

# Terms and Conditions of Business

1. **The Contract** – A Contract for an assignment is made and an order is accepted subject to these terms and conditions of business. All other conditions are hereby excluded unless expressly accepted in writing by HeawardSports Ltd. which also trades under the trading name of 'Heaward Solutions' ('the Contractor') before the commencement of business.
2. **Agreement of Terms** – This Contract supersedes any previous agreements and correspondence with the Customer relating to any work ordered.
3. **Provision of Services** – The Contractor or as necessary selected Associates will provide the services ("Services") as agreed in writing with the Customer. If the Customer requests changes to the scope of the Services, the impact will be determined by the parties and any change in scope and associated costs will be agreed upon in writing before implementation. For all fundraising activity undertaken under point 4c below the client will be required to check and accept the Contractor's work before any applications/bids being submitted or other campaigns going live.

All work is commissioned by the Customer on their acceptance of the Contractor's standard process and systems of work and professional competence. The Customer should satisfy themselves that this is acceptable before commissioning any work.

4. **Scope of Services:** The Contractor will provide one or more of the following Services to Customers as agreed through their acceptance of the Contractor's written quotation:
  - a. Preparation of bespoke Funding Reports which research grant funding prospects and advise the Customer on which potential funders are likely to offer opportunities that fit their organisational status, position, and funding requirements.
  - b. Assisting Customers to develop the case for a project and become 'Bid Ready' by working with their leadership, volunteers, staff, partner organisations, and/or service users, to address any organisational issues, interpret guidelines and gather/prepare the material and information necessary for a strong bid to be prepared.
  - c. Delivery of fundraising services including the preparation of grant funding applications, campaigns to seek funding from sponsorship and Corporate Social Responsibility investments, crowdfunding campaigns, or applications to secure social investment as requested in time to meet funder's submission deadlines and prepare the proposal for submission.

- d. The development of organisational, fundraising, and other strategies and exercises such as feasibility studies.
  - e. Provision of digital tools and services designed (Not For Profit INSIGHT and Not For Profit IMPACT) to support the effective fundraising, management and monitoring and evaluation activity of not for profit organisations.
  - f. Provision of social media marketing services (Not For Profit INFORM) inclusive of organic posts, advertising campaign design/implementation and social media strategy development.
  - g. Within the professional competencies of Heaward Solutions the provision of general/management consultancy, training, mentoring and coaching services.
  - h. Attending meetings necessary to accomplish the required work.
5. **Provision of information by the Customer** – The Contractor's performance of the Services is dependent on the Customer providing such information and assistance as the Contractor may reasonably require in a timely manner (unless otherwise agreed in writing with the Contractor this period is defined as no longer than two weeks from the date of the initial request). Where Services provided by the Contractor are based upon information provided by the Customer, the Contractor assumes no responsibility concerning the accuracy or completeness of any information provided by the Customer.
6. **Unscheduled Additional Work** – All quotations are provided in good faith based on the Contractor's understanding of the Customer's circumstances and specific needs as established through the discovery process. Whilst every effort is made to ensure an accurate understanding is obtained, from time to time during the completion of a project a need may be identified for essential work that goes beyond the scope of the initial quotation. Where this is identified the Contractor will notify the Customer at the first possible opportunity detailing the options available to address this and provide an additional quotation for any additional work that may be required. The Customer is free to accept this or make alternative arrangements, however, should a failure to complete this work result in a project either being delayed or not being completed, four weeks after the planned completion date the Contractor will be entitled to terminate the project and receive full payment for the work commissioned.
7. **Contract Period and Deadlines** – The period of assignment/engagement will be confirmed in writing by the contractor as part of all quotations provided and will be deemed to be agreed upon by the Customer upon acceptance of the quotation. This represents the minimum period of engagement by the Customer.

Where projects exceed the initially quoted assignment/engagement period due to a failure of the Customer to provide information, engage with the contractor or make key decisions promptly the Contractor will be entitled to extend the contract

period and associated fees by the equivalent of one month for each month's delay experienced or reduce the scope of the planned works on the same basis.

Where the customer purchases a subscription to access a digital system or service provided by the contractor such as Not for Profit INSIGHT and IMPACT access to this will be made available for the term of the subscription purchased. After the purchased subscription expires the customers, access will be withdrawn unless the subscription is renewed.

Any customer data in Not for Profit INSIGHT can be downloaded up until the date the subscription lapses. After this date The Contractor may at their discretion permanently delete any data on the system.

Minimum contract periods for digital systems/services provided by the Contractor are:

- Not for Profit INSIGHT:  
One month when purchased on a monthly payment basis or one year when purchased based on an annual payment.
- Not for Profit IMPACT:  
One year (i.e. 12 sequential months) whether purchased on an annual or monthly payment basis.
- No minimum term applies to the Success Club.

7. **Fees and Terms of Payment** – All invoices are payable fourteen days from the date of issue. All prices quoted are exclusive of VAT. Where work with a total value of under £500 is commissioned the invoice for this is payable before any work commences. For all other commissions, payment plans or subscriptions, an invoice schedule setting out the due dates when invoices will be raised or agreed staged payments or payment plan payments fall due will be agreed in writing with the Customer in advance of the Contractor's acceptance of an order.

Payments for subscription payments for Not for Profit INSIGHT and Not for Profit IMPACT or the Success Club are due immediately upon signing up at the end of each subscription period and will auto-renew unless cancelled by the customer.

8. **Expenses** - Any mileage necessary for the delivery of the agreed scope of work will be charged at the rate of £0.45 per mile. Where travel essential to the delivery of the agreed scope of work is undertaken using public transport these costs will be charged to the Customer at cost. Where other costs are to be incurred by the contractor on the Customer's behalf these will be recharged at cost, these will, however, be agreed with the Customer in writing in advance of expenditure being made.
9. **Late Payment** – The Contractor reserves the right to charge statutory interest at 8% above the prevailing Bank of England base rate per month in the case of

overdue accounts. The Contractor may terminate the assignment with the Customer if the payment of an invoice is delayed.

10. **Abortive work** – Should the project stall or fail because the Customer has failed to respond within a period of six weeks from issue to a request for information from the Contractor, provide feedback on a draft document provided by the Contractor or cause another delay that means that an external deadline cannot be met, the Contractor will be entitled to payment in full for the agreed fee.
11. **Payment of Costs Associated with Recovery of Debt** – All costs incurred by the Contractor in recovering the outstanding debt will be a charge to the Customer.
12. **Immediate Suspension of Contract** – At any time during the term of the Contract, either party may give immediate notice to the other suspending the performance of its duties and obligations under the Contract if: -
  - a. circumstances exist or arise which, in the reasonable opinion of that party, materially or adversely affect the performance of, or the ability to perform, that party's duties and obligations under the Contract; or
  - b. either party becomes aware that the other party has failed to disclose to it information which in the reasonable opinion of that party is material to the performance of its duties and obligations under the Contract; or
  - c. the Contractor has not received payment from the Customer of any invoice or other payment due within 14 days of the invoice date or due date.
13. **Termination Following Suspension** – the Contractor may terminate the Contract forthwith by notice in writing to the Customer if the period of suspension of the Contract referred to in clause 10 above exceeds 14 days.
14. **Actions Following Termination** – Upon termination of the Contract, the Customer shall pay forthwith upon request all fees and expenses due in respect of the Services provided up to the date of termination, together with sums due for the completed assignment unless termination is due to the Contractor's breach.
15. **Accrued Rights** – Termination of the Contract shall be without prejudice to any accrued rights of both parties.
16. **Force Majeure** – The Contractor shall not be deemed to be in breach of the Contract or liable to the Customer for any delay or failure to proceed with the assignment for reasons which are beyond the Contractors' reasonable control. Such circumstances include.
  - a. Act of God, explosion, flood, tempest, fire, or accident.
  - b. War or threat of war, sabotage, insurrection, civil disturbance, or requisition.
  - c. Acts, restrictions, by-laws, prohibitions, or measure of any kind on the part of any governmental, parliamentary, or local authority.

- d. Strikes, lock-outs, or other industrial actions or trade disputes.
17. **Limitation of Liability** – The Contractor offers no guarantee regarding the success of any fundraising activity undertaken on behalf of the Customer. The Contractor's liability to pay damages for all losses, including consequential damages, economic loss or failure to realise anticipated profits, savings or other benefits, incurred by the Customer as a direct result of a breach of contract or negligence or any other sort by the Contractor in connection with or arising out of the provision of the Services shall be limited to that proportion only of the Customer's actual loss which was directly and solely caused by the Contractor and in any event, shall be limited to the value of any fees paid under this Contract.
18. **Notices** – Notices must be served either personally, sent by email, prepaid registered post, or faxed to the address of the other party, or any other address as the parties may have notified during the period of the Contract, any notice sent by post will be deemed to have been delivered 48 hours after sending. Any notice sent by email, fax or served personally will be deemed to have been delivered on the first working day after its despatch.
19. **Applicable Law** – These conditions of business shall be governed and construed in accordance with English law and all disputes arising in connection therewith shall be submitted to the jurisdiction of the English courts.
20. **Ownership** - The Contractor will not obtain rights in any data, materials, or systems provided by the Customer in connection with this agreement. At the request and expense of Customer, the Contractor will do all such things and sign all documents or instruments reasonably necessary in the opinion of Customer to enable the Customer to obtain, defend and enforce its rights in any such data, materials, or systems. Upon request by the Customer and in any event, promptly deliver to the Customer copies of such data, materials or systems that may be in the possession, custody, or control of the Contractor.

With the exception of Not for Profit INSIGHT and Not for Profit IMPACT all Intellectual Property Rights in and to any software, documentation, drawings, data, information, database, or product created or produced by the Contractor in performing the Services under this Agreement will be the property of the Customer. The Contractor hereby assigns to the Customer absolutely its whole right, title, and interest, present and future in and to such Intellectual Property Rights free from all liens, charges, and encumbrances. The Contractor will provide the Customer with all information which the Customer may reasonably request to allow the Customer to fully exercise its proprietary rights in any jurisdiction. The Contractor will at the Customer's request and expense undertake and execute all acts, deeds, documents, and steps necessary to effectively vest such Intellectual Property Rights in the Customer. The provisions and requirements of this clause will survive the expiration or termination of this Agreement.



With respect to Not for Profit INSIGHT and Not for Profit IMPACT all Intellectual Property Rights in and to any software, documentation, drawings, information, database, or product will remain the sole property of the Contractor. The contractor shall however warrant to preserve data stored in these systems originating from the Customer whilst an active subscription is maintained by the customer and at the end of any subscription provide the customer with the means to download all such data before their account is closed and data permanently deleted.

21. **Confidentiality** - Both parties agree to adhere to generally accepted confidentiality practices and to provide each other with their best efforts in the fulfilment of this contract. The Contractor agrees not to disclose private information about the organisation or its donors. "Private information" does not include information available in the public domain.
22. **Privacy and GDPR** - The Contractor will operate within the bounds of the company's Privacy Policy published on the [www.heawardsolutions.co.uk](http://www.heawardsolutions.co.uk) website. The Customer is required to ensure that any data passed to the Contractor is done so under both this policy and the terms of their own privacy policy. By working with Heaward Solutions the client consents to their data and contact information being stored in a digital format within the Contractor's IT systems including cloud-based software.
23. **Subscription-based products** - We offer a range of products on a subscription basis including coaching programmes, Not For Profit INSIGHT our monitoring and evaluation app, Not For Profit INFORM our social media management service, Not For Profit IMPACT our Not For profit knowledge base service and the Success Club our subscription scheme. Minimum contract terms as set out in section 6 above apply to these products commencing from the date of the initial payment, no cancellations or refunds will be allowed within the minimum contract term. Where available it is possible to upgrade to a higher level product but not to downgrade. Upgrading will result in a new minimum term commencing from the date of the upgrade. All subscription products must be paid for either annually in advance or where a monthly payment option is selected this must be processed through a scheduled card payment (via Stripe).

Renewal payments for subscription products will be taken automatically each month/annually on the anniversary of the relevant payment.