

Terms and Conditions of Business

- A. “**emqc Ltd**” shall mean emqc Ltd of 15, St Christopher Way, Pride Park, Derby, DE24 8JY.
- B. “**The Client**” shall mean the other party to this Agreement who acknowledges that they have had the opportunity of reading this Agreement and has agreed to be bound by its terms.

Recital

- 1) emqc Ltd is engaged in business support and development services for Clients wishing to improve their business.
- 2) The Client has requested service/s from emqc Ltd and has asked emqc Ltd upon the following terms to engage an associate to deliver the service/s.

1. Interpretation

“**SERVICES**” means a service/s the Client has agreed emqc Ltd to provide for example, assessment, advice, workshops.

“**ASSOCIATE**” means either a suitably qualified individual who have been contracted by emqc Ltd to deliver the service/s.

2. Obligations of emqc Ltd

emqc Ltd will provide the following service/s;

- 2.1.1 Maintain effective communication with the Client through the nominated contact.
- 2.1.2 Appoint the Associate having regard to the Client’s requirements with a view to ensuring that the Client and Associate are well matched.
- 2.1.3 If at any time there is a dispute that arises between the Client and the Associate then emqc Ltd will endeavour to resolve that dispute and failing resolution will take steps to locate another suitable Associate as quickly as possible.
- 2.1.4 To provide support to both the Client and the Associate throughout the delivery of the service/s and in particular to respond in such a way as emqc Ltd may feel appropriate to any requests arising out of the service/s plan agreed with the Associate.
- 2.1.5 To provide quality assurance.
- 2.1.6 Notify the Client in writing in advance of any change to the daily fee rate.
- 2.1.7 Provide the Client with information regarding the process e.g. the fees to deliver the service/s.
- 2.1.8 Assist the Client in identifying areas for improvement.
- 2.1.9 Act in a professional and courteous manner.
- 2.1.10 To deploy only suitably qualified personnel.
- 2.1.11 The Client is advised that under no circumstances can an Associate be appointed for an assessment in circumstances where the particular Associate has been responsible for advising the Client. The Client hereby accepts that if the Client seeks the help of an Associate independently or via emqc Ltd, emqc Ltd will not allow that Associate to undertake an assessment and a new Associate will be appointed.
- 2.1.12 In the event of any delay occurring in the delivery of service/s emqc Ltd will consult with the Client and where that delay appears to be unreasonable and in any event, exceeds 72 hours in duration emqc Ltd will use its reasonable endeavours to appoint a new Associate to deliver the service/s.
- 2.1.13 emqc Ltd agrees to maintain as confidential, and not to use or disclose to any third party, any information derived from the Client in connection with the delivered service/s without the consent of the Client, except to the extent that it is reasonably necessary to enable the Associate to carry out the service/s in accordance with the terms of this Agreement. Such obligations shall continue in full force and effect throughout the term of the Agreement. This restriction does not apply to such information which is or shall lawfully become part of the public domain.
- 2.1.14 emqc Ltd reserves the right to undertake a credit check on Clients prior to delivering any service/s. If this check raises any concerns emqc Ltd reserves the right to request payment for service/s in advance, however emqc Ltd will contact the Client to agree a suitable and effective way forward.

Prior to the visit the Associate will;

- 2.2.1 Contact the Client to agree actual date(s) for the service/s to be provided
- 2.2.2 Request any relevant documentation from the Client.
- 2.2.3 Prepare and plan for the deliver of the service/s.
- 2.2.4 Provide guidance to the Client in advance of the agreed dates, e.g. the selection of people for interview.

During the visit the Associate will;

- 2.3.1 Minimise the disruption caused to the Client by the delivery of the service/s.
- 2.3.2 Deliver the service/s in a professional, unbiased and effective way.
- 2.3.3 Provide the Client with feedback and the opportunity to feedback to them.

Following the visit the Associate will;

- 2.3.1 Where appropriate develop a clear and accurate report of any findings.
- 2.3.2 Where appropriate provide the Client with verbal feedback on any findings.
- 2.3.3 Where appropriate arrange for the relevant Awarding Body panel to consider the report.

3. Client’s Obligations

The Client agrees to the following requirements;

- 3.1.1 Comply with reasonable requests for information from emqc Ltd.
- 3.1.2 Inform emqc Ltd of any significant Client, staff or senior management changes where appropriate.
- 3.1.3 Identify a member of staff to be the contact person for emqc Ltd through whom all information can be channelled.

Prior to the visit;

- 3.1.4 Where appropriate provide emqc Ltd with information which identifies Client changes.
- 3.1.5 Provide any documents emqc Ltd may require.
- 3.1.6 Confirm dates for the delivery of service/s and make every endeavour to ensure that staff are available.

During the visit;

- 3.1.7 Provide the Associate with facilities appropriate for delivering the service/s.
- 3.1.8 Provide the Associate with access to both information and areas as appropriate to the service/s being delivered.
- 3.1.9 Accommodate any reasonable requests to change or extend the service/s plan.

Following the Visit;

- 3.1.10 Agree to address any highlighted action within specified timescales.
 - 3.1.11 Abide by any relevant conditions of accreditation, recognition and/or certification.
 - 3.1.12 Assist in any quality surveys undertaken by emqc Ltd to establish the level of service given either by emqc Ltd or the Associate.
- 3.2 The Client shall advise the Associate of the rules and regulations which are then in force for the conduct of visitors at their premises.

3.3 The Client shall pay the charges of emqc Ltd in respect of the service/s by the due date on the invoice. emqc Ltd reserves the right to raise interim invoices for its service/s at each appropriate stage.

4. Termination

4.1 emqc Ltd shall not be required to fulfil its duties and obligations under this Agreement if emqc Ltd is prevented from fulfilling its duties and obligations by any acts or omissions of the Client.

4.2.1 emqc Ltd shall have the right to terminate this Agreement if, having raised an interim invoice for its service/s, the invoice remains unpaid for 30 days hereafter.

4.2.2 Without prejudice to any other rights of emqc Ltd if the Client fails to pay the invoice price by the due date the Client shall pay interest on any overdue amount from the date on which payment was due to that on which it is made (whether before or after judgement) on a daily basis at a rate of 4 per cent per annum over the base rate from time to time quoted by Barclays Bank Plc and reimburse to emqc Ltd all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

4.3 Either party may terminate this Agreement immediately by written notice in the event of a breach of its terms by the other party.

4.4 The Client is hereby advised that emqc Ltd has a Cancellation Policy which can be accessed in full via emqc Ltd's website or through contacting emqc Ltd directly.

5. Liability

5.1 The Client is specifically advised that where the Associate is independent of emqc Ltd, emqc Ltd can accept no liability of any kind for the acts or omissions of the Associate save where such liability arises directly as a result of emqc Ltd's own negligence.

5.2 emqc Ltd shall not be liable for any failure in the performance of any of its obligations under this Agreement caused by factors outside of its control.

6. Governing Law

6.1 The validity construction and performance of this Agreement shall be governed by English Law.

7. Entire Agreement

7.1 This Agreement embodies and sets forth the entire Agreement and understanding of the parties and supersedes all prior oral or written Agreements understandings or arrangements relating to the subject matter of this Agreement.

8. Notice

8.1 Any notice to be given under this Agreement shall be in writing and shall be deemed to have been duly given if left at or sent by first class post, registered post, telex facsimile or other electronic media to a party at the address or relevant telecommunications number for such party or such other address as the party may from time to time designate by written notice to the other.

8.2 Any notice or other document shall be deemed to have been received by the addressee two working days following the date of despatch of the notice or other document by post or, where the notice or other document is sent by hand or is given by telex facsimile or other electronic media simultaneously with the delivery or transmission.