

# escalla

## TERMS OF BUSINESS 2025

Escalla Limited

Trading as escalla

Date 27/11/2025

# Contents

|                                |  |
|--------------------------------|--|
| Executive Summary              |  |
| Terms and Conditions           |  |
| Schedule 1 – Statement of Work |  |

## Executive Summary

XXXX has engaged with Escalla Limited with the purpose of offering its services to deliver training and technical services.

**CONTRACT XX/XX/XX**

**BETWEEN**

“The Client” XXXX Limited a limited liability company registered in England and Wales under company number XXXXX whose registered office is at XXXXX

and

**Escalla Limited** (No. 08752180) (trading as escalla) whose registered office is at Angel Wharf, 170 Shepherdess Walk, London, N1 7JL “the Supplier”:

In consideration of the payment of the Contract Price (as defined in Schedule 1), the Supplier shall complete and deliver to The Client or as The Client may direct such services as The Client may order from time to time within the Contract Period in accordance with the Contract.

# Terms and Conditions

## 1. DEFINITIONS

**1.1** In this Contract, the following expressions shall, if used, have the meanings ascribed to them unless the context otherwise requires:

"Cancellation Period" cancellation of any piece of work as described in Schedule 1 must be given 10 days prior to delivery. If less than 10 days notice is given a charge equal to 100% of the agreed rate for that piece of work will be made.

"Commencement Date" XXXXX

"Contract" this Contract.

"Contract Period" two years from the Commencement Date subject to any extension in accordance with Condition 3.

"Contract Price" the total sum payable to the Supplier by The Client for the Services as set out in this Contract.

"Course" is an individual training course referred to in Schedule 1 and in their totality known as the Services. Additional Course or Courses may be added during the Contract period subject to clause 21

"Day" means any weekday other than a weekday that is a UK public or bank holiday

"Delegate" is an individual employed either by The Client or its customers booked to attend a Course.

"Delivery Days" is the duration in days of a Course or Training or technical Service delivered by Consulting Personnel.

"Design Information" any Information furnished by The Client concerning the purpose, design or delivery of Services.

"Event" An individual training instructor-led training module or course which is delivered and received synchronously at an agreed place and within a set time period.

"Foreground Information" all Information generated in the course of or arising from the performance of this Contract.

"Consulting Personnel" the Supplier's employees, associates, subcontractors and agents (and their employees, subcontractors and agents) engaged in the performance of this Contract.

"The Client commercial contact" Neil May

"The Clients operational contact" Neil May

"The Client Supplied Items" all items provided by The Client to the Supplier in connection with this Contract.

"Information" information whether written or oral or in any other form (including electronic form), including, but not limited to, the terms and conditions of this Agreement (including pricing), documentation, specifications, reports, data, notes, drawings, computer outputs and know-how, course materials and user documentation.

"Intellectual Property Right" any patent, registered design, copyright, design right, trademark, know-how, or any similar or analogous right exercisable in any part of the world including any applications for the registration of any patents, trademarks, registered designs or copyright or similar registrable rights in any part of the world.

“Invoice” the Supplier’s invoice submitted to The Client for the Services shown in the Invitation to Invoice no later than the last working day of the same month.

“Payment Period” Payment shall be made within 30 calendar days from receipt of a correctly submitted invoice, payment to be made by BACS.

“Services” the service or services or, where the context requires any of the services, to be provided to The Client under this Contract and listed in Schedule 1 as may be amended or updated as agreed between the parties from time to time

“Supplier’s Background Information” - Information owned or controlled by the Supplier prior to the Commencement Date other than Information developed in the course of the provision of the Services or pursuant to this Contract.

“Supplier’s Commercial Contact” – David Ferris

“Supplier’s Operational Contact” – Lou Mooney

“VAT” Value Added Tax in accordance with the Value Added Tax Act 1994.

## **2. DESCRIPTION OF SERVICES**

**2.1** The Services to be performed by the Supplier in accordance with this Contract are the supply of Consultancy, Training Learning Software, Technical or Management for the purpose of Organisation Change as set out in Schedule 1. The Services shall be provided on a call off basis at the request of The Client in accordance with this Contract.

**2.2** The Supplier acknowledges and agrees that The Client is purchasing the Services under this Contract to enable it to deliver services to customers of The Client and users of The Client’s services. Accordingly, if requested by The Client, the Supplier shall deliver Services to such customer or user personnel and at such customer, user or The Client premises as The Client may specify.

## **3. CONTRACT DURATION**

**3.1** This Contract shall endure for the Contract Period unless terminated earlier in accordance with its provisions. The Client shall have the right by giving not less than one month’s notice to the Supplier prior to the expiry of the Contract Period to extend this Contract on the same terms by a further period of one year.

**3.2** The Client shall have the right to terminate this Contract, without liability, at any time by giving the Supplier not less than one month’s notice in writing.

## **4. SUPPLY OF SERVICES**

**4.1** If any Consulting Personnel shall be prevented from performing the Services for any reason (including but not limited to illness (including long term illness), incapacity, unsatisfactory performance, holidays, training) then the Supplier shall provide The Client with a replacement who must be agreed by the Client and be of an equivalent expertise and experience to ensure that there is no disruption of delivery of the Services to The Client. The Client will provide reasonable assistance in inducting and familiarising any replacement personnel.

**4.2** The Client may cancel the provision of any Services on providing thirty days (30) days notice to the Supplier.

## **5. SUPPLIER UNDERTAKINGS**

**5.1** The Supplier warrants and undertakes to The Client that each Consulting Personnel shall:

(a) possess the appropriate skills, competence and experience to perform the Services to the standards and timescales stipulated by The Client and shall be available at such times as are agreed by the parties.

(b) provide and carry out the Services with reasonable skill and care and devote sufficient time and attention to the performance of the Services as may be necessary for the satisfactory performance of the Services;

(c) advise and assist The Client with respect to all aspects of the Services and comply with the reasonable requests of The Client with respect to the performance thereof;

(d) upon the commencement of the relevant Services execute a client confidentiality undertaking and assignment of Intellectual Property Rights in the form set out in 4 or such other form as may be required by The Client; and

(e) be advised of and comply with all site regulations and health and safety regulations prevailing at the places of work in all location(s) (including any customer site and health and safety regulations) during the provision of the Services. The Client shall upon request make available to the Supplier such regulations.

## **6. THE CLIENT OBLIGATIONS**

### **6.1** The Client shall:

(a) grant any appropriate Consulting Personnel such access to the location(s), offices, facilities and equipment as is reasonably necessary to facilitate the Consulting Personnel to carry out their obligations hereunder;

(b) provide any appropriate Consulting Personnel and the Supplier with all necessary available information and data in the form available and as may be reasonably required by the Consulting Personnel and the Supplier to perform the Services.

**6.2** The Client acknowledges that the Supplier and the Consulting Personnel shall determine the manner in which the Services are provided as long as they are provided in a manner which is consistent with this Contract and in accordance with the instructions of The Client. The Client shall notify the Supplier promptly if the Consulting Personnel's performance of the Services is unsatisfactory at any time. For the avoidance of doubt, The Client shall not be responsible for handling any disciplinary or grievance hearings brought by the Consulting Personnel, and any arrangements for absence from work should be notified by the Consulting Personnel to the Supplier.

## **7. PRICING**

**7.1** In consideration of the performance of the Services, The Client shall pay to the Supplier the Contract Price as set out in Schedule 1 in relation only to Services ordered by The Client and delivered by the Supplier.

**7.2** The Contract Price is fixed for the duration of the Contract as detailed in Schedule 1.

**7.3** The Contract Price excludes VAT but includes all royalties, licence fees or similar expenses arising from the use of any Intellectual Property Right and the supply and delivery of the Services unless otherwise stated in the Schedule 1.

## **8. PAYMENT AND INVOICING**

**8.1** Save in the event of a dispute the Client shall pay invoices submitted in accordance with this Condition within the Payment Period commencing on the date of receipt of a valid invoice. Payment of the appropriate amount of the Contract Price shall become due upon completion of each agreed provision of the Services in accordance with the provisions of this Contract or when the agreed Cancellation Period comes into effect, whichever be the earlier.

**8.2** When payment becomes due, the Supplier shall forward invoices to such address for the delivery of invoices as The Client may specify from time to time. Each invoice shall specify its date, any order number or other The Client reference; the full The Client description of the Services to which the invoice relates (as defined in this Contract). Invoices may be delivered electronically with the prior agreement of The Client and the Supplier shall use reasonable endeavours to enable it to deliver invoices electronically.

**8.3** The Supplier reserves the right to charge interest at the rate of 2% per month on all sums due to The Supplier the agreed Payment Period.

## **9. WARRANTY AND COMPLIANCE**

### **9.1** The Supplier warrants that

(a) it has the right to supply the Services and Information and will indemnify and hold harmless The Client against any claims, losses proceedings, damages or costs arising out of a claim that it is not so entitled;

(b) It shall provide skilled Consultants with appropriate experience to deliver the Services;

(c) it will perform and deliver the Services with all reasonable skill and care to appropriate professional standards as would reasonably be expected in the consultancy services industry;

(d) the Services will comply with the latest applicable issue of European and other international standards and any applicable Legislation;

## **10. THE CLIENT SUPPLIED ITEMS AND PROPERTY**

**10.1** All the Client Supplied Items shall remain the property of The Client. The Supplier shall and shall ensure that the Consulting Personnel use The Client Supplied Items solely for the purpose of performance of the Contract and shall return them to The Client upon completion or termination of this Contract or upon any earlier reasonable request by The Client. The Supplier shall keep The Client Supplied Items, and (before their delivery to The Client) any Services, items or things that are or have become The Client 's property ("The Client Property"), in safe custody and good condition, set aside and clearly marked as The Client Property. The Supplier shall be fully liable for any loss of or damage to The Client Supplied Items or The Client Property.

## **11. CONFIDENTIALITY**

**11.1** Subject to the Condition headed 'Intellectual Property', either party receiving Information ("the Recipient") from the other shall not without the other's prior written consent use such Information except for Contract purposes or disclose such Information to any person other than The Client personnel, relevant customer or user personnel or Consulting Personnel who have a need to know. The Recipient shall return documentation containing such Information to the other party when no longer required for such purposes.

**11.2** Paragraph 1 of this Condition shall not apply to Information that is:

(a) In the public domain except as a result of a breach of this Contract; or

(b) Lawfully known to the Recipient at the time of disclosure and is not subject to any obligations of confidentiality; or

(c) Lawfully disclosed to the Recipient by a third party without any obligations of confidentiality; or

(d) Replicated by development independently carried out by or for the Recipient by an employee or other person without access to or knowledge of the Information.

**11.3** The Supplier shall ensure that any Consulting Personnel or subcontractor is bound by substantially similar confidentiality terms to those in this Condition.

**11.4** In respect of all Information, the Supplier shall and shall ensure that the Consulting Personnel complies with all relevant provisions of the Data Protection Act 1998 and any The Client codes of practice appended to this Contract or notified to the Supplier and/or Consulting Personnel from time to time.

**11.5** The Supplier shall ensure the Information is not disclosed to or accessed by any Consulting Personnel not directly employed by the Supplier without having The Client's prior written consent and procuring that the relevant Consulting Personnel sign a confidentiality undertaking in the form set out in Schedule 2; and comply with The Client's reasonable requirements for the security of such Information. Where any Consulting Personnel may have access to Information owned or controlled by any client of The Client, the Supplier shall procure that the relevant Consulting Personnel sign a confidentiality undertaking in favour of such client in a form reasonably acceptable to The Client.

## **12. FORCE MAJEURE**

**12.1** Neither party shall be liable to the other party for any period where there is a delay or failure in the performance of this Contract directly caused by any event beyond its reasonable control ("the Force Majeure Period") provided such party shall have first given the other party written notice within seven days after becoming aware that such delay or failure was likely to occur.

**12.2** If the Supplier is so delayed and the Force Majeure Period exceeds 14 days, The Client shall have the option by written notice to the Supplier to terminate this Contract forthwith in whole or in part and have no liability for the whole or part so terminated.

**12.3** For the avoidance of doubt, the provisions of this Condition shall not affect any other rights, which The Client may have to terminate this Contract.

### **13. INTELLECTUAL PROPERTY**

**13.1** The Supplier shall exclusively own the Supplier's Background Information and all Intellectual Property Rights in it. The Supplier herein grants The Client and any delegates a non-exclusive, non-transferable licence to use the Supplier's Background Information (including any software) in relation to the Services.

### **14. TAX AND NATIONAL INSURANCE**

**14.1** The Supplier shall be responsible for making appropriate deductions for PAYE income tax and National Insurance contributions from the remuneration it pays its personnel (none of whom shall be deemed to be employees of The Client) and the Supplier agrees to indemnify The Client in respect of any claims that may be made by the relevant authorities against The Client in respect of tax demands or National.

Insurance or similar contributions relating to the Supplier's personnel or, where the Supplier is a partnership, relating to any partner in the Supplier.

### **15. TERMINATION**

**15.1** Either party may terminate this Contract at any time by notice in writing to the other,

(i) if the other: commits a material breach of the provisions of this Contract and a failure to remedy such breach within thirty (30) days of receiving written notice from the other party;

(ii) If the other ceases to carry on its business;

(iii) If the other party makes any assignment for the benefit of its creditors; or

### **16. INDEMNITY**

**16.1** Without prejudice to any other rights or remedies available to The Client, the Supplier shall indemnify The Client against all loss of or damage to any The Client property to the extent arising as a result of the negligence or wilful acts or omissions of the Supplier or Consulting Personnel in relation to the performance of this Contract and all claims and proceedings, damages, costs and expenses arising or incurred in respect of:

(a) death or personal injury of any Consulting Personnel in relation to the performance of this Contract, except to the extent caused by The Client's negligence; or,

(b) death or personal injury of any other person to the extent arising as a result of the negligence or wilful acts or omissions of the Supplier or Consulting Personnel in relation to the performance of this Contract; or,

## **17. LIMITATION OF LIABILITY**

**17.1** Subject to paragraph 3 of this Condition and except where expressly provided otherwise in this Contract, neither party shall be liable to the other under this Contract for any consequential loss or damage.

**17.2** Subject to paragraph 3 of this Condition, the liability of either party to the other under this Contract shall not exceed £1,000,000 per unrelated incident or the greater of £1,000,000 or the Contract Price in aggregate.

**17.3** Paragraphs 1 and 2 of this Condition shall not apply to loss or damage arising out of or in connection with:

- (a) Death or personal injury; or
- (b) The wilful failure of either party to perform its contractual obligations; or
- (c) Paragraph (a) and (b)) of the Condition headed "Indemnity"; or
- (d) The Client's obligation to pay the Contract Price; or
- (e) The Intellectual Property Indemnity in Clause 13.3.

## **18. INSURANCE**

**18.1** The Supplier shall at its own expense effect and maintain for the Contract Period such insurances as required by any applicable law and as appropriate in respect of its obligations under this Contract. Such insurances shall include third party liability insurance with an indemnity limit of not less than £1,000,000 for each and every claim. The Supplier shall notify The Client as soon as it is aware of any event occurring in relation to this Contract, which may give rise to an obligation to indemnify The Client under this Contract, or to a claim under any insurance required by this Contract.

## **19. CONTRACT CHANGE PROCEDURE**

**19.1** This Contract may only be varied by written agreement between each party's Commercial Contact.

## **20. NOTICES**

**20.1** Notices required under this Contract shall be in writing and shall be delivered by hand, post or e-mail to the Commercial Contact of the recipient and shall be deemed to be given, in the case of delivery by hand on the date of delivery, in the case of delivery by post on the second working day after posting and in the case of e-mail or facsimile on the next working day after the date of transmission.

**20.2** Notices shall be given to the address of the recipient set out at the head of this Contract.

## **21. ASSIGNMENT AND SUBCONTRACTING**

**21.1** The Supplier reserves the right to assign or subcontract the whole or any part of this Contract. This shall not affect the Supplier's liability under this Contract.

## **22. PERSONNEL**

**22.1** Neither party shall (and each party shall procure that no other company within its respective Group, its customer or business partners shall), solicit or approach in any way, any of the other party's employees or subcontractors connected with provision or receipt of the Services or managing the parties' relationship hereunder, with a view of offering such employees employment or to solicit services from them on their own account (whether for themselves or for another party) during the Term and for the period of 1 year after the termination of expiry of this Agreement.

**22.2** Save as provided under 22.3 below if any employee of a party to this Agreement leaves the employment of that party as a result of a breach by the other party of Clause 12.1 (above) (the "Poaching Party"), and thereafter (and always within a further period of 1 year ) that leaving employee commences employment with, or provides services to that Poaching Party (or third party as was "introduced" by that Poaching Party), that

Poaching Party shall pay (by way of liquidated damages, but in full and final settlement of any claim in connection herewith) the party losing or having lost their employee (and not being in breach), twenty thousand pounds (£20,000), applied at the date that they ceased to be an employee of the party not in breach. Such sum is hereby acknowledged by the parties to be a reasonable and genuine pre-estimate of the loss that will be suffered by the party not in breach, and reflects inter alia, the cost of recruiting and training a replacement employee.

## 23. GENERAL

**23.1** The invalidity or unenforceability for any reason of any provision of this Contract shall not prejudice or affect the validity or enforceability of its other provisions.

**23.2** No delay, neglect or forbearance by either party in enforcing any provision of this Contract shall be deemed to be a waiver or in any way prejudice any rights of that party.

**23.3** No waiver by either party shall be effective unless made in writing or constitute a waiver of rights in relation to any subsequent breach of this Contract.

**23.4** This Contract governs the relationship between the parties to the exclusion of any other terms and conditions and, together with any other documents referred to in this Contract, constitutes the entire agreement between the parties in relation to the subject matter hereof.

**23.5** This Contract is governed by English law and is subject to the non-exclusive jurisdiction of the English courts.

**23.6** The Supplier shall not be, nor shall in any way represent itself as, an agent of The Client and shall have no authority to enter into any obligation on behalf of The Client or to bind The Client in any way.

**23.7** No person who is not a party to this Contract (including any employee, officer, agent, representative or sub-contractor of either party) shall have a right to enforce any term of this Contract by virtue of Section 1 of the Contracts (Rights of Third Parties) Act 1999 without the express prior agreement in writing of the parties which agreement must refer to this Condition 23.7 and the parties may, notwithstanding section 2(1) of the Contracts

(Rights of Third Parties) Act 1999, vary or cancel this Contract by agreement between them without requiring the consent of any such third party.

**23.8** The provisions of the Conditions with the following headings shall survive the termination or expiry of this Contract in addition to those provisions relating to intellectual property and those which by their content or nature will so survive:

The Client Supplied Items and Property, Confidentiality, Indemnity, Limitation of Liability and Intellectual Property.

|                                |                                |
|--------------------------------|--------------------------------|
| Authorised<br>Signature: _____ | Authorised<br>Signature: _____ |
| Print Name: _____              | Print Name: _____              |
| Print Title: _____             | Print Title: <u>Director</u>   |
| Date: _____                    | Date: _____                    |

## SCHEDULE 1

### Work Statement

This Work Statement Number **01**, effective XXXXXX, is for the provision of Consulting Services entered into by and between **ESCALLA** ("SUPPLIER") and **XXXX**. The Agreement is hereby supplemented as follows:

#### 1. PERIOD OF PERFORMANCE

The period of performance of this Work Statement shall commence on 01/07/21 and will continue until further notice from either party

#### 2. DESCRIPTION OF SERVICES

#### 3. SUMMARY OF RATES

#### 4. EXPENSES

|                                                                   |  |
|-------------------------------------------------------------------|--|
| Description                                                       |  |
| Travel                                                            |  |
| Accommodation                                                     |  |
| Train/Air Travel standard class for journeys of less than 3 hours |  |
| Train/Air Travel business class for journeys of more than 3 hours |  |
| Equipment                                                         |  |
| Subsistence                                                       |  |

#### 5. CANCELLATION POLICY

#### 6. SUPPLIER AGREEMENT

Agreed and Accepted:  
Client

Agreed and Accepted:  
Escalla Limited

Authorised  
Signature: \_\_\_\_\_

Authorised  
Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_