

Working for you and with you

with INFLUENCE, HONESTY, EXCELLENCE, AMBITION, RESPECT, TRUST

WME Terms and Conditions of Supply (April 2020)

1. GENERAL

1.1 The Agreed Service

WME will deliver the agreed services in line with the terms and conditions set out in this document and as specifically detailed in our quotation; Sales Order Acknowledgement; or other appropriate engagement document provided by WME.

1.2 Changes to the Agreed Service

If it is necessary to vary the service either before or during delivery of the service, this must be mutually agreed in writing **prior to the variation being implemented**; and any additional or amended fees must be accepted by the customer in writing.

1.3 The order process

Unless stated otherwise, the customer will be asked to sign a Quotation and provide a Purchase Order to secure their booking by email to finance@wmemployers.org.uk.

WME will issue a Sales Order Acknowledgement (SOA) confirming details of the service, delivery dates and any unique terms and conditions.

WME will not provide any services to a customer without receipt of a Purchase Order from the customer or an alternative procurement document where a PO system is not in place.

1.4 Ensuring Service Excellence

WME is committed to delivering service excellence. If a customer is dissatisfied with any aspect of the service they should first report this to the WME service lead who will endeavour to resolve the issue to the satisfaction of the customer as quickly as possible. If the lead officer is unable to provide a satisfactory solution, the customer may refer the matter to WME's Senior Leadership Team or the Chief Executive.

1.5 Invoicing and Payment

WME will invoice the customer in accordance with the agreed payment terms which generally will be; upon delivery of the service, or at regular intervals where the service extends over a period of multiple months, or at the commencement of a subscription period. Payment should be made by the customer within 30 days.

1.6 VAT

VAT is applicable at the prevailing rate to all our fees unless we state otherwise in writing.

1.7 Data Protection

WME will observe the Data Protection Act 2018 and the General Data Protection Regulations in the delivery of its services and we will publish Privacy Notices for our services. Our General Privacy Notice can be viewed on our website <http://www.wmemployers.org.uk/about-us-privacy>. In turn we require our customers to also comply with these regulations in their dealings with WME and our information.

1.8 Evaluation/Feedback

WME genuinely welcomes and values customer feedback; it helps us to improve our relationships, the quality of our services, and most importantly to ensure customer satisfaction. We will seek feedback and evaluation in ways best suited and most appropriate for the type of service provided but you will generally be asked to complete a feedback questionnaire.

2. SPECIFIC TERMS AND CONDITIONS FOR CONSULTANCY AND INTERIM SERVICES

2.1 Professional Indemnity Insurance (PII)

Services delivered by WME employees or associate consultants will be covered by a minimum of £2m Professional Indemnity Insurance.

2.2 Our Fees, Additional Services or New Work

WME strives to deliver excellent and best value services to our public sector clients. We deliver directly through our own team and also work with a Talent Bank of highly skilled Associate Consultants and other key service providers. We work collaboratively on a basis of trust and respect, so please do remember that you have commissioned the service from WME. If you wish to discuss the service fees or require a price for additional/varied services or if you have new work that you may wish our consultant to deliver, please contact WME and negotiate with us and not our associate consultant. This ensures that we continue to work honestly and openly with our partners and clients.

2.3 Off Payroll Working in the Public Sector (IR35)

All consultancy commissions being delivered by a WME Associate Consultant will be subject to an off payroll working assessment and decision by the client as a commissioning public authority. If IR35 rules apply, WME acting as an employment intermediary, will be required to process payments to the Associate Consultant through payroll making PAYE deductions. The additional PAYE costs incurred as a result of IR35 will be recharged to the customer at cost.

2.4 Cancellations of Consultancy Services or Termination of Interim Engagements

No cancellation charge will apply if a customer cancels the consultancy or interim booking more than 4 weeks prior to the agreed start date. However, cancellations made within 4 weeks or less of the agreed start date for reasons beyond the control of the customer will be subject to the payment of costs incurred by WME and/or its consultant(s) up to the date of cancellation.

Other specific cancellation terms may be included within the Quotation, Service Agreement or Contract signed by the customer, delivery Consultant and WME.

Generally, an Interim booking will include an intended contract end date. Earlier termination or termination where no defined end date is agreed will require one month's notice in writing to WME and the Interim. A shorter termination date may be applied with the mutual consent of the Interim and WME.

2.5 Interim Hours of Work

The Interim will be working directly to the Customer to fulfil a specific role or carry out a particular project or task. Their hours of work will generally be 8 hours per day to include a lunch break (unless otherwise agreed) and their work pattern regarding the number of days per week will be agreed with WME and the Customer. Any variation must be agreed in writing with WME and the Interim. The interim will be required to complete a monthly attendance log/time sheet that must be authorised by the customer and submitted to WME as evidence of service delivery for invoicing purposes.

2.6 Introduction Fee for an offer of Employment Contract to a WME Associate Consultant

If a customer extends a permanent offer of employment to a WME Associate Consultant which is accepted, at any point during or within 12 months of the completion of a consultancy service engagement, WME will charge a recruitment introduction fee equal to 10% of the starting gross salary for the permanent role.

2.7 Confidentiality & Commercially Sensitive Information

WME and its Consultant(s) undertake to keep confidential any information relating to the customer and/or its employees or as provided /obtained in the delivery of the service; in turn the customer undertakes to keep confidential any commercially sensitive information provided by WME and its Consultant(s). For clarification WME as the contractor will have the right to access any information provided to the Consultant as if it were provided to a WME employee, in support of service quality assurance processes.

2.8 Materials and Copyright

All materials, unless otherwise specifically agreed with the customer, will be supplied by WME or its Consultant(s). The customer must not reproduce any of the materials provided by WME, or its consultant, without obtaining permission in writing to avoid infringement of copyright or IPR.

3. SPECIFIC TERMS AND CONDITIONS FOR TRAINING EVENTS AND CONFERENCES

WME offers training and development programmes and events as either 'OPEN' which means available to delegates from different organisations, or as 'IN-HOUSE' event which means delivery is specifically for a single client at their preferred location.

Cancellation rules may differ due to the type and duration of service and are defined accordingly. WME will acknowledge by email all cancellation requests sent to info@wmemployers.org.uk confirming any cancellation or administration charges applicable.

Customer Bookings for IN-HOUSE Events

3.1 Booking Process, Invoicing and Payment

- The customer will be asked to sign a Quotation and provide a Purchase Order to secure their booking.
- WME will issue a Sales Order Acknowledgement (SOA) confirming details of the service, delivery dates and any unique terms and conditions.
- An invoice will be issued when booking the service or as agreed within the SOA.
- Payment should be made by the customer within 30 days.

3.2 Cancellation & Rescheduling Charges for IN-HOUSE Events

Cancellation:

- A customer may cancel a booking for an in-house event more than 4 weeks prior to the event start date without incurring a cancellation charge.
- Cancellation of a booking for an in-house event within 4 weeks or less of the event start date will incur a cancellation fee of 100% of the booking value or for each day/activity that would have taken place within the 4 weeks in respect of programmes with more than one day delivery.

Reschedule:

- A customer may request to reschedule a booking for an in-house event more than 4 weeks prior to the proposed event start date without incurring a cancellation charge.
- A request to reschedule an in-house event less than 4 weeks before the event start date will incur an administration fee of 20% of the booking value.
- A customer may only reschedule an event booking once either for free or with an administration charge being applicable. A further request to reschedule will be treated as a cancellation of booking of the original date and cancellation terms will apply and the revised date will be a new booking.

3.3 Training Materials

WME or its Consultant(s) will produce all the necessary training materials, unless otherwise specifically agreed with the customer. The copyright of materials remains with WME and its Consultant(s) and the customer must not reproduce materials without written permission of WME.

3.4 Evaluation and Delegate Feedback

WME uses evaluation and delegate feedback to monitor quality and improve services. For In-house service delivery the customer can have access to feedback provided on WME surveys or opt to use their own evaluation survey and feedback responses, which should then be shared with WME.

Delegate Bookings for WME OPEN Training Events and Conferences

3.5 Booking Process, Invoicing and Payment

- Delegates will be required to complete a booking form as part of the online application process.
- An email will be sent confirming a delegate place has been secured.
- An invoice will be sent for the full fee and payment should be made before the event and no later than 30 days after the date of invoice.
- Joining instructions will be sent to the delegate by email approximately 10 days before the event date.

3.6 Cancellation Rules and Charges for OPEN Events

All delegate cancellations must be made in writing to info@wmemployers.org.uk and the following cancellation charges will apply:

- Cancellation of a booking within 4 weeks or less prior to the induction date - 100% of the fee is payable.

A replacement delegate may be nominated by the customer to avoid cancellation charges, but an amended booking form detailing delegate changes must be submitted to info@wmemployers.org.uk and will be subject to confirmation by return email prior to the event. An administration fee of 10% of the service value will be charged by WME to change a delegate within 4 weeks of the event.

The customer may request to transfer a delegate to a later programme within a 12 month period. WME will charge a 10% administration fee to do this.

WME will acknowledge by email all cancellation requests submitted in writing to info@wmemployers.org.uk confirming any cancellation or administration charges applicable.

4. SPECIFIC TERMS AND CONDITIONS FOR EXECUTIVE RECRUITMENT SERVICES

4.1 Booking Process, Invoicing and Payment

- WME will take a recruitment brief from the customer and provide a proposal of services.
- The customer will sign the quotation and provide a Purchase Order to confirm the service requirement.
- WME will agree a recruitment plan and timetable with the customer including key deadlines for the customer to provide information to WME.
- Variations to service requirements that arise during the recruitment process must be agreed in writing with the WME lead officer who will confirm any variation to service fees.

An invoice will be issued for 50% of the quoted fees at the commencement of recruitment service and a final invoice for the remaining 50% revised to accommodate any service variations agreed during the delivery phase, will be issued at the end of the service delivery. Payment is due within 30 days.

4.2 Cancellation Rules and Charges for Executive Recruitment

All cancellations must be made in writing to WME to info@wmemployers.org.uk

WME's lead officer will agree an appropriate cancellation fee with the customer taking account of the reason for cancellation and costs incurred or committed at the point at which the service is cancelled. The cancellation fee will include all costs incurred by WME, its consultants or search partners for services delivered up to the date of cancellation.

5. SPECIFIC TERMS AND CONDITIONS FOR COACHING AND 360 REVIEW SERVICES

5.1 Coaching Booking Process, Invoicing and Payment

- WME will invite the client to select a coach and conduct an initial discussion to agree the requirements of the coaching engagement.
- The client and coach will complete a Coaching Contract that will include the agreed number of sessions, frequency, and location as well as any additional services. This will be provided to WME to administer the service.

WME will issue an invoice at the conclusion of service delivery based on the actual number of sessions delivered. Payment is due within 30 days.

5.2 Coaching Cancellation and Conflict

Cancellation:

Cancellation of a coaching session should be made as early as possible and directly between coach and client with at least 10 working days' notice by either party. Should the client cancel in less than 10 working days the coach may charge for any costs incurred.

If the cancellation is due to unavoidable or extenuating circumstances, such as bereavement, illness or accident no costs will be incurred.

Conflict:

Where a disagreement, dispute or conflict arises between coach and client, the client should notify WME in writing within 10 working days of the session/incident.

Conflict will be dealt with in line with the WME complaints procedure and the coaching contract will be suspended until the issue is resolved and the outcome communicated to all parties in writing.

5.3 WM360 Cancellation and Reschedule

Cancellation:

- Review clients should provide WME with at least 10 working days' notice to cancel or reschedule a 360 review session.
- Cancellations made less than 10 working days before the review will incur a cancellation charge of 100% of the session fee.
- If the cancellation is due to unavoidable and extenuating circumstances, such as bereavement, illness or accident no costs will be incurred.

Reschedule:

- A customer may request to reschedule a review feedback session more than 4 weeks prior to the session date without incurring a cancellation charge.
- A request to reschedule a review feedback session less than 4 weeks before the session date will incur an administration fee of 20% of the booking value.

6. SPECIFIC TERMS AND CONDITIONS FOR 'ONLINE' SERVICE DELIVERY

6.1 Booking, invoicing and payment

As a response to Covid-19 WME now also delivers training and support services via virtual platforms such as via a webinar. The booking process, invoicing and payment terms will be as per the type of service being delivered (ie an inhouse session, training programme or coaching service) or as otherwise stated in any promotional material or booking forms.

6.2 Cancellation of an ONLINE event

All cancellations must be made in writing to info@wmemployers.org.uk and the following cancellation charges will apply:

Cancellation of an in-house ONLINE event:

- A customer may cancel or reschedule a booking for an in-house ONLINE event more than 7 working days prior to the event date without incurring a cancellation charge.
- Cancellation of a booking for an in-house ONLINE event within 4-6 working days of the event date will incur a cancellation charge of 50% of the fee for the ONLINE service.
- Cancellation of a booking for an in-house ONLINE event within 3 or less working days of the event will incur a cancellation charge of 100% of the fee for the ONLINE service.

Cancellation of a delegate booking for an ONLINE event:

- Cancellation of a booking within 20 working days or less prior to the event date - 100% of the fee is payable.

A replacement delegate may be nominated by the customer to avoid cancellation charges, but an amended booking form detailing delegate changes must be submitted to info@wmemployers.org.uk and will be subject to confirmation by return email prior to the event. An administration fee of 10% of the service value may be charged by WME to change a delegate within 4 weeks of the event.