



# Terms and conditions

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## **CONSULTANCY AND DISPUTE RESOLUTION SERVICES**

### **CONTACT**

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**CMP Resolutions is a trading name of Conflict Management Plus Ltd (CMP), company registration number 3880628, whose registered office is at Low Farm, Brook Road, Bassingbourn, Hertfordshire SG8 5NT, Great Britain.**

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**Important note: Please read before commissioning CMP**

## 1. Foreword

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- 1.1. These terms set out the obligations between you (the **Client**) and CMP (CMP, **We, us, or Our**). These terms explain what happens once you have confirmed a piece of work (**Job, Case, Project, the Work**), and how we manage your project.

## 2. Confirmation of booking

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- 2.1. Bookings are considered binding and cancellation fees apply after we receive either written confirmation (including by email) or we send you a commissioning document, such as a Terms of Reference or Purchase agreement.
- 2.2. CMP agrees to make the appropriate number of practitioners and support staff available on dates to be mutually agreed between the Client, the parties, and CMP.
- 2.3. Our standard working day is 09:00 to 17:30 with an hour break for lunch. A half day is 4 consecutive hours either morning or afternoon and is our minimum fee.
- 2.4. We reserve the right to charge an additional fee for any hours worked in excess of point 2.3; including out-of-hours; weekend; or Bank Holiday working.
- 2.5. We require a purchase order form and number for invoicing. Where the Client does not operate a PO system, written confirmation of this is required.
- 2.6. CMP undertakes the appropriate schedule and the scope in good faith. Having started the process as set out in the proposal, the practitioner may recommend revising the schedule and the scope; in such instances, CMP reserves the right to re-negotiate the fees and expenses with the Client.

## 3. Payment of expenses

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- 3.1. The Client will be invoiced for expenses in addition to the fees as set out in the proposal or any amendments provided by CMP and agreed to by the Client.
- 3.2. Although we will endeavour to supply a local practitioner wherever possible, the best match for your needs may not be the nearest.
- 3.3. CMP will notify the Client of indicative expenses before delivery, according to CMP's terms. These expenses will be charged unless expressly agreed otherwise.

3.4. No additional expenses will be claimed, as CMP charges a fixed amount for expenses, no receipts are provided, unless expressly requested during commissioning.

### 3.5. **Travel**

#### **3.5.1. Within the UK:**

- ▶ For each return journey: 45p per mile for first 200 miles, 35p per mile thereafter
- ▶ Parking and tolls recharged at cost

#### **3.5.2. Outside of the UK**

- ▶ Economy flights, travel to and from airport, accommodation, taxis and/or car hire: at cost
- ▶ Travel time is chargeable at 50% of the agreed day rate, for flights over four hours duration

#### **3.5.3. Accommodation** (including breakfast)

These costs are indicative, poor availability may mean that expenses are higher than expected.

- ▶ Capital cities and overseas: £130 per night
- ▶ Elsewhere in the UK: £80 per night

#### **3.5.4. Subsistence**

- ▶ Evening meal: £25
- ▶ Lunch (where not provided): £10

## **4. Payment of invoices**

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- 4.1. Invoices are to be paid within 30 days of the invoice date.
- 4.2. CMP issues invoices on completion of the work except where the service is delivered over a period of time exceeding one month. In such cases we reserve the right to issue an invoice at the end of each month and a balance on completion.
- 4.3. Where the services are not paid for in the agreed period any discount may be cancelled (at the company's discretion) and interest and compensation charged as per the Late payment of commercial debts (interest) act, on a monthly basis

on all the balances outstanding on the 28th of each calendar month, subsequent to the agreed payment period.

## 5. Cancellation and Postponement

- 5.1. Cancellation fees are charged in accordance with 4.6 below, as a percentage of the total value of the confirmed work being cancelled or postponed.
- 5.2. The total value of the work is set out in the commissioning documents, such as the Terms of Reference or Purchase Agreement.
- 5.3. Such fees apply to all our services, as a whole or part; including party interviews, phone calls, and meetings.
- 5.4. Cancellation fees include all related expenses incurred relating to the cancelled or postponed work and exclude VAT.
- 5.5. We reserve the right to not enforce these fees.

### 5.6. Cancellation fees

#### 5.6.1. Case cancellation

For cancellation of work once the case is confirmed;

 More than 35 working days' notice	50%
 Between 34 and 15 working days' notice	75%
 Less than 14 working days' notice	100%

#### 5.6.2. Charges for Non-attendance at interview/meeting

Per day at agreed day rate

 More than 11 working days' notice	0%
 Between 10 and 5 working days' notice	50%
 Less than 5 working days' notice	100%

### 5.7. Postponement fees

- 5.8. If the client must postpone the job, replacement dates must be agreed with CMP in writing at least 11 working days before the start date and attracts an administration fee of £250.

- 5.9. If the job is postponed within 10 working days of the agreed start date, or if the new dates are not set before the 10-day deadline, the postponement will constitute cancellation, and will be subject to the cancellation fees schedule as stated above in section 4.6, as relevant.

## 6. Confidentiality and Data Protection

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- 6.1. CMP acts as a data controller under the Data Protection act and EU's GDPR, and the client is also a data controller. Each party shall comply with its own regulatory and legal obligations to comply with relevant legislations for processing data.
- 6.2. We have identified that the lawful bases for our data use under this engagement are:
- 🔹 The 'legitimate interest' of the parties and those involved in the services provided
  - 🔹 Compliance with our 'legal obligations'
  - 🔹 Where relevant, to ensure the performance of a 'contract' between us
- 6.3. The parties shall cooperate with each other to ensure mutual compliance under relevant legislation, at the reasonable expense of the party requesting cooperation.
- 6.4. Information obtained by CMP about the client and from the client's employees during and after delivery of the project will be treated by CMP as strictly confidential and sharing restricted as defined in the commissioning phase, except where we are called upon to give evidence in an employment tribunal, or other legal proceedings, where the rights of the Tribunal or court, supersede the obligations of client confidentiality.
- 6.5. The Client will notify CMP of any special requirements regarding confidentiality.
- 6.6. Where applicable, any correspondence with parties from CMP will be sent by email to the address given to us by the party.
- 6.7. CMP and its practitioners are not responsible for keeping parties updated during the delivery of any services. Unless otherwise instructed and agreed the Client's identified contact will be assumed to have kept parties up to date at regular and key intervals.

- 6.8. Your contact details and those of the parties involved in the work, and all reports and papers connected to the case, will be held on our secure case management systems. More details about how we manage data, and information about your rights, can be found in our privacy notice at [cmpsolutions.com/privacy](https://cmpsolutions.com/privacy)

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## **7. Exclusion of liability**

- 7.1. The Client acknowledges that the service provided by CMP is strictly limited to those matters contained in the proposal, which accompanies these Terms and Conditions.
- 7.2. CMP will not be liable to the Client or its employees for any act or omission in the course of delivering our services save in relation to the consequences of conscious and deliberate acts of bad faith.
- 7.3. Following the provision of services, in the event of a practitioner being requested to take part in a subsequent Employment Tribunal, contested court proceeding or appeals process, CMP's daily charges and expenses apply. This includes time spent in preparation; meetings; and attendance at court.
- 7.4. In the event of any CMP employee or subcontractor being requested to take part in a subsequent process, such as legal proceedings or an appeal, CMP's daily charges apply, these fees will include time in preparation, meetings and involvement in the process.

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## **8. Indemnity**

- 8.1. The Client will indemnify CMP against any claim for any act or omission in performance of their work unless the act or omission is grossly negligent, fraudulent or shown to be in bad faith.
- 8.2. Should CMP have to respond to a subject access request or requests to redact reports from the client or person in regard to one of our services, The Client will indemnify CMP against the costs of any subject access requests or redactions required by the client or others in regard to the service. CMP reserve the right to charge at the prevailing day rate for these activities.

## **9. Disputes**

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- 9.1. These terms and conditions shall be governed by English Law and any matters arising in relation to them are subject to the exclusive jurisdiction of the English Courts.