



Terms and conditions

The following standard terms relate to assignments carried out by P4C Associates Ltd on behalf of Clients. Together with a Proposal, they form the basis of the contract between P4C Associates Ltd and the Client.

1. General

1.1 P4C Associates Ltd is a limited liability company whose address is 36 Station Hill, Brixham, Devon, England, TQ5 8BN, telephone number 07706712647, email fidgeons@talktalk.net

1.2 “Client” means the company, organisation, business, individual or any other person (legal or natural) purchasing or using the products or services owned by P4C Associates Ltd.

1.3 The contract between P4C Associates Ltd and the Client is governed by English law and the parties undertake to submit to the jurisdiction of the English Courts.

2. Intellectual Property Rights (IPR)

2.1 Products or services means all works already created by or for P4C Associates Ltd. Such products and services include but are not limited to exercises, tests, training materials, procedures, know-how, proposals, presentations and manuals, and including customized works, whether written or in the form of a video or software program or in any other medium, that can be purchased “Off-the-shelf”.

2.2 Intellectual property rights in all existing Off-the-shelf materials shall remain vested in P4C Associates Ltd. The Client’s rights to existing P4C Associates Ltd materials are strictly limited to a non-exclusive licence. The Client shall not reproduce or copy or vary or adapt the materials or a substantial part of them by any means or in any way whatever. Clients shall not publish or circulate any assessment materials outside of the Client’s organisation or for purposes not specified and agreed in writing between P4C Associates Ltd and the Client, or re-sell them to any third party.

2.3 Intellectual Property rights of any “Bespoke” Client Materials that are specifically developed or created for the Client will be vested in the Client, save that P4C Associates Ltd will retain ownership of any proprietary pre-existing Materials which become embedded in such Client Materials. The Client shall have a free and irrevocable licence to make use of any such Bespoke Materials for their own purposes subject to prior written agreement between P4C Associates Ltd and the Client and on the condition that P4C Associates Ltd invoices for related development and creative work have been paid in full.



3. Fees and Terms of Payment

3.1 All fees detailed in this Proposal are valid for 60 days from the date of submission.

3.2 P4C Associates Ltd invoices are submitted at least monthly in arrears unless agreed otherwise. Payment is due 30 days from date of invoice and P4C Associates Ltd reserves the right to charge interest at 3% over the prevailing Bank of England base lending rate on amounts outstanding beyond the payment due date. All additional fees and expenses that are incurred will be recharged at no additional cost to the Client.

3.3 Expenses for travel, accommodation, subsistence, materials printing, conference hire and any other items will be re-charged at cost to the Client at the rates set out in this Proposal and invoiced as per paragraph 3.2.

3.4 P4C Associates Ltd reserves the right to charges for cancellation before the commencement of an event or activity are made in accordance with the following notice periods:

Within 1 week : the full fee.

Within 1-2 weeks: 50% of the fee.

Within 2-4 weeks: 25% of the fee.

Over 4 weeks: no charge.

In addition, any non-recoverable expenses incurred by P4C Associates Ltd whilst organising the cancelled event or activity will be charged to the Client.

4. Disclosure

4.1 Neither party shall use or disclose to a third party any information concerning this contract or the business of the other party without the prior written consent of the other party, unless ordered to make such a disclosure by a competent court of law or other empowered tribunal or authority or unless otherwise required to do so by law. Each party will ensure its employees, sub-contractors and agents are bound by this clause, which shall not restrict the use of information lawfully in the public domain.

4.2 Where disclosure is ordered or required in pursuance of any obligations under the Freedom of Information Act 2000, the disclosing party shall inform the other party where such a disclosure has been ordered or is required.

4.3 Both parties shall at all times comply with the requirements of the Data Protection Act 1998.

5. Non-solicitation

5.1 The parties agree that during the term of the contract neither shall seek to recruit staff or personnel employed or otherwise engaged by the other party by any means other than by proper placement of advertisements in the normal course of the recruiting party's business. In the event that either party breaches



this condition, the defaulting party shall pay to the affected party all unavoidable and reasonable costs incurred by the affected party including but not limited to a sum equal to the gross salary of the employee or the consultant due under any relevant notice period.