

CMP SERVICES TERMS & CONDITIONS Please read before commissioning CMP**1. FOREWORD**

- 1.1. These terms set out the obligations between you (the **Client**) and Conflict Management Plus Ltd, registered in England and Wales, Company number: 03880628 ("**CMP**", "**we**", "**us**", or "**our**").

2. CONFIRMATION OF SERVICE

- 2.1. CMP will deliver its services (the contract) only where payment for services is independent of party involvement in the service being delivered.
- 2.2. CMP undertakes the service in good faith and by mutual agreement with the Client. Having started the process as set out in the commissioning document (the contract), the associate may recommend revising the scope; in such instances, CMP reserves the right to renegotiate the fees and expenses with the Client.
- 2.3. We require confirmation that the Clients payment system is set up and ready to process payments, as well as a purchase order number from the Client before we commence our chargeable services. Where the Client does not operate a purchase order system, written confirmation of this is required along with a suitable invoicing contact.
- 2.4. Cancellation fees (see later section) apply after we receive the signed commissioning document or email confirmation.

3. SERVICE DELIVERY

- 3.1. CMP will submit any report/s only to a Client senior manager not involved in the service process and by preference the Commissioning Manager. If this is not possible CMP will submit any report to a director of the business named at Companies House, and in CMP's preference will be that any report is submitted to a Non-Executive Director.
- 3.2. CMP agrees to make the appropriate number of suitably experienced associates and support staff available on dates to be mutually agreed between the Client, the parties to the service, and CMP.

- 3.3. CMP's working day is between 09:00 and 17:00. Where services are delivered on premises provided by the Client, the Client agrees to make available suitable break and rest facilities.
- 3.4. A standard half day is four (4) consecutive hours, either ending by 13:00 at the latest, or starting at 12:30 at the latest.
- 3.5. In conducting the service, CMP may need to access third-party services such as language translators. The Client agrees to pay for such services as required. CMP reserves the right to choose and appoint contractors to provide such services as required and will provide the Client with indicative costs of such services before engaging the relevant service.
- 3.6. The proposal provide the scope of activities involved in the delivery of the service, and an estimate of the time and cost required to complete these on the assumption that the work is to be carried out during the working hours (Monday to Friday, excluding Bank Holidays, between 09:00 and 17:00). Where the Client requests out-of-hours working, CMP reserves the right to charge an additional fee at a minimum of 1.5 times the agreed rate for any hours worked, including weekend and Bank Holiday working.
- 3.7. The Client agrees to make available all and any material required by the service (such as CCTV recordings, email evidence) available to the associates on request and without delay. Where the materials cannot be provided, a written explanation from the Client is required for inclusion within CMP's case file/report. The Client agrees that no item of information relevant to the service is kept from the associate, or provided but altered in a way that would obstruct or change the service delivery and its outcome.
- 3.8. The Client agrees to an ongoing duty of disclosure to CMP for all matters that would influence the process of carrying out, or the outcome of, our services. This duty of disclosure will apply throughout the contract and extends to any event that CMP is required to engage with such as an Employment Tribunal.
- 3.9. If there is an ongoing investigation by the Police or other relevant legal authority, CMP will liaise with the relevant authority to ensure that any work being conducted by CMP does not jeopardise the process/es being undertaken by the legal authority. We reserve the right to pause our service, without penalty, if required to do so by the legal authority.

- 3.10. The Client agrees parties to the service will, as far as is practical, be relieved from work pressures in the time immediately before and after their involvement with the CMP associate.
- 3.11. The Client agrees to keep all parties to the service updated as delivery progresses. Where the client asks CMP to undertake this, CMP reserves the right to charge for the administration time spent.
- 3.12. The Client acknowledges its obligations under Health and Safety at Work legislation to create a safe work environment for CMP staff and associates. This extends to, but is not limited to, fire safety, first aid provision, and ensuring that CMP staff and associates are treated fairly and respectfully (see 12.4).

4. SERVICE DELIVERY TIMELINES

- 4.1. The Client agrees to use its best efforts to ensure all parties included in the service are available as requested by CMP, to enable the service to progress.
- 4.2. Where commencement of service delivery (that is, the first required step in delivery, as indicated in the proposal, is delayed for more than 30 working days after confirmation has been received from the Client, and where that delay is for reasons outside CMP's control, such as party unavailability, CMP reserves the right to charge a retainer to keep an allocated associate available for delivery of the service or to provide an alternative associate (See also Cancellation and Postponement.)
- 4.3. The Client agrees to make all relevant parties available for appropriate inclusion in the service within 15 working days of the request for their inclusion by either the associate or CMP.
- 4.4. The Client agrees to update CMP every ten (10) working days with an update on party availability and other information pertinent to the service delivery. CMP reserves the right to charge in line with our cancellation and postponement policy if timely updates are not provided by the Client.
- 4.5. Where parties do not make themselves available within 15 working days of the request, for the following 40 working days the service will be classed by CMP as 'on hold' and can be recommenced at any time within the 40 working days without charge. After this time, CMP reserves the right to treat the service as having been cancelled by the Client (see also Cancellation).

5. PAYMENT OF EXPENSES

- 5.1. The Client will be invoiced for expenses in addition to the fees as set out in the commissioning document or subsequent amendments provided by CMP and agreed to by the Client.
- 5.2. Expenses incurred in relation to delivery of the service will be charged at their actual value. CMP do not provide receipts, unless expressly requested prior to confirmation of delivery. An administration fee of £50 plus VAT will be charged for processing expense receipts when requested by the Client.
- 5.3. For in-person meetings or events, CMP will endeavour to supply a suitable associate local to the Client's relevant base. The Client accepts that the associate CMP identifies as best for the service delivery may not be local to the Client and its employees.
- 5.4. Where the associate has to travel to the Client's site, and the travel time is longer than four (4) hours one-way, the Client may be charged an additional half-day fee or an hourly rate at the rate determined in the proposal.
- 5.5. CMP will apply the appropriate VAT treatment to expenses as defined under HMRC's guidance on recharges and disbursements.
- 5.6. The following expenses will be charged unless expressly agreed otherwise. No additional expenses will be claimed.

HOW CMP CALCULATES FLAT FEES	GENERAL	NOTES
Travel	Mileage For each return journey: 45p per mile Rail Will always be standard class, preferably pre-booked	<i>Where trainers use public transport – they are able to claim reasonable taxi fares between station, hotel and venue.</i>
Travel outside England	economy flights, travel to and from airport, airport car park (long stay) accommodation,	<i>Dependent on the duration of travel will depend upon the amount of</i>

	taxis and/or car hire – all at cost	<i>decompression time charged. This will be agreed at the time of proposal.</i>
Accommodation – cities	£150 per night	<i>Associates are entitled to accommodation where travel to the venue is more than 150 miles in distance or over 2 hours in time</i>
Accommodation - elsewhere	£120 per night	<i>Trainers are entitled to accommodation where travel to the venue is more than 150 miles in distance or over 2 hours in time</i>
Evening meal	£30 per day	<i>only for work that takes the trainer away from home for more than 12 hours</i>
Lunch	£10 per day	<i>only for work that takes the trainer away from home for more than 6 hours and where not provided by the client</i>
Breakfast	£10 per day	<i>Only chargeable where accommodation has been required and it is not included in the accommodation rate</i>

6. PAYMENT OF INVOICES

- 6.1. For investigation service delivery; upon confirmation of the agreed terms of reference for the investigation, an invoice for 50% of the total scope of work will be issued. Once the initial 50% payment has been received and the corresponding amount of work has been completed, monthly interim invoices will be issued for the remaining balance, reflecting the ongoing progress and work completed during that month.
- 6.2. For mediation service delivery; upon confirmation of the proposal an invoice for the 1-1 sessions will be invoiced. Upon completion of the 1-1 sessions a further invoice will be raised for the joint mediation and any remaining time allocated to the delivery.
- 6.3. For consultancy service delivery; upon confirmation of the proposal an invoice for 50% of the total scope of work will be issued. Once the initial 50% payment has been received and the corresponding amount of work has been completed, monthly interim invoices will be issued for the remaining balance, reflecting the ongoing progress and work completed during that month.

- 6.4. The Client agrees to pay each invoice within 30 days of the invoice date. CMP reserves the right to charge interest on late payment of invoices in line with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998, namely the Bank of England base rate plus 8%.
- 6.5. Where payment for the services is not received within the agreed period, CMP reserves the right to suspend the delivery of services. Suspension of services will remain in effect until all outstanding payments have been received. CMP will notify the Client in writing of any such suspension and the reasons for it. Reinstatement of services will occur only upon full payment of the outstanding amount
- 6.6. Any discount provided to the Client may be cancelled at CMP's discretion if payments are not made in accordance with the agreed terms. In addition, interest and compensation may be charged in accordance with the Late Payment of Commercial Debts (Interest) Act. This interest will accrue on a daily basis for all outstanding balances over 30 days overdue.
- 6.7. CMP will issue invoices in GBP (£) unless CMP gives written confirmation that it will agree to invoice in a different currency.
- 6.8. The Client is responsible for payment of any: bank charges, foreign currency conversion fees, and taxes, in addition to the invoice amount.
- 6.9. Where withholding tax is applicable, the Client must inform CMP in writing before the proposal is signed.
- 6.10. The Client agrees that once an invoice is issued, any queries or disputes must be raised within 28 days of the issue date. Once the 28 days have passed the client shall be deemed to have acknowledged the accuracy and validity of the invoice. Consequently, no payment shall be withheld or delayed by the Client on the grounds of disputes or queries raised after the 28 days has passed.
- 6.11. A claim by a party involved in our service delivery who alleges that our process was unreasonable, and/or findings and/or recommendations are flawed, is not considered by CMP to be reasonable grounds for non-payment or for a dispute about payment.

7. CANCELLATION AND POSTPONEMENT

- 7.1. The Client becomes liable for cancellation fees from date the Sales Order/ commissioning document was signed/email confirmation received.

- 7.2. Cancellation fees are incurred either when the service is cancelled in full by the client; or for party non-attendance at confirmed meetings with our associate.
- 7.3. The Service will be considered cancelled if confirmed in writing by the Client; or at CMP's instigation and discretion when service delivery timelines have been exceeded (see 4.2) or where terminated by CMP (see clause 12).
- 7.4. **Full service cancellation fees** are:
- 1.2. a fixed fee equivalent to two (2) days of the maximum day rate within the service quote, or the full Contracted amount, whichever is the greater; and
 - 7.4.1. any direct expenses incurred and all working time spent by CMP on the service (including administration preparation and orientation), up to and including the day the cancellation notice was received, or the case 'timed out' (see 4.2)
- 7.5. **Party non-attendance at confirmed sessions/interviews/meetings fees** are charged in full.
- 7.6. **Postponement of party attendance** at confirmed sessions/interviews/ meetings fees are:
- 7.6.1.1. More than 5 working days' notice – 0 per cent of the allotted interview time
 - 7.6.1.2. Between 3 and 5 working days' notice – 50 per cent of the allotted interview time
 - 7.6.1.3. Less than 2 working days' notice – 100 per cent of the allotted interview time
- 7.7. When any cancellation or postponement fees apply, CMP will enforce the fees at its discretion.

8. DATA PROTECTION AND CONFIDENTIALITY

Data protection

- 8.1. CMP is registered with the ICO as a data controller under the UK's Data Protection Act 2018 and the EU's GDPR.

- 8.2. When contracting with a Client we will assume the role of Data Processor unless otherwise stipulated, and will act in accordance with the controlling Client's data processing agreement or contracting terms.
- 8.3. CMP and the Client will comply with the regulatory and legal obligations relating to their own organisation, in order to comply with relevant legislations for processing data.
- 8.4. CMP has identified that the lawful bases for our data use under this contract are:
- 8.4.1.1. The 'legitimate interest' of the parties and those involved in the services provided;
 - 8.4.1.2. Compliance with our legal obligations; and
 - 8.4.1.3. Where relevant, to ensure the performance of the contract between CMP and the Client
- 8.5. CMP and the Client will cooperate with each other to ensure mutual compliance under relevant legislation, at the reasonable expense of the Client.
- 8.6. CMP holds ISO 27001 and is fully data compliant and secure.
- 8.7. Please note that the processing of personal data is governed by the separate Standard Data Processing Terms and Conditions, which have been provided alongside these terms and conditions

Subject Access Request

- 8.8. Should CMP receive a Subject Access Request from any individual involved in the delivery of our service to the Client, then, regardless of whether CMP is acting as a data processor or controller or joint controller, we reserve the right to charge the Client the prevailing rate to complete the administration to respond to such a request if required to do so either by agreement with the Client or as a result of our obligation to the ICO and the individual/s making the request

National Security Vetting

- 8.9. Where CMP engages with a government or commercial entity who requires UK National Security Vetting or international equivalent, the Client agrees to act as the sponsor for the associate and for our staff and for CMP as appropriate, to ensure that this requirement is met.

Confidentiality

- 8.10. The Client will notify CMP of any special requirements regarding confidentiality.
- 8.11. Information obtained by CMP about the Client and from the Client's employees before, during and after delivery of the service will be treated by CMP as wholly confidential, except in situations where there is a concern for risk of harm, risk to life, or involvement of a criminal offence, in which case appropriate action may need to be taken, but CMP will at all times ensure individual's rights are protected in line with relevant legislation.
- 8.12. Such information will be entirely restricted to the Client Commissioning Manager or to individuals whom the Commissioning Manager gives CMP permission in writing to disclose information to.
- 8.13. The obligations of confidentiality do not apply if CMP is required to give evidence in an Employment Tribunal or other legal proceedings, where the rights of the Tribunal or Court may supersede the obligations of client confidentiality; or where CMP needs to disclose information about the Client in order to protect its own commercial interests.
- 8.14. Information obtained during delivery of all mediation services (including group mediation, will under all circumstances except 8.13 above, remain confidential to the parties and the associate.
- 8.15. Any correspondence with parties from CMP will be sent by email to the address given to us either by the Client or the party.

9. PUBLIC RELATIONS

- 9.1. CMP may approach the Client with opportunities for mutual positive publicity, in relation to services delivered to the Client.
- 9.2. CMP will approach the Client in writing for permission before CMP initiates or agrees to, such publicity.
- 9.3. The Client will be given the opportunity to review and approve all materials involved in publicity work before public visibility.
- 9.4. The Client acknowledges that once in the public domain, publicity material may not be possible to recall.

- 9.5. CMP will refer back to the Client any parties enquiring about the services it has delivered to the Client.
- 9.6. Where CMP considers it has reputational risk, we reserve the right to deal directly with third parties, while respecting the confidentiality of the service provided and the parties involved.
- 9.7. CMP will at all times respect the confidentiality of the service and the parties involved, in any publicity relating to the services delivered to a Client.

10. EXCLUSION OF LIABILITY

- 10.1. The Client acknowledges that the service provided by CMP is wholly limited to those matters contained in the proposal.
- 10.2. The Client will hold neither CMP, its principals or its staff, responsible to the fullest extent permitted by law, for any loss suffered by the Client arising from any misrepresentation (intentional or unintentional) supplied to CMP by any means, including orally, in connection to the service being provided.
- 10.3. The Client agrees not to bring any claim in connection with services provided by CMP to the Client, personally against our directors (whether executive or non-executive), or our employees.
- 10.4. In the event that the associate delivering the service on our behalf to the Client, or any member of our staff, is requested to take part in an Employment Tribunal, contested court proceeding, internal Hearing, Case Review, or appeals process, relating to the service delivered, CMP's daily charges and expenses apply. This includes time spent in preparation; meetings; reasonable expenses; and attendance at any court or process carried out by the Client internally.
- 10.5. Unless there is a legal or regulatory requirement to do so, the Client will ensure our work is not to be made available to third parties without our written permission. CMP accepts no responsibility to third parties for any aspect of our professional services or work that is made available to them by the Client or its current or past employees.
- 10.6. The Client agrees CMP cannot be held liable for any action taken or not taken, or for any loss incurred by the Client and/or its employees or former employees who were party to CMP's service as delivered for the Client, as a result of the Client's actions or non-actions, that are based upon a report and/or recommendations from CMP.

11. INDEMNITY

- 11.1. The Client will indemnify CMP against any claim for any act or omission in performance of CMP's work, unless the act or omission is grossly negligent, fraudulent, or shown to be in bad faith.
- 11.2. The Client agrees that CMP's liability in such instances, as far as is allowed by law, shall not exceed the amount paid for the service delivered to the Client.

12. TERMINATION

- 12.1. CMP shall be entitled to terminate the contract for delivery of the services, by giving the Client no fewer than 30 calendar days' notice to that effect in writing, if:
- 12.1.1. the Client - being an individual or a company - or any partner or Director in the company, becomes bankrupt or has a receiving order or administration order made against them; or
 - 12.1.2. makes any compromise or arrangement with or for the benefit of their creditors, or makes any conveyance or assignment for the benefit of their creditors, or shall purport to do so; or
 - 12.1.3. if in Scotland they, whether insolvent or not, become bankrupt, or any application shall be made under any Bankruptcy Act for the time being in force for sequestration of their estate, or a trust deed shall be granted by them for behoof of their creditors; or
 - 12.1.4. the Client being a company, goes into liquidation either compulsory or voluntary (save for the purpose of reconstruction or amalgamation), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of its assets, or if the Client makes an assignment for the benefit of or composition with its creditors generally or threatens to do any of these things, or any judgment is made against the Client or any similar occurrence under any jurisdiction affects such party.
- 12.2. If the Client commits a material breach of the contract and (if such breach is capable of remedy) failed to remedy such breach within five (5) working days of being required by CMP in writing to do so, then CMP shall (without prejudice to any other of its rights) be entitled to terminate the contract with immediate effect by written notice to the Client.

- 12.3. If the Client fails to provide a safe working environment in which CMP staff and associates are treated fairly and respectfully then CMP reserves the right to terminate the contract giving not less than five (5) working days' notice.
- 12.4. Subject to any earlier termination under the clauses listed above, the contract shall expire upon completion of the service, or upon final payment for the service, whichever is the later.
- 12.5. Termination of the contract shall not affect any rights or remedies of CMP that may have accrued up to the termination date or in respect of any obligation in the contract expressly or impliedly having effect after expiry or termination of the contract.

13. CORRUPT GIFTS OR PAYMENTS

- 13.1. The Client shall not offer or give, or agree to give, to any employee or representative of CMP any gift or consideration of any kind as an inducement or reward for doing, or refraining from doing, or having done or refrained from doing, any act in relation to the obtaining or execution of this or any other contract with CMP, or for showing or refraining from showing favour or disfavour to any person in relation to this or any such contract.

14. GOVERNING LAW

- 14.1. The contract shall be governed by and interpreted in accordance with English Law, and shall be subject to the exclusive jurisdiction of the Courts of England and Wales, to which the Client and CMP submit.

15. INVALIDITY AND SEVERABILITY

- 15.1. If any provision of these terms and conditions shall be held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

Please contact the Chief Operating Officer about any questions on 01763 852225