

Boardroom Matters Limited, Terms and Conditions 2024

General

All work undertaken by Boardroom Matters Limited, (hereafter referred to as Boardroom) is transacted subject to the terms and conditions set out below. Consultancy is defined as: training, legal support, data protection, management consultancy and all other services that Boardroom will from time to time provide. In the event of conflicting terms between those of its client and its own, Boardroom's terms will take precedence, unless Boardroom's managing director confirms otherwise in writing.

Payment

Retained contractual work will be immediately invoiced on commencement and the client will then be re-invoiced thereafter on approximately the same date each subsequent month. Projects such as non-retained legal work, non-executive director work, data protection support and ad hoc support will be invoiced on completion, or at the end of each month for part work completed during that month. Where substantial expenditure is required for development work, etc, 50% pre-payment is required before work can commence. New clients are required to complete a New Client Registration form. Credit terms are strictly 30 days and take effect from the date of invoice. Boardroom reserves the right to charge interest at current Barclays base rate plus 2% for each overdue complete month, or pro-rata per part month and any recovery costs.

Charges

The client agrees to pay a fee as set out in the proposal, letter or plan. A daily rate is defined as nine am to five pm with one hour for lunch. The Client is also responsible for all out-of-pocket expenses unavoidably incurred by Boardroom, including telephone calls, parking and travelling (RAC rate). All expenses will be itemised on the invoice and no major expenditure will be incurred without prior discussion.

Contractual Obligations

Boardroom will prepare and agree with its client a plan of action before commencing any project. For small scale proposals, a letter or email may be sent outlining the main objectives of the consultancy and the number of days agreed. Clients are free to modify or change the specifications prior to work starting, providing Boardroom confirms acceptance of the changes in writing. Once expenditure has been incurred by Boardroom, contractual modifications will not be accepted unless the client reimburses Boardroom for expenses already generated and our agreement has been confirmed in writing and signed by the managing director. Boardroom reserves the right to accept verbal instructions from a client or potential client as an acceptance of contract.

Consequential Loss or Damage

Boardroom shall not be liable for lost profits or revenue, the return of any money paid for services, any loss of equipment, software or data, or the recreation of that data arising from work undertaken by Boardroom.

Project Management & Complaints

Boardroom shall attempt where practical to use one consultant per assignment, however we reserve the right to utilise the best possible expertise and this may result in dual or triple consultants working on a particular project. Complaints or official documents must always be addressed to the managing director and sent in writing and/or by email. In the unlikely event of a dispute Boardroom will endeavour to resolve the problem ASAP, normally within 14 days.

Contract Renewal

For clients who have engaged Boardroom on a monthly retainer fee the contract is automatically renewed on a rolling three-month contract, on the expiry date unless the Client has signified otherwise, in writing, six weeks before the expiry date. Rolling contracts will automatically increase every 12 months by the rate of wage or retail inflation, whichever is highest.

Insurance

The Client undertakes to indemnify Boardroom at all times in respect of accidents or injuries occurring at the client's premises, in so far as the law permits. Clients must hold a valid occupiers' liability insurance policy, which covers any Boardroom employee or contractor who may need to be temporarily based or working from said premises.

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Confidentiality

All information including data, financial figures, verbal statements, written reports and related material given to and or by Boardroom in pursuit of consultancy or other services, will be held in confidence and not divulged to any third party without authorisation, unless the information is already in the public domain.

Copyright

The Client agrees to indemnify Boardroom from any claims arising from the wrongful use of logos, trademarks and other items including text, images and pictures that have been given by the Client to Boardroom for the completion of projects and/or consultancy. The copyright of text, training courses, consultants' reports and any other items composed, written, designed or created does not pass to the client until payment for the work has been made. In the event of non-payment beyond Boardroom credit terms, Boardroom shall have the right to withdraw its services and disable in so far as possible the work completed, pending payment.

Recruitment of Personnel

It is agreed that the Client will not directly or indirectly hire, employ, retain or use as an independent contractor or agent, any Boardroom employee, former employee, or independent contractor without the written approval of Boardroom's Managing Director. This clause will remain binding for a period of not less than twelve months after the client has ceased trading with Boardroom. This clause will cease to apply after any such person has been out of Boardroom's employment or contract for a period of not less than six months.

Telephone Calls

Telephone calls may be recorded for staff training, brief taking and when required for contractual or security purposes.

Data Protection

The client warrants that any personal data it provides Boardroom is UK GDPR compliant. The client further agrees to indemnify Boardroom in full from any claims arising from the said data. This includes but is not limited to meeting in full all legal costs, ICO fines, criminal, class actions and civil damages in so far as legally possible, that may arise from a legal challenge caused by data breaches, unauthorised use and/or other legal related issues, where Boardroom has followed the client's instructions.

Where the consultancy involves GDPR work, the client acknowledges that providing accurate data protection compliance is dependent on numerous variables including the Client's full disclosure, implementation of appropriate security measures, staff training and formal data protection policies.

Whilst every effort will be made by Boardroom to make the Client GDPR compliant, under no circumstances shall Boardroom or its employees including directors be liable for damages including consequential losses arising from any third-party claims, ICO fines or other unspecified claims, where Boardroom has followed the client's instructions.

English Law

These conditions and any contracts between the parties shall be constructed and applied in accordance with the law of England and the English Courts shall have sole jurisdiction in any dispute relating thereto.

Boardroom Matters Limited
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All prices quoted are plus VAT. VAT registration number: 461 2718 02
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