

TERMS AND CONDITIONS OF BUSINESS

1. Definitions and Interpretation

In these Terms and Conditions:

“Contract” means the agreement between the Contractor and the Customer for the provision of the Services, comprising these Terms and Conditions and any quotation or proposal accepted by the Customer.

“Contractor” means HeawardSports Ltd., trading as Heaward Solutions.

“Customer” means the organisation purchasing the Services, acting in the course of business and not as a consumer.

“Services” means the services to be provided by the Contractor as set out in the agreed quotation or proposal.

“Associates” means third parties engaged by the Contractor to assist in the delivery of the Services.

“Subscription” means any recurring, subscription-based product or service provided by the Contractor.

“Work Programme” and **“Retainer”** have the meanings set out in clauses 8 and 9, respectively.

Headings are for convenience only and shall not affect interpretation. Words in the singular include the plural and vice versa.

2. Formation of Contract

A Contract is formed when the Customer accepts a written quotation or proposal issued by the Contractor. All Contracts are subject exclusively to these Terms and Conditions, which supersede all prior agreements, discussions, or correspondence. Any other terms are excluded unless expressly agreed in writing by the Contractor before commencement of the Services.

3. Provision of Services

The Contractor shall provide the Services, either directly or through selected Associates, with reasonable skill and care and in accordance with the agreed scope.

Where the Customer requests a change to the scope of the Services, any impact on fees, timelines, or deliverables shall be agreed in writing before implementation.

For all fundraising activity, the Customer must review and approve all applications, bids, or campaign materials before submission or publication. The Contractor shall not be liable for missed deadlines resulting from delayed approval.

4. Scope of Services

The Contractor may provide one or more of the following Services as agreed:

- Research and preparation of bespoke funding reports.
- Bid readiness and case-for-support development.
- Preparation of funding applications and fundraising campaigns.
- Development of organisational, fundraising, and related strategies.
- Provision of digital tools and platforms including Not For Profit INSIGHT, IMPACT, and INFORM.
- Consultancy, training, mentoring, and coaching services.
- Attendance at meetings necessary to deliver the Services.

The Contractor does not guarantee the success of any fundraising activity. Funding decisions rest solely with third-party funders and are influenced by factors outside the Contractor's control.

5. Customer Responsibilities

The Customer shall provide all information, approvals, and assistance reasonably required by the Contractor in a timely manner. Unless otherwise agreed, information requests must be fulfilled within fourteen (14) days.

The Contractor shall not be responsible for the accuracy or completeness of information supplied by the Customer.

6. Delays

The Contractor shall not be liable for delays caused by:

- Failure of the Customer to respond promptly or provide required information;
 - Changes to external deadlines or criteria;
 - Actions or inactions of third parties beyond the Contractor's control.
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7. Unscheduled Additional Work

Where additional work outside the agreed scope becomes necessary, the Contractor shall notify the Customer and provide an additional quotation. If the Customer declines and the project cannot reasonably proceed, the Contractor may terminate the Contract and shall be entitled to payment for all work completed to date.

8. Contract Period and Work Programmes

The Contract period shall be as stated in the agreed quotation and represents the minimum engagement period.

A **Work Programme** is a package of multiple services delivered over a fixed period. Any discount applied is conditional on completion of the full programme. Failure to complete the programme renders the discount void.

9. Retainers

A **Retainer** is an advance purchase of a fixed amount of Contractor time per month on an ongoing basis.

- Work must be requested with a minimum of fourteen (14) days' notice.
 - Unused time may be deemed spent one calendar month after purchase.
 - Retainers renew automatically unless cancelled in accordance with clause 15.
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10. Subscriptions and Digital Services

Access to subscription-based services is provided for the duration of the paid Subscription. Minimum terms are:

- Not For Profit INSIGHT: one month (monthly) or twelve months (annual).

- Not For Profit IMPACT: twelve months.
- Success Club: no minimum term.

Customer data may be downloaded up to the expiry date. Following expiry, the Contractor may permanently delete data.

11. Fees and Payment

All fees are exclusive of VAT. Invoices are payable within fourteen (14) days of issue.

Invoices for work under £500 are payable in advance. For other Services, payment schedules shall be agreed in writing.

Subscription payments renew automatically at the end of each subscription period unless cancelled.

12. Annual Price Review

The Contractor may review fees annually with effect from 1 April. Any increase will reflect changes in delivery costs or inflation and will not apply retrospectively. At least thirty (30) days' written notice will be given. Continued use of Services after the effective date constitutes acceptance.

13. Expenses

Mileage will be charged at £0.45 per mile. Other agreed expenses will be recharged at cost with prior written approval.

14. Late Payment and Debt Recovery

Statutory interest will accrue on overdue amounts at 8% per annum above the Bank of England base rate in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. The Contractor may suspend Services or terminate the Contract for persistent late payment. All reasonable debt recovery costs shall be payable by the Customer.

15. Suspension and Termination

Either party may suspend performance immediately by written notice where circumstances materially affect performance, material information has been withheld, or invoices remain unpaid fourteen (14) days after due date.

The Contractor may terminate the Contract if suspension exceeds fourteen (14) days.

16. Customer Cancellations

No cancellation is permitted for one-off commissions under one month once work has commenced.

Retainers and Work Programmes may be cancelled without fault on one full calendar month's notice from the next payment date. Abortive work completed prior to notice may be charged. Discounts become void. No refunds are payable except where cancellation results from the Contractor's material breach.

17. Effects of Termination

Upon termination, all fees and expenses due up to the termination date become immediately payable. Termination does not affect accrued rights.

18. Force Majeure

Neither party shall be liable for failure or delay caused by events beyond reasonable control, including natural disasters, war, governmental action, or industrial disputes.

19. Limitation of Liability

The Contractor's total liability arising from the Contract shall be limited to the total fees paid under the Contract. Nothing limits liability for death or personal injury caused by negligence, fraud, or any liability that cannot be excluded by law.

20. Intellectual Property

Except for Not For Profit INSIGHT and IMPACT, all Intellectual Property Rights created specifically for the Customer shall vest in the Customer upon full payment. Pre-existing materials, methodologies, and templates remain the Contractor's property.

For INSIGHT and IMPACT, all Intellectual Property Rights remain with the Contractor. Customer data remains the Customer's property.

The Contractor may reference anonymised work for marketing purposes unless otherwise agreed.

21. Confidentiality and Data Protection

Each party shall keep confidential all non-public information. The Contractor shall comply with UK GDPR and its published Privacy Policy. Each party acts as an independent data controller unless otherwise agreed in writing.

22. Notices

Notices must be given in writing by email or prepaid post to the addresses notified by the parties. Email notices are deemed received on the next working day.

23. General

If any provision is held invalid, the remainder shall continue in force. Failure to enforce any right is not a waiver. The Contracts (Rights of Third Parties) Act 1999 does not apply.

24. Governing Law

These Terms and Conditions are governed by and construed in accordance with English law, and the courts of England and Wales shall have exclusive jurisdiction.