Terms & Conditions

Terms and Conditions for the supply of SYCOL Ltd services | November 2026

1. Interpretation and agreement

1.1 These Terms and Conditions ("Conditions") govern the supply of consulting, leadership development, facilitation, coaching, programme and related services ("Services") by SYCOL Ltd (company number 05484049; "SYCOL") to the organisation or organisation group identified in the accepted order ("Client").

1.2 "Proposal" means the written description of Services submitted by SYCOL; "Order" means the Client’s accepted order or other written agreement confirming the Services, fees, deliverables and duration; "Contract" means the Proposal, accepted Order and these Conditions. "Deliverables" means the outputs specified in the accepted Order.

1.3 "Business Day" means a day other than a Saturday, Sunday or public holiday in England and Wales on which banks in London are open for business. "Charges" means the fees and reimbursable expenses payable under the Contract. "SYCOL Materials" means methodologies, content, tools, frameworks, training materials, software and other materials supplied by SYCOL.

1.4 Where an accepted Order expressly sets out a different arrangement for a particular matter, that written agreement will take precedence for that matter, except where the parties expressly agree otherwise. Terms used in the singular include the plural and vice versa where the context permits. References to laws include amendments and replacements.

2. Formation of contract

2.1 A proposal or quotation does not, of itself, create a binding contract. A Contract is formed when SYCOL accepts the Client’s Order in writing or both parties otherwise record written agreement. The commencement date is as specified in the accepted Order or, if none is stated, the date of acceptance.

2.2 Unless otherwise agreed in writing, a quotation remains open for acceptance for ten Business Days. Illustrations, case studies, website descriptions and other marketing information describe the general nature of services but do not form part of an Order unless expressly incorporated.

2.3 These Conditions apply to the Contract and supersede other standard terms put forward by the Client unless SYCOL expressly agrees otherwise in writing.

3. Services and delivery

3.1 SYCOL will provide the Services substantially in accordance with the agreed Proposal and Deliverables, exercising reasonable care and skill.

3.2 Dates and milestones are estimates unless the accepted Order expressly makes a date binding. SYCOL may make reasonable non-material adjustments to delivery where required by law, safeguarding, availability or the Client’s circumstances and will communicate material changes.

3.3 The Client acknowledges that consulting and leadership interventions are collaborative. Specific organisational outcomes depend on matters including information supplied, leadership decisions, implementation and circumstances beyond SYCOL’s control. SYCOL does not warrant a particular level of revenue, engagement, performance or other business result unless an expressly defined deliverable is agreed in writing.

4. Client responsibilities

4.1 The Client will provide accurate information, timely decisions, appropriate personnel and access to premises, systems and materials reasonably necessary to perform the Services. The Client will communicate agreed arrangements to its participants, cooperate in scheduling and enable relevant decision-makers to take part.

4.2 The Client will obtain any necessary permissions before supplying personal data or third-party material, comply with applicable policies, and keep supplied SYCOL Materials secure. Materials must not be published, resold, transferred or used beyond the licence stated in clause 6.

4.3 If the Client delays, fails to provide necessary information, or otherwise prevents delivery, SYCOL will notify the Client where reasonably practicable. The parties will agree appropriate changes to the schedule or scope. SYCOL may charge agreed additional costs and is not responsible for delay to the extent caused by the Client's failure.

5. Charges, expenses and payment

5.1 The Charges, currency, instalment dates and scope of any reimbursable expenses are those specified in the accepted Order. Prices exclude VAT unless the accepted Order says otherwise. VAT will be added where applicable.

5.2 Unless stated otherwise in the accepted Order, invoices are payable within 30 days of the invoice date in cleared funds to the account notified by SYCOL. For multi-year programmes, instalments and billing dates will be as set out in the accepted Order.

5.3 Reasonable travel, accommodation, mileage, parking and other pre-agreed costs of delivery may be charged where provided for by the accepted Order. Additional services, changes to scope or extra sessions require the parties' written agreement on charges before the work is undertaken.

5.4 Where payment is overdue, SYCOL may charge simple interest at 4% per annum above the Bank of England base rate, subject to applicable law, and may suspend further delivery after giving reasonable written notice. Any disputed invoice should be raised promptly and in good faith; undisputed sums remain payable.

5.5 Payments must be made without set-off or deduction except as required by law.

6. Intellectual property and licence

6.1 SYCOL retains ownership of its pre-existing and independently developed methodologies, frameworks, know-how, training content, intellectual property and SYCOL Materials. The Client retains ownership of materials it supplies.

6.2 Subject to full payment of the Charges, SYCOL grants the Client a perpetual, non-exclusive, non-transferable licence to use the Deliverables and SYCOL Materials provided under the Contract internally for the purposes agreed in the Order. No licence is granted to resell, commercially exploit, sublicense, publish or distribute the materials to third parties without prior written permission.

6.3 The Client grants SYCOL a non-exclusive licence during the Contract to use and adapt Client-provided materials solely as reasonably necessary to provide the Services. Confidentiality and data protection obligations continue to apply.

7. Data protection

7.1 The parties will comply with applicable UK data protection law, including the UK GDPR and Data Protection Act 2018, as amended by subsequent legislation including the Data (Use and Access) Act 2025 where applicable.

7.2 Each party acts as an independent controller for personal data it processes for its own business administration and contractual relationship. Where SYCOL processes personal data only on the documented instructions of the Client as processor, the parties will agree an appropriate data processing addendum meeting the requirements of Article 28 of the UK GDPR before the relevant processing begins.

7.3 SYCOL will maintain appropriate technical and organisational safeguards, limit access to authorised persons, take reasonable steps to protect confidentiality, and inform the Client without undue delay of a personal data breach where required under the applicable processing arrangement.

7.4 Each party will assist the other as reasonably necessary to fulfil applicable rights and regulatory obligations. The Client is responsible for identifying a lawful basis for personal data it supplies and for giving appropriate notices where it acts as controller.

7.5 Where an applicable processing addendum conflicts with this clause on the parties' controller/processor duties, the addendum takes priority for those purposes.

8. Confidentiality

8.1 Each party will protect confidential business, operational, participant and personal information received in connection with the Services and will use it only for performing or receiving the Services and related lawful purposes.

8.2 Confidential information may be disclosed to employees, advisers, associates and subcontractors who have a genuine need to know and are bound to confidentiality, and where disclosure is required by law or a competent authority.

8.3 Confidentiality does not apply to information already lawfully public, independently developed without using the other party's confidential information, or lawfully obtained from another source without confidentiality restrictions. These obligations continue for five years after termination, without limiting any longer protection required by law or trade-secret obligations.

9. Liability

9.1 Nothing in the Contract excludes or limits liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any liability that cannot lawfully be excluded or limited.

9.2 Subject to clause 9.1 and to the fullest extent permitted by law, neither party is liable to the other for indirect or consequential loss, loss of anticipated savings, lost contracts or opportunities, or loss of goodwill arising from the Contract.

9.3 Subject to clause 9.1, SYCOL's aggregate liability arising from the Contract, whether in contract, tort or otherwise, will not exceed the total Charges paid or payable under the Contract. This limit does not reduce the Client's payment obligations or any liability the law does not permit to be limited.

9.4 Any implied contractual terms are excluded only to the extent permitted by law. This clause continues to apply after the Contract ends.

10. Term, cancellation and termination

10.1 The Contract continues for the agreed term unless ended earlier in accordance with its terms. The specific cancellation, postponement and early termination arrangements in the accepted Order prevail where expressly agreed.

10.2 Either party may terminate by written notice if the other commits a material breach and, where that breach can be remedied, fails to remedy it within 30 days after written notice. Either party may terminate immediately if the other becomes insolvent or enters an equivalent formal process.

10.3 SYCOL may suspend delivery or terminate after written notice where material Charges remain unpaid beyond their due date, subject to applicable law.

10.4 For a multi-year programme, including an agreed three-year commitment, fees or instalments falling due after cancellation remain payable only to the extent expressly agreed in the accepted Order and permitted by law. Termination does not remove accrued payment obligations or other accrued rights.

10.5 On termination the Client must pay all undisputed amounts properly due for Services supplied, authorised expenses and agreed cancellation charges; the parties will return or destroy confidential material where reasonably required, subject to lawful retention and existing licensed rights.

10.6 Terms intended to survive termination, including confidentiality, intellectual property, payment, data protection, liability and dispute provisions, continue to apply.

11. General

11.1 Events beyond reasonable control

Neither party is responsible for failing to perform a non-payment obligation because of events beyond its reasonable control. The affected party will give notice where practicable and use reasonable efforts to mitigate the effects.

11.2 Assignment and subcontracting

SYCOL may subcontract elements of delivery while remaining responsible for its contractual obligations. Neither party may assign the Contract without the other party’s prior written consent, not to be unreasonably withheld, except to a successor to substantially all of its relevant business where performance is unaffected.

11.3 Entire agreement and variation

The Contract constitutes the entire agreement about its subject matter and replaces prior negotiations. No variation is effective unless agreed in writing by authorised representatives. Nothing excludes liability for fraud.

11.4 Waiver and severability

A failure or delay to enforce a provision is not a waiver. If a provision is held unenforceable, the remaining provisions continue in force and the parties will interpret the affected provision to the minimum extent needed to make it lawful.

11.5 Notices

Notices must be in writing and sent to the postal or email addresses specified in the accepted Order. Notices to SYCOL may also be sent to **accounts@sycol.com** unless another contract address is specified. Email notices are treated as received on the next Business Day after sending, unless a delivery failure notification is received.

11.6 Third party rights

Unless expressly stated otherwise, no person who is not a party to the Contract has a right to enforce it under the Contracts (Rights of Third Parties) Act 1999.

11.7 Governing law and jurisdiction

The Contract and any related non-contractual dispute are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction.

Issued by SYCOL Ltd | November 2026