

## Terms of Business

### 1. Professional services

- a) The professional services provided by Madston Black Singapore Pte Ltd ("Madston Black") are executive coaching with a specific focus on performance coaching and group development programmes, as described on our website;
- b) The terms Executive Coach or Facilitator are used as functional titles for the partners or our associates selected by the client for each assignment.

### 2. Fees and Expenses

- a) Fees: Our service fees for each assignment are stated in a specific proposal per assignment and are quoted exclusive of GST unless otherwise indicated. Madston Black individual performance coaching assignments are billed in full at the commencement of the assignment. Madston Black facilitation and programme design fees are billed upon completion of the session or delivery of the programme design scope.
- b) Expenses: Relates to expenses incurred in the delivery of group programmes, individual coaching assignments or facilitation; being specifically, travel, accommodation, out of pocket, venue/equipment hire and associated group programme material. These will be charged at the end of each calendar month, at cost.
- c) Approval: Prior to the commencement of each engagement, expected expenses will be agreed and approved. As the engagement proceeds we will seek approval before providing any additional input incurring any extra costs beyond our original estimate.

### 3. Invoicing and Payment, Cancellation Policy

- a) Invoicing: Madston Black invoices are issued as per 2(a). Accounts are payable within thirty days and we reserve the right to charge interest on unpaid accounts after that period.
- b) Cancellation: Please note that in the case of group programmes, facilitation sessions and key notes being cancelled within 14 days, a 25% cancellation fee will apply, and within 72 hours a 50% cancellation fee will apply, plus full cancellation costs incurred from external suppliers such as venue hire, catering. Cancellations for any programme design and development work undertaken by Madston Black at the request of the client will incur 50% of the agreed fee.

### 4. Electronic mail

We are able to send and receive word processing documents electronically. However, electronic mail is not secure and any documents transmitted may, among other things, be copied, recorded, read or interfered with by a third party while in transit. If asked to transmit any document electronically, the client agrees to release Madston Black from any claim resulting from any unauthorised copying, recording, reading or interference with that document after transmission, for any delay or non-delivery of any document and for any damage caused to your system or any files by a transmission.

### 5. Termination

An agreement may be terminated for any reason by either party with one week's written notice. Despite any termination, costs incurred up to termination and the cost of any work Madston Black is required to do in relation to any agreed projects after termination will be due.

### 6. Intellectual Property Rights

Copyright and all the trade and service marks, business and trade names and other intellectual property rights used or embodied in, or in connection with our materials, methodologies and processes, including the manner in which they are presented, and all information, documentation and manuals relating to them, are Madston Black's property. Any other parties agree not to reproduce or copy our materials, methodologies and processes by any means whatsoever or enter the same into any kind of information retrieval system including any form of computer system, unless specifically approved otherwise in writing by Madston Black.

## 7. Confidentiality and Privacy

Each party entering into an agreement including the participant/s of the sponsor client and Madston Black employees and associates, shall keep confidential and private all information not in the public domain obtained from the other pursuant to an engagement and shall not divulge information to any third party without the prior written consent of the other parties. Each party shall ensure that its servants, agents, employees and associates are bound by the provisions of this clause.

## 8. Indemnity

- a) All services, materials, methodologies, processes and advice are supplied only on the basis that Madston Black incurs no liability to any other party whether in contract or in tort (including negligence) or otherwise in respect of any matter arising out of the use or interpretation of the information thereby derived by us or any other party.
- b) Even though an important focus of our work is the engagement and retention of talent, we cannot guarantee that a coaching or group programme participant will not decide to leave their organisation during the course of our work with them, in which event no liability will be accepted.
- c) All documentation prepared by us represents opinions and must not be relied upon as statements of fact. In particular, while we make efforts to ensure that our materials avoid discrimination based on sex, age and race, no guarantee is given that this will be avoided in any interpretations.
- d) While we will take every care to ensure the accuracy of results and guidelines, our maximum liability in respect of any claim of whatever nature arising out of our services shall be limited to a credit note of the fee for the assignment, but no liability for any indirect or consequential loss (including any loss of profit) will be accepted.