

Terms of Business for the Provision of Outplacement & Career Transition services

1. DEFINITIONS:

1.1. In these Terms of Business the following definitions apply:

“Company” means The Rialto Consultancy Limited of Central Court, 25 Southampton Buildings, London, WC2A 1AL

“Client” means any third party person or firm who agrees to accept or purchase services from the Company in accordance with these Terms of Business

“Services” means the services which the Company is to supply to the Client

“Terms” means the Terms of Business set out in this document as well as any additional terms agreed separately between the Company and the Client in writing

1.2. The headings in these Terms of Business are for reference purposes only and shall not affect the meaning or interpretation of these Terms in any way

2. BASIS OF SUPPLY

2.1. The Company shall supply and the Client shall purchase the Services in accordance with any written quotation of the Company which is accepted by the Client

2.2. Any instruction or order placed by the Client to a member of the Company shall constitute an offer to contract upon these express Terms and no addition or variation, whether contained in the Client’s order or otherwise shall apply unless expressly agreed in writing by the Company

2.3. The Client will provide the Company with the appropriate purchase order & invoicing procedures upon acceptance of these Terms or upon instruction to provide the Services

2.4. All Services must be used within twelve months of purchase unless agreed and extended in writing by a Director of the Company

3. FEES

3.1. The fees quoted are net of Value Added Tax (VAT) which the Client shall be liable to pay to the Company

3.2. The fees for the Services shall be the Company’s quoted fee or where no fee has been quoted, the Company’s current list price shall apply

3.3. All fees are valid for 90 days from the date of the quotation after which time they may be altered by the Company

4. CANCELLATION

4.1. The following cancellation charges apply to 1:1 Services:

Cancellation period	Fee payable
Before programme commencement	0%
Within one week of programme commencement	25%
Within two weeks of programme commencement	50%
Within one month of programme commencement	100%

4.2. The following cancellation charges apply to group & on-site Services:

Cancellation period	Fee payable
Within two weeks	50%
Within one week	100%

5. REFUND GUARANTEES

5.1. Where Services are purchased from the Company at list price, if any individual is unsatisfied with the delivery of the support provided, after actions have been taken to improve satisfaction, the Company will refund the Client the appropriate proportion of the fee

5.2. Where Services are purchased from the Company at a discounted price, if any individual receiving support is unsatisfied with the delivery of the support after actions have been taken to improve satisfaction, the Company will credit the Client the appropriate proportion of the fee to use on alternative Company support Services, within a 12 month period

5.3. Where an individual has commenced a programme to receive Rialto Services and resettles outside the cancellation period, no refund will apply

6. PAYMENT TERMS

6.1. The Client agrees to make full payment to the Company within 7 days of the invoice date or before programme commencement, whichever is the soonest, unless otherwise agreed in writing

6.2. 1:1 programmes and consultancy Services are invoiced prior to programme commencement, upon an initial meeting being agreed.

6.3. Group & on-site Services are invoiced at the end of each calendar month for the support delivered within that calendar month including cancellation charges

6.4. The Company reserve the right to charge statutory interest on any overdue amounts at the rate of 8% per annum above the base rate from time to time of Royal Bank of Scotland from the due date until the date of payment

6.5. If the client fails to make payment within 21 days of the due date the Company reserve the right to suspend the supply of Services until payment is made

7. LIABILITY

7.1. The Company shall not be liable under any circumstances for any loss, grievance, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the delivery of Services by the Company.

8. RESTRAINT OF TRADE

8.1. The Client shall not contract with any of the Company’s consultants to provide any Services other than through the Company

9. LAW

9.1. These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales