks' notice = No charge
- 3 weeks' notice = 30% charge
- 2 weeks' notice = 50% charge

1 week or less = 100% charge

You also agree to pay all expenses incurred up to the date of termination.

21.6. 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 The Hustle House up to the date of termination plus any cancellation charges that may be levied by third party suppliers as a result of the termination.

21.7. The Hustle House may terminate any agreement forthwith if:

- i. The Client is in breach of any of its obligations hereunder; or
- ii. The Client has entered into liquidation (other than for the purposes of a bona fide amalgamation or reconstruction) whether compulsory or voluntarily or compounds with its creditors generally or has an administrator, administrative receiver or receiver appointed over all or a substantial part of its undertaking or assets;
- iii. The Client has become bankrupt or shall be deemed unable to pay its debts by virtue of Section 123 of the Insolvency Act 1986;
- iv. The Client ceases or threatens to cease to carry on business; or
- v. Any circumstances whatsoever beyond the reasonable control of the Supplier (including but not limited to the termination, through no fault of the Supplier, the termination of the service) that necessitate the termination for whatever reason of the provision of services.

21.8. In the event of termination under the above clause The Hustle House shall retain any sums already paid by you without prejudice to any other rights we may have whether at law or otherwise.

21.9. Clauses which expressly or by implication survive termination shall continue in full force and effect

22. Complaints and Disputes

22.1. 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 The Hustle House's Complaints Procedure.

22.2. All unresolved disputes between the parties shall be referred to independent determination.

23. Applicable Law and Jurisdiction

23.1. These terms and conditions shall be governed and construed in accordance with English law and the parties shall submit to the exclusive jurisdiction of the English courts.

24. Integral part of Contract

24.1. In signing the Schedule, you accept that all of these terms have been read, understood and agreed.

24.2. Each of the parties warrants that it has power to enter into this agreement and has obtained all necessary approvals to do so.

24.3. The parties agree that these terms are fair and reasonable in all the circumstances. However, if any part, term or provision of these Terms and Conditions or the Schedule is or becomes or is declared by any court or competent authority to be void, illegal or unenforceable, it will be deemed to be deleted and the remaining provisions will continue in full force and effect.

24.4. Unless otherwise expressly stated, all notices from you to us must be in writing and posted or emailed to our registered office.

24.5. Unless expressly state otherwise, this Contract does not give rise to any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

These standard Terms and Conditions apply to all services delivered by The Hustle House Ltd. and should be read in conjunction with those which apply to specific services as detailed on the Schedule of Services.

*The Hustle House Ltd. Registered in the UK.
Registered office 37 Northway Road, London SE5 9AN
Company no. 11936509 VAT registration no. 329568267*