



Terms and Conditions

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.

1. Confirmation of booking

- 1.1 Our standard day is 09:00 to 17:30 with an hour break for lunch. A half day is 4 consecutive hours either morning or afternoon.
- 1.2 CMP reserves the right to charge an additional fee for any hours worked in excess of point 1.1; including out-of-hours; weekend; or Bank Holiday working.
- 1.3 The booking is considered binding and cancellation fees apply, when either we receive written confirmation (i.e. by email) or a returned Commissioning Document (e-mail, fax, or post). CMP agrees to make the appropriate number of practitioners available on dates to be mutually agreed between the Client, the parties/delegates, and CMP.
 - 1.3.1 Written confirmation of public training, webinar and CMP event bookings will be sent from CMP to you within 10 working days of your booking.
 - 1.3.2 Joining instructions for our public training, webinar and CMP events delegates will be sent where possible within 15 working days of the event starting.
 - 1.3.3 Training confirmation includes that the client is willing to print and distribute training materials sent from CMP to all delegates attending the course. CMP can provide this service at additional cost: £10 per delegate for any training courses 3-days or more; £5 per delegate for any training courses 2 days or less. This is subject to VAT and Courier fees.
- 1.4 We require a purchase order form and number for smooth invoicing. Where the Client does not operate a PO system, written confirmation of this is required.
- 1.5 In dispute resolution services, CMP undertakes the appropriate schedule and/or mediation model in good faith. Having started the process as set out in the proposal, the practitioner may recommend revising the schedule/model used. In such instances, CMP reserves the right to re-negotiate the fees and expenses with the Client.

2. Payment of expenses

- 2.1 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.
- 2.2 Although we will endeavour to supply a local practitioner wherever possible, the best match for your needs may not be the nearest practitioner.
- 2.3 CMP will notify the Client of expenses before delivery, according to CMP's terms:

Travel within England, including parking and ancillary charges (tolls). For each return journey: 45p per mile for first 200 miles, 35p per mile thereafter

Travel outside of England, economy flights, travel to and from airport, accommodation, taxis and/or car hire: At cost

Accommodation, inc. breakfast capital cities and overseas: £130 per night

Accommodation, inc. breakfast elsewhere: £80 per night

Subsistence, evening meal: £25; lunch (where not provided): £5
- 2.4 These expenses will be charged unless expressly agreed otherwise. No additional expenses will be claimed.
- 2.5 Where CMP charges a fixed amount for expenses, no receipts are provided.

3. Payment of invoices

- 3.1 Invoices are for payment within 30 days.
- 3.2 CMP issues invoices on completion of delivery 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.
- 3.2.1 For larger packages of work including any holistic packages, we invoice £3,000 on commission of the package and the remainder of the cost will be equally invoiced at the start of each month through the year.
- 3.2.2 Payment for public training courses, webinars and any CMP events is required in advance of the event.
- 3.2.3 Fees for public training courses, webinars and any CMP events include, where applicable, accreditation/endorsement, registration, materials, lunch and refreshment. Accommodation is not included.
- 3.2.4 Self funders can be invoiced in three instalments on request.
- 3.3 Where the services are not paid for in the agreed period any discount will be cancelled and interest charged (at the company's discretion) on any outstanding balances at the Bank of England base rate plus 3% on a monthly basis on all the balances outstanding on the 28th of each calendar month, subsequent to the agreed payment period.

4. Cancellation/postponement/changes to dates/discounts

- 4.1 Our minimum cancellation fee is 50% of the value of the agreed work. Other cancellation fees are charged in accordance with 4.3.1 below if the Client cancels or postpones the work for which dates have been agreed, or changes confirmed dates.
- 4.2 Such fees apply to all our services as a whole or part; including individual party interviews, phone calls, FEDR events, public training programmes, meetings.
- 4.3 Fees include all expenses incurred relating to the cancelled or postponed work and VAT.

4.3.1 Cancellation fees of a complete job once dates have been agreed

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

4.3.2 Non attendance at interview, 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%

- 4.3.3 If the organisation has to postpone the job, replacement dates must be confirmed by the organisation in writing, or the postponement constitutes cancellation. Postponement must be made at least 11 working days before the start of the job and attracts an administration fee of £250. If the job needs to be postponed 10 working days or less, this will be subject to the cancellation fees schedule as stated above in 4.3.1/2 as relevant.
- 4.4 All discounts advertised are solely at the discretion of CMP. Discounts cannot be used in conjunction with any other offer. CMP reserve the right to withdraw discounts at any time and without notice.

5. Confidentiality

- 5.1 Except for Investigation Services, information obtained by CMP from the Client's employees during the course of delivery will be treated by CMP as confidential unless:

- 5.1.1 The employee authorises the disclosure of information to the Client, or;
- 5.1.2 The information suggests a criminal offence, or an action or omission which has, or might, put people at risk
- 5.2 The Client will notify CMP of any special requirements regarding confidentiality. Unless instructed otherwise, CMP will communicate with the parties via the Client's identified contact (usually an HR sponsor).
- 5.3 Any correspondence with parties from CMP will be sent to their work address marked 'private and confidential' unless otherwise instructed.
- 5.4 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. Exclusion of liability

- 6.1 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.
- 6.2 While delivering Mediation Services other than Assisted Mediation, CMP acts solely as a facilitator between parties in dispute and 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 wrong doing.
- 6.3 Excepting Investigation Services (See 7.4), in the event of contested court proceedings taking place, neither the Client nor the parties can call CMP or its practitioners to give evidence during any judicial proceeding.
- 6.4 Following the provision of Investigation Services, in the event of an investigator being requested to take part in a subsequent Employment Tribunal, contested court proceeding or appeals process, CMP's daily charges apply. This includes time spent in preparation; meetings; attendance at court.

7. Privilege

- 7.1 Except Investigation Services, the Client shall not rely on or introduce as evidence in any subsequent arbitral or judicial proceedings, or internal processes, any views expressed or suggestions made by CMP or its practitioners in the course of our work.

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 negligent, fraudulent or shown to be in bad faith.

9. Locations

- 9.1 The Client will provide suitable neutral locations as outlined in CMP's Guidance notes.
- 9.2 CMP reserves the right to cancel delivery where the venue is deemed unsuitable for the delivery to take place and to charge the client as outlined in section 4.