



TERMS AND CONDITIONS

These terms and conditions will govern the relationship between:

- (1) Harry Freedman trading as The Career Advice Centre. ("CAC") and
- (2) Any person to whom CAC provides the Services (as defined below) ("the Client")

1 Recital

The Client wishes to engage CAC to provide the Services and the parties have agreed to enter into this agreement to regulate the arrangement

2 Definitions

The following terms shall have the following meanings:

- 2.1 'Commencement Date': the date upon which CAC issues an invoice for services or sends a confirmation of programme enrolment to the Client, whichever is earlier.
- 2.2 'Confidential Information': information relating to the Client's personal details including but not limited to the Client's name, address, age, date of birth, employment history, past and present employers' names and addresses, and all other information passed by the Client to CAC and which is reasonably interpreted not to be passed onto or disseminated in any way or form to third parties and which is reasonably requested by CAC in order to enable it better to provide the Services.
- 2.3 'Consultant': The Career Advice Centre employee or associate providing the Services to the Client.
- 2.4 'Material Information': all materials the property of which belongs to CAC and also materials which are on licence to CAC from third parties which are accessed by the Client through the password protected area on CAC's web-site, as printed materials or otherwise
- 2.5 'Password': the confidential code(s) provided to the Client enabling the Client access to the Material Information through CAC's web-site
- 2.6 'Notice': notice complying with the terms of clause 12.7
- 2.7 'Payments': Sums due to CAC as a result of the Client entering into this agreement for the provision of the Services
- 2.8 'Services': the services CAC will provide to the Client or the Recipient of Services as specified in clause 4.1
- 2.9 'Term': from the Commencement Date until the Termination Date
- 2.10 'Termination Date': the date on which this agreement terminates and the contractual obligations of both parties expire, except outstanding Payments due to CAC

3 Appointment

The Client appoints CAC to provide the Services for the Term in return for the Payments.

4 CAC's obligations

4.1 Services to be provided by CAC

CAC will provide career management services as detailed in CAC's invoice to the Client together with any other services agreed between CAC and the Client and confirmed by CAC in writing to the Client

4.2 Secrecy

CAC will use all reasonable endeavours to prevent the disclosure of any Confidential Information other than to persons who are employed or engaged by CAC or who have been authorised by the Client to receive such Confidential Information

4.3 Delegation

CAC reserves the right to delegate its rights and obligations under this Agreement to third parties in order to provide the Services to the Client.

4.2 Standard

CAC agrees to provide Services to the Client subject to the terms of clause 9 with reasonable skill and care

5 The Client's obligations

In consideration of the provision of the Services the Client agrees:

- 5.1 to make the Payments promptly without deduction or set-off
- 5.2 to co-operate with CAC by providing Confidential Information to CAC
- 5.3 to follow the reasonable instructions of CAC
- 5.4 to utilise the Material Information in a proper manner and except with the written permission of CAC not to disclose, copy, divulge, reproduce, publish or in any way disseminate any Material Information to any third party or into the public domain for the purpose of pecuniary gain or otherwise
- 5.5 to keep any Passwords confidential

6 Termination

- 6.1 The Client may terminate this agreement at any time by providing 28 days Notice in accordance with Clause 12.7 below and shall then be liable to pay to CAC all outstanding Payments immediately
- 6.2 CAC may terminate this agreement on 7 days Notice if the Client shall fail to provide CAC with any Confidential Information reasonably requested by it to enable it to supply the Services
- 6.3 In the event of termination by CAC with reasonable cause or by the Client without reasonable cause, there shall be no refund of fees already paid to CAC and there shall be no remission of fees that are yet to fall due under an instalment payment plan.
- 6.4 In the event of termination by CAC without reasonable cause or by the Client with reasonable cause, the Client shall be entitled to the return of any fees paid less payment for services already rendered, calculated either at CAC's hourly rate of £200 per hour, or £300 for each month elapsed on the programme, whichever is greater, less an administration charge of 10% of the total fees originally paid. The administration charge shall not be payable if CAC terminates without reasonable cause. It is recognised and agreed that the Client is expected to commit their time and effort to ensure the success of the programme and CAC shall not be penalised by the return or remission of fees in the event of the Client's failure to do so.

7 Payment

- 7.1 Individual clients: The full fee is payable prior to the first session, unless otherwise agreed.
- 7.2 Corporate or Institutional Clients: Payment terms are strictly 14 days net from date of invoice.
- 7.3 Payment by Instalments
Where payment by instalments is agreed a surcharge will be added to the total fee. Failure to make an instalment payment on time will result in the total outstanding balance falling immediately due.
- 7.4 Suspension of Programme
In the event that the Client requests a suspension of their programme, (see 12.20.2) instalment payments shall nevertheless continue according to the originally agreed schedule

8 VAT

- 8.1 All sums payable under this agreement unless otherwise stated are exclusive of VAT and other duties or taxes
- 8.2 Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums

9 Liability of CAC

- 9.1 CAC shall not be held liable for the failure of the Client or in obtaining any position, occupation, promotion or any other career objective

- 9.2** CAC shall not be liable to the Client or the Client's estate for the death of or injury to the Client or loss or damage to the Client's property unless due to the negligence or other failure of CAC to perform its obligations under this agreement or under the general law
- 9.3** The maximum liability of CAC shall be no greater than the amount paid to CAC by the Client. CAC shall not be liable for any indirect or consequential loss.
- 9.4** CAC shall not be liable for any warranty or representation not expressly provided in this agreement.
- 10 Termination for breach**
- 10.1** The following obligations are conditions of this agreement and any breach of them shall be deemed a fundamental breach which shall determine this agreement immediately
- 10.2** Failure on the part of the Client to make punctual payment of all sums due to CAC under the terms of this agreement
- 10.3** The levying of any distress or execution against the Client or the making by him of any composition or arrangement with creditors
- 10.4** The doing or permitting of any act by which CAC's rights in the Material Information may be prejudiced or put in jeopardy or by which the terms of any licence under which any of the Material Information is held by CAC may be infringed by the Client
- 12 Miscellaneous**
- 12.1 Interest**
All sums due from the Client to CAC which are not paid on the due date (without prejudice to the rights of CAC under this agreement) shall bear interest from day to day at the annual rate of 4% over the annual base lending rate of Lloyds Bank plc with a minimum of 7% per year
- 12.2 Receipt**
The receipt of money by CAC shall not prevent CAC from questioning the correctness of any statement in respect of such money
- 12.3 Severance**
If any provision of this agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable or indications to that effect are received by CAC from any competent authority CAC shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of CAC it may be severed from this agreement
- 12.4 Whole agreement**
Each party acknowledges that this agreement and any letter of engagement together with any other written amendment to or extension of the letter of engagement contain between them the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents
- 12.5 Supersedes prior agreements**
This agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the Commencement Date but without prejudice to any rights which have already accrued to either of the parties
- 12.6 Change of address**
Each of the parties shall give notice to the other of the change or acquisition of any address or telephone telex or similar number at the earliest possible opportunity but in any event within 48 hours of such change or acquisition
- 12.7 Notices**
Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant party shown at the head of this agreement or by facsimile transmission

or by electronic mail and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by facsimile transmission or by electronic mail to the correct facsimile number or electronic mail address of the addressee

12.8 Headings

Headings contained in this agreement are for reference purposes only and should not be incorporated into this agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate

12.9 Non assignment by the Client

Neither this agreement nor any rights under it may be assigned or transferred by the Client

12.10 Proper law and jurisdiction

12.10.1 This agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England

12.10.2 Any proceedings arising out of or in connection with this agreement may be brought in any court of competent jurisdiction in England

12.10.3 The submission by the parties to such jurisdiction shall not limit the right of CAC to commence any proceedings arising out of this agreement in any other jurisdiction it may consider appropriate

12.10.4 Any notice of proceedings or other notices in connection with or which would give effect to any such proceedings may without prejudice to any other method of service be served on any party in accordance with clause 12.7

12.10.5 In the event that the Client is resident outside England its address for service in England shall be the address for such service nominated at the head of this agreement and any time limits in any proceedings shall not be extended by virtue only of the foreign residence of the Client

12.15 Rights cumulative

All rights granted to either of the parties shall be cumulative and no exercise by either of the parties of any right under this agreement shall restrict or prejudice the exercise of any other right granted by this agreement or otherwise available to it

12.17 Waiver

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement

12.18 Third Party Rights

The parties intend that no term of this agreement may be enforced by a Third Party pursuant to the Contract (Rights of Third Parties) Act 1999

12.19 Cancellation of Appointments

Clients cancelling appointments at 48 hours notice or less will incur a charge based on the length of the appointment and CAC's hourly rate of £200.

12.20 Programmes of Fixed Duration

12.20.1 Programmes will run for the agreed period or duration, or until the clients' objectives have been achieved, whichever is sooner.

12.20.2 Programmes of fixed duration may be suspended at the Client's request. Minimum suspension period is 1 month. Meetings held during an agreed suspension period will render the suspension void. The maximum suspension period is 1 year, after which the programme will be deemed to have terminated.