Terms of Business

Parties

This agreement is between Iterum Ltd, trading as psychsafety.com, a company registered in England and Wales (Company Number 13650928, VAT registration number: GB431963491, Registered with the ICO: ZB306682), whose registered address is 10 College Road, Beeston, Nottingham, NG9 4AS, United Kingdom ("Consultant") and the client ("Client").

Scope of Services

The Consultant agrees to provide consultancy and training services as described in the individual Statement of Work (SOW), Contract, or Agreement signed by both parties. Any changes to the SOW, Contract, or Agreement must be agreed upon in writing by both parties.

Payment Terms

Standard Payment: Invoices are due and payable in full within 30 days from the invoice date.
Deposit for Overseas Travel: To secure overseas travel, a non-refundable deposit of 25% of the total fee (subject to a minimum deposit of £1000) is required at the time of booking.
Advance Booking: A non-refundable deposit of 20% of the total estimated fee is required to secure multiple dates booked in advance by the Client.
Cancellation Fees:
If the Client cancels an engagement with less than 14 days' notice, the full fee is payable. If the Client cancels with 14 or more but less than 42 days' notice, 50% of the fee is payable. If an engagement is cancelled with at least 42 days, but less than 90 days notice, Iterum Ltd reserves the right to invoice a fee to cover the costs associated with planning, preparation, booking travel and other costs, and the impact on the business as a result of holding and ringfencing the delivery date(s) in the diary. Such fee will not exceed 25% of the agreed fee.
Rescheduling:
Clients may postpone or reschedule an engagement with a minimum of 42 days' notice without incurring additional charges. However, a new deposit may be required to secure any rescheduled dates. If the notice period for the rescheduled engagement is less than 14 days, we reserve the right to charge the full fee agreed. Where an engagement is rescheduled with 14 days' or more but less than 42 days' notice, the Consultant reserves the right to charge 25% of the agreed fee.
If the Client requires more than one reschedule for the same engagement, Iterum Ltd reserves the right to charge 50% of the agreed fee for that engagement.
Late Payment: Late payments will incur interest at 8% above the Bank of England base rate from the date payment was due until payment is received, together with the fixed compensation sums and reasonable recovery costs provided for under the Late Payment of Commercial Debts (Interest) Act 1998. The Consultant reserves the right to suspend all services if payment is not received within 30 days of the invoice date, without liability.
Late payment of travel costs: Where travel costs are invoiced separately, payment is due by the date specified on the invoice. The Consultant reserves the right to re-invoice travel costs at a new rate if payment is not received by the due date, reflecting any increases in the

cost of travel (including but not limited to flights, accommodation, and ground transport) incurred as a result of the delay.
Reduction in Scope: Any reduction in the scope of a planned engagement (including but not limited to a reduction in duration, number of sessions, participants, or deliverables) constitutes a material change to the agreement. A reduction in scope does not negate or reduce any cancellation fees applicable under this agreement. Where a Client reduces scope with insufficient notice (as per cancellation terms), the original cancellation policy applies to the difference in value between the original and revised engagement.
Procurement Process: The Consultant reserves the right to invoice the Client for time and expenses incurred if the procurement process exceeds one hour of the Consultant's time.
Partner Reseller Margin: Where services are procured through, or routed via, a third-party partner or reseller — whether at the outset or where a Client introduces a reseller after an initial quotation — a margin of 5% will be added to the fee to cover the additional administration involved. This margin, if applicable, will be confirmed in writing once the reseller arrangement is known and before the engagement is confirmed. Any discount, rebate, or margin sought by the reseller for their own benefit is a separate matter from this 5% and is not granted as standard. The Consultant will only consider such a request at its sole discretion and where there is a clear commercial justification, and any agreed discount must be confirmed in writing before the engagement is confirmed.

Open Enrolment Workshops and Digital Products

The following terms apply to open enrolment (public) workshops and downloadable digital products (including but not limited to guides, toolkits, and templates) purchased from psychsafety.com.

Refunds — Workshops: Bookings are non-refundable. Where a delegate is unable to attend, a substitute delegate may be nominated at any time prior to the event at no additional charge, and attendance may be postponed to future sessions (see '**Delegate Reschedules**' below). In exceptional circumstances, refund requests may be considered at the sole discretion of the Consultant.

Refunds — Digital Downloads: Due to the nature of digital products, all sales are final and no refunds will be issued once a download has been accessed or delivered. If you believe there is a fault or error with a product, please contact us and we will endeavour to resolve the issue.

Postponements and Reschedules — Open Enrolment Workshops: Where the Consultant postpones or cancels an open enrolment event, registered delegates will be offered a transfer to the next available equivalent event or a full refund of the booking fee. The Consultant accepts no liability for any consequential costs incurred by delegates.

Delegate Reschedules: A delegate booking may be transferred to a future event on one occasion without charge, provided at least 14 days' notice is given before the event date. Transfers requested with fewer than 14 days' notice, or second and subsequent transfers, may be subject to an administration fee of up to 25% of the booking fee. No transfer will be carried over beyond 12 months from the original booking date.

Confidentiality

Both parties agree to maintain the confidentiality of all proprietary and sensitive information obtained during the execution of this agreement, both during the term of this agreement and thereafter.

Data Protection

Both parties shall comply with their respective obligations under the UK General Data Protection Regulation and the Data Protection Act 2018. Where the Consultant processes personal data on behalf of the Client (for example, participant details provided to deliver an engagement), the Consultant acts as processor and the Client as controller, and the Consultant shall process such data only on the Client's documented instructions, keep it secure, and not retain it for longer than necessary for the engagement. Otherwise, each party acts as an independent controller for the personal data it determines the purposes and means of processing. The parties shall enter into a separate data processing agreement where one is required.

Intellectual Property

- **Background IP**: All intellectual property owned by or licensed to the Consultant prior to, or independently of, the engagement — including the Consultant's methodologies, frameworks, models, templates, and training materials — remains the sole property of the Consultant at all times.
- **Engagement IP**: All intellectual property created by the Consultant in the course of the engagement remains the property of the Consultant, unless otherwise agreed in writing.
- **Licence to the Client**: On full payment of all fees due, the Consultant grants the Client a non-exclusive, non-transferable, royalty-free licence to use the materials provided as part of the engagement for the Client's internal business purposes only. This licence does not permit the Client to copy, resell, sub-licence, distribute externally, create derivative works from the materials, or use them to deliver training to third parties, without the Consultant's prior written consent.

Warranties and Professional Standards

The Consultant warrants that services will be delivered with reasonable skill, care, and diligence, and in accordance with generally accepted professional standards. The Consultant will endeavour to ensure that all materials and content provided are accurate and fit for purpose at the time of delivery.

The Client warrants that it will provide accurate, complete, and timely information reasonably required by the Consultant to perform the services, ensure that a suitable environment is available for delivery (including appropriate venue, technology, and access to participants where applicable), and that it has the authority to enter into this agreement. The Consultant shall not be liable for any failure in delivery arising directly from the Client's failure to meet these obligations.

Recording and Photography

No participant, delegate, or Client representative may record (including using AI tools to summarise), film, or photograph any session delivered by the Consultant — whether in person or online — without prior written consent from the Consultant. Where consent is granted, any recording is for the Client's internal use only and may not be shared publicly, reproduced, or used for commercial purposes without further written agreement.

The Consultant reserves the right to take photographs or record sessions for the purposes of professional development, quality assurance, or marketing, subject to the consent of identifiable individuals. The Consultant will not publish images or recordings in which individuals are identifiable without their explicit prior consent. Testimonials or feedback provided by the Client or delegates may be used by the Consultant for marketing purposes unless the Client requests otherwise in writing.

Limitation of Liability

Nothing in this agreement shall limit or exclude the Consultant's liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be lawfully limited or excluded. Subject to the above, the Consultant's liability for any direct damages shall be limited to the total fees paid by the Client under the agreement. The Consultant shall not be liable for any consequential, indirect, or special damages.

Force Majeure

For the purposes of this agreement, a "Force Majeure event" means any event beyond the reasonable control of the affected party, including but not limited to acts of God, fire, flood, severe weather, epidemic or pandemic, war, terrorism, civil unrest, strikes or industrial action, failure of utilities or transport networks, and government restrictions. Where a Force Majeure event affects the Consultant's ability to deliver a scheduled engagement, the Consultant will notify the Client as soon as reasonably practicable and will endeavour to agree a rescheduled date. In such circumstances, no cancellation fees will be payable by either party. Where non-recoverable costs (such as pre-booked travel or accommodation) have been incurred by either party, both parties agree to act in good faith to find an equitable resolution, which may include cost-sharing, rebooking, or other reasonable arrangement. Neither party shall be obligated to compensate the other for losses that could reasonably have been mitigated or insured against.

Governing Law

This agreement is governed by the laws of England and Wales, and both parties submit to the exclusive jurisdiction of the courts of England and Wales.

Amendments

This agreement may only be amended in writing and signed by both parties.

Severance

If any provision of this agreement is found to be invalid, unlawful, or unenforceable, that provision shall be modified to the minimum extent necessary to make it valid, or if that is not possible, severed. The remaining provisions shall continue in full force and effect.

Acceptance of Terms

Formal signature of this agreement is not required for these terms to take effect. By engaging the Consultant in any capacity — including but not limited to verbal confirmation, written instruction, payment of a deposit, or commencement of services — the Client is deemed to have read, understood, and accepted these Terms of Business in full. Where a separate Statement of Work, contract, or proposal is issued and accepted by the Client, these Terms of Business shall apply to that engagement unless explicitly superseded in writing by both parties.

Order of Precedence

Where the Consultant issues a Commercial Offer, proposal, Statement of Work, or quotation that is accepted by the Client, that document together with these Terms of Business shall govern the engagement. In the event of any conflict, the following order of precedence applies: (1) the accepted Commercial Offer, proposal, or Statement of Work; (2) these Terms of Business; (3) any other document. These Terms and the applicable Commercial Offer take precedence over any purchase order, supplier portal terms, or standard terms and conditions issued by the Client, and no such Client terms shall apply unless expressly agreed in writing by the Consultant — even where the Consultant signs, acknowledges, or acts upon a Client document containing them.

Entire Agreement

This agreement, together with any accepted Commercial Offer, proposal, or Statement of Work, constitutes the entire agreement between the parties and supersedes all previous agreements and understandings between the parties.

Client Name: _____

Signature: _____ Date: _____

Iterum Ltd Representative: _____

Signature: _____ Date: _____