

Joan
Pettingill

Terms & Conditions

Introduction

This document contains the standard terms and conditions of business of Joan Pettingill Consulting Limited trading as Pettingill Consulting and Joan Pettingill. It should be read in conjunction with our Enrolment letter which gives information about the work we will be doing, who will do the work, the scope of the work and the basis of our fees. Where these terms differ from our Enrolment letter then these Terms & Conditions will take precedence. If any aspect of our engagement with you is unclear, please ask for clarification.

Our goals

We are committed to providing our clients with an efficient, effective and friendly service. In order to achieve this we believe it is important to agree in advance the nature of our relationship with you. Please read this document before engaging us.

Professional rules and practice guidelines

We are a consulting business and will observe the standards of relevant professional bodies.

Where human resources or coaching services are required, we will observe the professional standards of the relevant professional body whether that is C.I.P.D for human resources advice or the EMCC or ICF for coaching services.

If legal advice is required, this may be delivered out through the appropriate legal partner for that work. We do not provide legal advice. You will be sent a separate client care letter and terms of business by the relevant law firm if legal advice better suits your requirements and we will discuss that with you first if that is the case.

Before we start

Our contract with you is for HR, learning and development, and executive coaching and consulting services as the context requires. We will state which aspect of our services you are engaging us for in our Enrolment letter. Please note that our engaging with you is conditional on you agreeing to any i.d. or other checks we may decide it is necessary to carry out before we proceed.

Our responsibilities

Whilst you are enrolled with us as a client we will review the situation we are consulting with you on regularly and advise you of any changes to circumstances which we consider may affect the outcomes of that.

Your responsibilities

So we can carry out our work it is necessary that:

i) You make requested payments on account;
ii) You pay bills or instalment payments for retainers on time;
iii) You provide us with the full information we need in order to carry out the work for you;
iv) You provide us with approval to engage with appropriate third parties on your behalf and you confirm this to us in writing beforehand. We will not accept instructions from a third party without your prior written authorisation;
v) We rely on information and documents received from you being correct and won't check the authenticity of them;
vi) You provide us with information in a timely and clear manner when we request it;
vii) You keep us informed of material changes in your circumstances;
viii) You safeguard documents that may be relevant to the matter we are assisting you with;
ix) You obtain the prior written consent of any data subject (i.e. one of your employees) to allow you to provide us with any special category data about them before providing us with any such data.

Service levels

At the start of our engagement we will discuss with you what you wish to achieve and what is required in our view to achieve it. We will inform you of any material developments, delays or deviations that we become aware of and will be guided by you as to the extent to which you wish us to report to you. We do not accept any responsibility for you failing to reply to us completely or accurately nor for any delay on your part nor, in the case of coaching services, for the level of your commitment to any coaching process or its outcomes.

Our normal business hours are 9am – 5pm Monday to Friday unless specific arrangements are made with you outside of these hours on a matter by matter basis.

Personnel

We will discuss with you whether any aspect of the service is to be provided by any party other than Joan Pettingill Consulting Limited.

Statement of Equality

We operate an equality policy. We do not discriminate against any person on grounds of any protected characteristic. We strive to be open and inclusive. A copy of our equality policy is available on request.

Our standards

Subject to legal requirements we will keep your affairs confidential. If we suspect any element of criminality, money laundering or behaviours that go against our ethics of acting lawfully, inclusively and in good faith then we reserve the right to terminate the retainer and / or inform the appropriate authorities and / or regulatory bodies without reference to you.

Fees

We will provide a fee estimate or details of whether our fees are fixed and the work the fees relate to usually in our Enrolment letter and where there may be material changes during the matter. We have no control over some circumstances but are often happy to agree fixed or capped fees for different types of work.

If we have agreed a limit on fees then we won't exceed it without prior reference to you.

We will adhere to any specific basis of charging that we agree between us.

We aim to charge fair fees depending on the circumstances and we understand that different situations have different characteristics. We may adjust fees upwards or downwards depending on complexity, value or importance, urgency or the uniqueness of the situation.

If we agree hourly rates then we will review these approximately annually and let you know if our rates increase.

We may charge you for administration costs particularly if to properly carry out the task a volume of photocopying or printing is required or if due to urgency courier services are required.

If VAT becomes chargeable this will be shown on your invoice and charged in addition to our fees.

If disbursements are needed we will add these to the invoice and sometimes request payment on account. We won't incur disbursements without your agreement.

Our fees will be charged in pounds sterling and are payable in pounds sterling. We do not accept other currencies. If you pay by another currency we will charge for any bank charges incurred and you will be liable for any shortfalls in fees due to any conversion rates. We will also charge fees at hourly rates for our time checking and resolving the fee issue.

If the service required has a legal element and an appropriate law firm is engaged to assist you, you will be directed to review whether you have any insurances that may help to pay your legal fees.

Payment

Unless agreed otherwise we will normally ask for money on account and bill monthly rendering a final invoice for the work when it has been completed.

Please meet requests for payment promptly. Money paid in advance will be applied to your invoice and any disbursements we agree. Once the money paid on account has been used we may ask you to pay further sums on account of fees.

We will ask for funds before incurring disbursements.

If we incur bank charges due to the method of payment you use these will be added to your invoice.

All our invoices are payable on presentation and we reserve the right to charge interest at 4% over the base lending rate from time to time of Santander bank on bills or parts of bills which become unpaid after one month or more.

If our bills are not settled promptly or payment on account isn't received promptly we reserve the right to discontinue work or not start the work until the invoice is paid in full or the money on account has been received in full unless we have agreed an alternative payment plan with you first in writing.

If we incur costs as a result of your late payment or non-payment of invoices these costs will be recoverable from you in addition to interest and the overdue element of any invoices.

Depending how you pay your invoice bank charges may be incurred for example if you pay us online there may be a bank charge depending which card you use. You will be informed of any known charges at the time or if they become informed to us later we will add these to your invoice.

We do not expect to hold any money on your behalf but if we do then you agree we can settle any overdue invoices of ours from such sums.

If you wish us to travel to your premises milage/other reasonable travel tickets will be charged. It will also be charged for travel between your sites.

Financial arrangements

We do not accept cash payments.

If you try to deposit cash in our bank we will charge you for any additional checks we or the bank require and charge for our time resolving the issue at our hourly rates. You agree we can disclose such deposits to the police or other authorities we deem appropriate without reference to you.

If we pay money to you it will be by cheque or bank transfer and not cash. It will not be paid to a third party.

Email fraud

We will only make electronic payments once bank details have been verified verbally. We will never change our bank details by providing email information. We will only provide our bank details to you verbally. If in doubt about our bank details please telephone us to check.

We do not accept payments into our bank account for onward transmission to third parties on your behalf.

Undertakings and third parties

We do not give undertakings as part of our business with clients.

Email communications

We regularly communicate by email, text, WhatsApp or video calls. This may include sending documents. Any encryption is as per the standards of our IT provision at the relevant time. We may also password particularly sensitive documents. As documents and communications are not encrypted before they are sent there is a possibility they could be intercepted intentionally or by accident and read by a third party. If you do not wish us to send information by email you must inform us in writing and check we have received your request.

Storage of papers

If there are outstanding monies owed to us then we reserve the right to keep your information and documents. This is known as a right of lien. We may decide not to release them until all our fees you owe us have been discharged.

Unless you indicate to the contrary we will retain a record of your matter for seven years or other period we deem appropriate when we have closed it. We reserve the right to destroy files after this time without reference to you. This does not apply to original documents which will be returned to you. We reserve the right to charge a storage fee. If substantial time is required to be spent finding out stored documents on your behalf we reserve the right to charge a fee for retrieving them for you.

Commissions and referral fees

We will inform you if we receive a commission or referral fee or pay a commission or referral fee specific to your matter.

Queries or concerns

We hope you will be happy with our service. However if you have any queries or concerns at all you should not hesitate to raise them directly as soon as possible with Joan Pettingill m. 07398 334777 or contact joan@pettingillconsulting.co.uk. A concern will be handled under our concerns procedure.

Ending our engagement

Once we have finished the work set out in our retainer in our client Enrolment letter or as subsequently agreed by us in writing, our engagement will end automatically.

You have the right to end our retainer by giving us notice in writing by hand or by email at any time for any reason.

We may end our retainer if there is unacceptable delay to instruct us, a material change in circumstances or information on which the original engagement was based or if for any other reason there is a breakdown in confidence between us. We will seek to give you reasonable notice of ending our retainer but there may be circumstances where it is reasonable for us to give no notice. We reserve the right to end the retainer immediately if our invoice(s) have not been paid when they fall due.

If the retainer ends for whatever reason before a piece of work has been completed, we reserve the right to charge you for the work we have carried out. We also reserve the right to retain all paperwork and documents until our invoices have been settled.

Copyright

We retain copyright and all other rights in all documents that we provide to you or a third party on your behalf. We grant you a non-exclusive license to use such documents solely for the purpose for which we provide them to you but not further or otherwise.

Applicable law and jurisdiction

English law will apply to all services provided by us and any dispute arising out of or in connection with them and each party agrees to submit to the exclusive jurisdiction of the English courts and for all proceedings to be conducted in English.

Limitation of liability

Unless agreed with you otherwise in writing our aggregate liability for work undertaken for you is limited to a maximum as specified in our professional indemnity cover which is £250,000.00. If we are jointly and severally liable to you with any other party we will only be liable to pay you the proportion which is reasonably found to be our fault. We shall not be liable to pay you any sum or proportion due to the fault of another party.

Contractual relationship

This agreement is made between you and us from the date of the accompanying Enrolment letter or specified in that letter. In this context "we" means Pettingill Consulting or Joan Pettingill which are trading names of Joan Pettingill Consulting Limited or other entity which may succeed it or carry out the services and to which all rights, duties, obligation and responsibilities under these terms shall be transferred or assigned.

This agreement is personal to you and you may not assign it or hold it for the benefit of any third party without our written consent.

For the purpose of the Contracts (Rights of Third Parties) Act 1999, it is agreed that no term of our agreement with you shall be enforceable by a third party.

Data protection – how we use your information

Joan Pettingill Consulting Limited will use the information you provide primarily for the provision of the services set out in our Enrolment letter: HR Support Services, Training, Coaching & Peer Groups and for other related purposes including updating and enhancing our client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance.

If you have asked to be included in a peer group for a test drive or to sign up as a member we may share your details with Challenging Leaders.

Our use of that information may be subject to your reasonable requests and the General Data Protection Regulations (GDPR) as amended into English & Welsh Law.

Please note that due to the nature of our work for you may require us to disclose information to third parties such as associate consultants who we work with on work we are carrying out for you, expert witnesses and professional advisers. By engaging with us you agree we may do this.

Where any person or organisation does work for us we will ensure we have suitable technical and organisational controls in place to safeguard your information against accidental loss or damage and unlawful or unauthorised processing.

You have a right of access, under data protection legislation to the personal data that we hold about you. If you wish to be provided with a copy of this information please put your request in writing to us.

You also have the right to request that we erase the personal information we hold about you. If we are unable to fully comply with this request, perhaps because we have a legitimate business reason why we must retain the information such as for regulatory or compliance reasons or to fulfil a contract or for accounting purposes we will explain this decision to you.

We may need to check your records now or in the future with a credit reference agency and this may leave a footprint which may be available for other organisations to see.

We may from time to time use your contact details to provide you with information relating to our services, seminars and newsletters. Should you not wish to receive occasional marketing information you can confirm this to be the case when completing the Enrolment letter or by emailing us info@pettingillconsulting.co.uk

If at any time you consider the information we hold about you is incorrect then please let us know so we can correct it and ensure it is accurate.

You have a right to make a complaint to the information Commissioner's Office if you are concerned about how we have processed your personal data or if you are unhappy about our information rights practices. In the first instance you should contact the Information Commissioner's Office on t.0303 123 1113.

We reserve the right to disclose our files to regulatory bodies in the exercise of their powers.

We also reserve the right to disclose the name of your organisation, instructing individual and anonymised details of the work we have done for you when completing applications for professional directories in which our staff or organisation may be named.

Professional indemnity insurance

We maintain professional indemnity insurance. Details may be supplied on request.

Conclusion

If you continue to engage us on this matter it will amount to acceptance of these Terms & Conditions of Business. Even so, we ask you to please confirm that you agree to them by signing the Confirmation of Receipt on the back page of this document and returning it to us. Please then keep your copy on a safe place. It is an important document.

PETTINGILL CONSULTING

CONFIRMATION

I confirm, having read and understood the Enrolment letter of Pettingill Consulting and the Terms & Conditions of business to which this document is attached, I accept all of the terms contained in these documents.

Signed:…….

Print name:……

Position:…….

(if appropriate)

Dated:……..

Marketing

At Pettingill Consulting we care about your privacy and will only use your personal data to provide HR or L&D services to you.

However, as part of our services, we occasionally send useful free information that may be of interest to you as one of our clients or to our contacts. This may include newsletters, invitations to events, technical updates, product / service updates, promotional offering or similar.

We will never share your personal information for marketing purposes.

If you do **not** wish to occasionally receive free useful information from us, please tick here: [ ]

If you receive our marketing and decide you don't like it then you can opt out at any time by contacting us as info@pettingillconsulting.co.uk and we will never send you any marketing information ever again.