

## Terms And Conditions

### The Following Terms Have The Following Meanings:

‘Agreement’ -refers to the agreement entered into by Chapel & York and the Client, incorporating these Terms and Conditions (or variation thereof agreed upon by both parties), which shall govern the provision of services.

‘Management’ – refers to the ‘Management Package’ for the management of a dedicated legal entity or ‘Family of Foundations membership’ which is membership with a Chapel & York Foundation wherever located

‘Set up’ – refers to the service provided as per the ‘Set-up Package’

‘Service’ – refers to Chapel & York’s service(s) offerings; these can include but are not exclusive to ‘Management Package’, ‘Family of Foundations membership’, ‘Set-up Package’ and Fundraising Service.

‘Standalone Service’ – refers to a one-off piece of work that Chapel & York carry out.

‘Client’ – means the party purchasing the Services from Chapel & York who shall be identified in the ‘Agreement’.

‘Chapel & York’- refers to Chapel & York Limited, Chapel & York International Limited, and subsidiaries. The service subscribed to by a Client is supplied by the entity denoted on the Invoice/Estimate/Quote/Proposal.

‘Key Personnel’ – refers to those employees, associates, and consultants engaged by Chapel & York to provide the Services.

‘Data Protection Legislation’ – means (i) unless and until EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) is no longer directly applicable in UK, the GDPR and any national implementing laws and regulations and secondary legislation (as amended from time to time) in the UK and subsequently (ii) any legislation which succeeds the GDPR or Data Protection Act 2018.



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## Services

1.1 These Terms and Conditions together with the relevant Service and any other document, plan or specification referred to in the Service constitute the agreement between the Parties for the Service(s) (“the Agreement”).

1.2 In the event of any conflict between a clause in these Terms and Conditions and a term of the Service, the term of the Service shall prevail. No variation will be accepted within the Terms & Conditions unless expressly agreed in writing by Chapel & York.

## Terms Of Service

2.1 Chapel & York shall carry out and complete the Terms of Service(s)

- 2.1.1 in accordance with the Service and/or the Standalone Service
- 2.1.2 with reasonable skill, care and diligence;
- 2.1.3 to the reasonable satisfaction of the Client
- 2.1.4 (where applicable) use third party staff or agents with appropriate skills and qualifications. Chapel & York remain responsible for the delivery of contracted service

## Personnel & Confidentiality

3.1 Chapel & York will use its best endeavours to promote the interests of Clients and will do nothing to bring the Client into disrepute in any manner whatsoever.

3.2 Chapel & York shall make Key Personnel available for the purposes of the carrying out the service(s).

3.3 Chapel & York undertakes to keep secret and not to disclose and to procure that its employees, sub-contractors and agents keep secret and do not disclose any information of a confidential nature relating to a Client’s business affairs or finances it has obtained by reason of this agreement.



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3.4 Nothing in this clause applies to information that is already in the public domain or the possession of Chapel & York other than by reason of breach of this clause. An undertaking to disclose confidential information will only be made to a competent legal authority.

## **General**

4.1 Chapel & York accepts no liability for any failure to comply with these terms and conditions where such failure is due to circumstance beyond its reasonable control.

4.2 If Chapel & York waives any rights available to us under these Terms and Conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

4.3 Chapel & York is not and does not act as a Law Firm. The Client shall seek their own independent legal advice on all matters relating to the Services as they consider appropriate.

4.4 The Agreement constitutes the entire agreement between the Parties relating to the Services(s) and replaces all previous negotiations, agreements, understandings and representations whether oral or in writing. However, nothing in the Agreement shall limit or exclude any liability for fraud.

4.5 If any of these Terms and Conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions shall nevertheless continue in full force.

4.6 Chapel & York are committed to taking reasonable steps to prevent involvement in unusual facilitation of tax evasion as set out in the Criminal Finances Act 2017.

4.7 It is the policy of Chapel & York to conduct business in an honest and ethical manner. Chapel & York will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which it conducts business including the UK.

## **Knowledge**

5.1 All information supplied by Chapel & York is provided in good faith and is believed to be up-to-date and accurate but no warranty to that effect is given in



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relation to any matter or issue which is not within the direct knowledge and control of Chapel & York.

5.2 Chapel & York will use reasonable endeavours to answer any enquiry raised and provide accurate information on the basis of the knowledge then held by Chapel & York.

### **Data Protection**

6.1 Chapel & York and the Client will ensure that their obligations under the provisions of the Data Protection Act 2018 and the EU Regulation 2016/679 General Data Protection Regulation ("GDPR) in relation to all personal information collected, processed and held is done so in accordance with the aforementioned provisions in the discharge of service(s) under this agreement.

6.2 For complete details of the Chapel & York's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Client's rights and how to exercise them, and personal data sharing (where applicable), please refer to the Chapel & York's Privacy Notice.

### **Conflicts Of Interest**

7.1 Chapel & York shall disclose to the Client any actual or potential conflict of interest arising from the Service(s) as soon as reasonably practicable after becoming aware of the conflict.

7.2 If the Parties are unable to resolve the conflict to the reasonable satisfaction of the Client, the Client shall be entitled to terminate the Agreement with immediate effect. A clear and substantive conflict of interest must be shown for termination.

### **Limitation Of Liability**

8.1 No individual employee or consultant of Chapel & York will enter an agreement with the Client personally, or assumes legal responsibility to the Client personally, for work performed on behalf of Chapel & York.



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8.2 All communications with the Client in the course of Chapel & York's work, whether oral or written and whether signed by an employee or consultant, shall always be treated as having been sent or made on behalf of the Chapel & York.

8.3 By engaging Chapel & York, the Client agrees that any claim of any sort shall be brought only against Chapel & York and that no claims will be brought personally against any of its employees or consultants who are involved in the Client's work.

8.4 Chapel & York maximum liability in agreement for contentious matters and in both agreement and negligence for non-contentious matters is £1,000,000 (one million pounds).

The above Paragraph 8.4 does not apply in respect of:

- 8.4.1 death or personal injury;
- 8.4.2 loss or damage arising from fraud or wilful default on our part; or
- 8.4.3 any other situation in which the limitation of liability is prohibited by

8.5 Chapel & York accept no responsibility other than to the Client. In particular, Chapel & York accept no responsibility to the Client's bankers, creditors, shareholders or investors, or to other professional advisers.

8.6 If Chapel & York are asked and agree in writing to give an opinion that might be relied on by someone other than by the Client, Chapel & York will write separately to set out the terms on which the opinion is given.

8.7 If the Client asks Chapel & York to suggest an adviser, or if Chapel & York suggest that the Client consult another adviser, there is no assumption of liability on Chapel & York behalf for their performance or actions, whether constituting an act or omission of negligence, breach of agreement or otherwise.

8.8 If Chapel & York instruct such advisers on the Client's behalf, it is done so as the Client's agent and the Client will be responsible for payment of their charges.

8.9 Chapel & York advice and service can only be given on the basis of the information the Client provides. It is essential that the Client provides Chapel & York with the information needed to carry out the required work, and that the information is up to date, accurate and complete. The Client should notify Chapel &



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York as soon as possible of any changes to information given to Chapel & York and of any new information that may be relevant to work being done for the Client. Chapel & York reserve the right to stop acting for the Client if they do not provide Chapel & York with important information. Chapel & York shall not be held liable for any loss or damage suffered by the Client that results from the Client's failure to follow any instructions/advice given by Chapel & York or where information has not been forthcoming.

8.10 Where it is found to be Chapel & York who is at fault in failure to provide services with reasonable care and skill, it shall carry out any and all necessary remedial action at no additional cost to the Client.

8.11 Chapel & York shall ensure that it has in place at all times, suitable and valid insurance and that shall include public liability insurance.

8.12 Chapel & York shall not be held liable for any loss or damage suffered by the Client's failure to follow any instructions/advice given by Chapel & York.

### **Rights Of Third Parties**

9.1 This Agreement shall not create any rights which are enforceable by anyone other than the Parties.

### **Intellectual Property**

10.1 Copyright in all artwork, copy and any other work capable of being subject to copyright, produced or created by Chapel & York at the specific request of the Client shall vest in the Client.

10.2 The copyright and other intellectual property rights in all reports, materials, documents and data produced or provided by either party to the other in connection with this letter shall at all times remain the property of the party producing or providing such reports, materials, documents and data.

10.3 In the event of non-payment of its costs, Chapel & York may immediately terminate any licence granted and require the immediate delivery of or destruction of intellectual property.



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## Payment

11.1 In consideration of the carrying out of the services(s) by Chapel & York the Client shall pay the mutually agreed sum(s) stated. Chapel & York will make either an inclusive charge or set an hourly/day rate for work agreed with the Client in writing.

11.2 Chapel & York requires confirmation from the Client and money on account before starting any work.

11.3 The Client shall pay Chapel & York the amount due either on account, monthly or over an annual period in advance of service(s) due, in agreement with invoices provided. Chapel & York will provide an itemised account to the Client if asked to by the Client when an hourly rate is charged.

11.4 The Client agrees to payment in full for the agreed Service, and/or Standalone Service and/or the Client agrees to the payment of the full term of the annual agreement for the Management once first payment is made to Chapel & York. The Client agrees to pay all sums as per the invoice(s) relevant to the Service and/or Standalone Service.

Should the Client at any stage instruct Chapel & York to cease work with regards to the Service and/or Standalone Service the Client will be liable for all sums previously invoiced, the sums due shall be payable within 30 days of written communication from the Client. The Client shall not be liable for any sums due to the Service when charitable status is granted unless the parties deem that Chapel & York have expended so much time on Client's behalf that such a payment would be reasonably.

11.5 The Management Service covers one-year work by Chapel & York on behalf of the Client but that work is not spread evenly throughout the year. Therefore Chapel & York and the Client agree that any termination of a Management Service Agreement must be notified to Chapel & York no later than 60 days before the termination of such Service to become effective for the next years' Service. If the Client wishes to break the Service Agreement at any time during a year the Client will be liable to the full extent of the amount charged for that year



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11.6 Chapel & York reserves the right to charge for payment of services that go over and beyond the normal acceptable usage.

11.7 In addition to the agreed upon price, the Client shall pay Chapel & York a sum equivalent to any Value-Added Tax chargeable in respect of the service(s) – if applicable. Value Added Tax shall be shown as a separate item on the Chapel & York invoice and charged at the appropriate UK rate.

### **Unpaid Bills**

12.1 Bills are payable 30 days from date of invoice to Client. After 30 days from the date of invoice, unpaid bills will carry an annual interest at 4% + Bank of England base rate known as the 'reference rate'. The 'reference rate' will be fixed for the subsequent six months after this time it will change to reflect the current Bank of England Base rate. Chapel & York reserve the right to charge such interest without notice. On late payment of bills Chapel & York reserves the right to charge a fixed sum for debt recovery costs of no more than £100.

12.2 Chapel & York are allowed to hold any documents or other property belonging to the Client until payment of any outstanding bills has been made.

12.3 If the Client does not pay a bill within the time frame specified above, Chapel & York reserve the right to stop working on any matters for the Client, and to ask for payment in full of all bills for work carried out to that date.

### **Expenses**

13.1 Chapel & York shall be entitled to be reimbursed for its reasonable subsistence, travelling and other expenses actually and reasonably incurred in connection with the service(s). Chapel & York shall produce any receipts and documentation requested by the Client. For those out of pocket expenses that are deemed non-essential to the performance of the services provided by Chapel & York, Chapel & York will seek pre- approval from the Client in respect of those items expected to cost more than £500.

13.2 Expenses shall be reimbursable in full at the standard market rate(s) within 30 days upon date of invoice from Chapel & York to the Client. The Client shall not be liable to indemnify Chapel & York for any expenses outside of Section 13 without such expenditure being approved in advance by the Client.



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## **Client Obligations**

14.1 The Client shall use all reasonable endeavours to provide all pertinent information to Chapel & York that is necessary for Chapel & York's provision of the Services.

14.2 The Client may, from time to time, issue reasonable instructions to Chapel & York in relation to Chapel & York's provision of the Services. Any such instructions should be compatible with the specification of the Services provided in the Agreement.

14.3 In the event that Chapel & York requires the decision, approval, consent or any other communication from the Client in order to continue with the provision of the Services or any part thereof at any time, the Client shall provide the same in a reasonable and timely manner.

14.4 If any consents, licences or other permissions are needed from any third parties, it shall be the Client's responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof).

14.5 When Chapel & York is preparing returns to regulatory authorities for or on behalf of a Client, the Client will provide information requested by Chapel & York within the period of time allowed by Chapel & York in order to submit the return by the due date.

14.6 If a Client fails to provide information within the period of time allowed and without indicating a reason for failing to provide the information, Chapel & York reserves the right to terminate the agreement with the Client.

## **Notices**

15.1 Any notice or other communication given under or pursuant to this Agreement must be given in writing and must be delivered in person, sent by post or communicated electronically. Communications must be sent to the address for communications given in the invoice.



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## Revision Of

16.1 Notice can be given to the Client regarding Management Package within the agreed 60-day notice period for subsequent changes to the Terms and Conditions of Business being made. This will be communicated in writing by Chapel & York to the Client. The continued contracting of service(s) into the next annual year will be considered acceptance of changes made.

## Dispute And Mediation

17.1 Before resorting to litigation, the Parties shall attempt in good faith to negotiate a settlement to any dispute between them, arising out of or in connection with this agreement.

17.2 If the Parties are unable to resolve the dispute, either Party may, at any time, refer the dispute to mediation by a neutral advisor or mediator (“the Mediator”).

17.3 If the Parties are unable to agree on the Mediator within 14 days of the request by one party to refer the dispute to mediation, they shall apply to the Centre for Dispute Resolution (“CEDR”) to appoint a Mediator.

17.4 The Parties shall seek to agree directions for how the mediation is conducted and, failing agreement, they shall seek directions from the Mediator.

17.5 If the Parties reach agreement on the resolution of their dispute the agreement shall be reduced to writing and shall be binding.

## Termination

18.1 Notice shall be given by either Chapel & York or the Client to terminate a Management Package within 60 days of the anniversary of the Start of Service.

18.2 Start of service is deemed to be from the issue of first invoice from Chapel & York. Termination must be communicated in writing by either Chapel & York or the Client to the other party.

18.3 Chapel & York and the Client upon activating termination as set out in clause 18.1 of the agreement will still be liable to fulfil their contractual requirements until the end date of the agreement.



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Either party may terminate services at any stage if

- 18.3.1 Chapel & York consider it inappropriate to continue acting;
- 18.3.2 The Client fails to pay bills or sums promptly within 60 business days of the due date for payment;
- 18.3.3 Chapel & York cannot obtain clear instructions from the Client;
- 18.3.4 The other party enters into insolvency;
- 18.3.5 The other party commits any other breach of provisions of the agreement and fails to remedy within 30 business days after being given written notice;
- 18.3.6 The other party's action can be shown to cause damage to the reputation of the other party

### **Effects Of Termination**

19.1 Any sum owing by either party to the other under the provisions of the agreement shall become immediately due subject to clauses 19.2; 19.3 and 19.4.

19.2 If Chapel & York terminate the Management Package outside of the 60-day window as set out in clause 18.1 but within clause 18.3, the Client will be liable to pay the full sums up to termination, plus any reasonable costs incurred by Chapel & York for third party work carried out on behalf of the Client as per the terms agreed whether monthly or on an annual basis.

19.3 If Chapel & York terminate as per clause 18.3 the Client will be entitled to a partial refund if payment has been made in advance ahead to services being carried out. Chapel & York when making a refund will make a reasonable assessment considering costs already incurred through third party payments and time spent on the Client's account.

19.4 Should the Client have any ongoing costs that will keep running outside of the termination of agreement, the Client will be liable to take on and reimburse these costs.

19.5 Each party shall (except to the extent referred to in the confidentiality clause) immediately cease to use, either directly or indirectly, any contractual information and shall return to the other party any documents in its possession or control which



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contain or hold confidential information subject to all outstanding fees having been settled.

### **Law And Governance**

20.1 Unless the Service Package specifies otherwise this Agreement shall be governed by and constructed in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

### **Force Majeure**

21.1 No party to the Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party, such failures are but not limited to; power failure; ISP failure; industrial action; civil unrest; fire; floods; storms; earthquakes; acts of terrorism; acts of war; governmental action or any other events that is beyond the control of the Party in question.



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