

Terms and Conditions

Mosaic Partners Ltd
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NE3 4PF

Last Updated: 09 March 2025.

Terms of Business

1. Introduction

- 1.1. These Terms and Conditions govern the provision of consultancy services by Mosaic Partners ("the Consultancy") to the Client.
- 1.2. By engaging our services, the Client agrees to these terms.

2. Services

- 2.1. The Consultancy shall provide management consultancy services as agreed in a formal proposal, statement of work, or contract.
- 2.2. Any changes to the scope of services must be agreed upon in writing and may be subject to additional fees.

3. Fees and Payment Terms

- 3.1. Fees for services and the payment schedule shall be set out in the proposal or contract.
- 3.2. Payments are due within **30 days** from the invoice date.
- 3.3. Late payments may incur interest at a rate of **5% per month (cumulative)** or the prevailing bank base rate, whichever is higher.
- 3.4. If payment is not received within **60 days**, the Consultancy reserves the right to suspend or terminate services.

4. Confidentiality

4.1. Both parties agree to maintain the confidentiality of any proprietary or sensitive information disclosed during the engagement.

5. Intellectual Property

5.1. All intellectual property rights in any materials, reports, methodologies, or other deliverables created by the Consultancy remain its exclusive property, unless otherwise specified in the agreed scope of work.

5.2. Where the agreed scope of work specifies that certain intellectual property will be transferred to the Client, the Consultancy grants the necessary rights **only upon full payment of all fees**, including any fees specifically set out for the transfer of ownership. If ownership transfer is requested outside of the agreed terms, it shall be subject to a separate negotiation and written agreement.

5.3. The Client shall not reproduce, distribute, or commercially exploit any intellectual property of the Consultancy without prior written consent.

6. Liability and Limitation

6.1. The Consultancy shall provide services with reasonable skill and care but does not guarantee specific outcomes.

6.2. The total liability of the Consultancy for any claim shall not exceed the total fees paid for the relevant services.

6.3. The Consultancy shall not be liable for **any indirect, consequential, or special damages** arising from the provision of services.

7. Termination

7.1. Termination by the Client

7.1.1. The Client may not terminate this Agreement before the completion of the agreed scope of work, except in cases of **material breach** by the Consultancy.

7.2. Material Breach

A **Material Breach** shall be deemed to have occurred if either party:

- a) **Fails to make payment** within **60 days** of the due date.
- b) **Fails to fulfil contractual obligations**, and such failure remains unremedied for **14 days** after written notice is given.
- c) **Engages in conduct that obstructs service delivery**, including abusive or defamatory behaviour.

7.2.1. If the Client wishes to terminate the Agreement early for reasons **other than a proven material breach** by the Consultancy, the Client shall remain liable for:

- a) The **full fees** for the entire contract term, payable within **30 days** of termination notice.
- b) Any additional costs incurred by the Consultancy in the preparation or execution of services.

7.3. Termination by the Consultancy

7.3.1. The Consultancy reserves the right to terminate this Agreement with immediate effect if:

- a) The Client **fails to make payments** as agreed.
- b) The Client **engages in conduct** that significantly obstructs the Consultancy's ability to deliver services.
- c) The Client is in **material breach** of any obligations under this Agreement and fails to remedy such breach within **14 days** of written notice.

7.3.2. In the event of termination by the Consultancy under Clause **7.3.1**, all fees up to the termination date shall remain payable, and the Client shall not be entitled to any refund of previously paid fees.

7.4. Force Majeure

Neither party shall be liable for delays or failure in performance due to events beyond their reasonable control. However, the Client shall remain liable for payment of services already rendered.

8. Data Protection

8.1. Both parties shall comply with all applicable data protection laws, including the **UK General Data Protection Regulation (UK GDPR)** and the **Data Protection Act 2018**.

8.2. The Consultancy shall process any personal data provided by the Client **only for the purposes of delivering the agreed services** and shall not disclose such data to third parties without prior consent, except as required by law.

8.3. The Client agrees to ensure that any personal data shared with the Consultancy is collected and processed in compliance with applicable data protection laws.

8.4. The Consultancy shall implement appropriate technical and organisational measures to protect personal data against unauthorised access, loss, or misuse.

9. Dispute Resolution

9.1. In the event of any dispute arising out of or in connection with this Agreement, both parties shall seek to resolve the matter **amicably through negotiation** within **30 days** of written notice of the dispute.

9.2. If the dispute is not resolved through negotiation, the parties agree to attempt **mediation** through an independent mediator, to be appointed by mutual agreement. Mediation shall take place in the **United Kingdom** and the costs shall be shared equally by both parties.

9.3. If mediation fails, the dispute shall be referred to **binding arbitration** under the rules of the **Chartered Institute of Arbitrators (CI Arb)**, with the decision of the arbitrator being final and binding on both parties.

9.4. Nothing in this clause shall prevent either party from seeking **injunctive relief** or pursuing legal action in the UK courts where necessary.

10. Governing Law

10.1. These Terms and Conditions are governed by the **laws of the United Kingdom**.

10.2. Any disputes arising under or in connection with this Agreement shall be resolved in the **courts of the United Kingdom**, subject to the dispute resolution procedures set out in Clause 9.

11. Miscellaneous

11.1. These Terms and Conditions constitute the **entire agreement** between the parties and supersede any prior agreements or understandings.

11.2. No variation of these terms shall be valid unless agreed **in writing** by both parties

For any questions, please contact Kate Hargreaves, CEO, Mosaic Partners at kate@mosaicpartners.co.uk.