

## **1 General**

1.1: The terms and conditions below apply to all services provided by Kenny Mammarella-D'Cruz Ltd ("KMDC") to \*\*\*\* ("The Client") and constitute the contract for services to be provided by "KMDC" for the client.

1.2: In return for the fees payable by "The Client", "KMDC" agrees to provide its services in accordance with the terms and conditions set out below.

1.3: Where a third party is paying the fees, "The Client" is still responsible for ensuring fees are paid, as per these Terms and Conditions.

1.4: The date of the initial session shall be deemed to be the start date of the services. If this initial session requires additional time, it will be charged at our hourly rate (to the nearest fifteen minutes) and agreed upon before the additional time is engaged in.

1.5: Where "The Client" is unhappy with any of these terms and conditions, they are invited to contact "KMDC" to discuss their concerns towards full resolution before their first session.

1.6: Receipt of our signed contract, constitutes acceptance of these terms and conditions.

1.7: Where a session is to be held via telephone, Zoom, or Skype, "The Client" is responsible for making contact, at the agreed time, as well as for all costs and expenses.

1.8: Where sessions require travel beyond the M25 area, "The Client" is responsible for travel / accommodation expenses, as discussed and agreed before making a booking. Where the sessions are within the M25 area, "KMDC" will not charge for travel expenses.

1.9: Room hire fees are not applicable for group work, or at the premise of a third party, as the third party will receive payment on behalf of "KMDC" which will cover this cost.

## **2 Services**

2.1: "KMDC" offers personal and professional consultancy services, offering ideas towards personal insight, tools and techniques to improve daily life. He enquires and explores options and outcomes, but does not offer advice to adults or children. (Children under 18 require written consent from their main caretaker).

## **3 Fees**

3.1: A one-to-one 12 hour consultancy package is £175+VAT per hour, paid in advance in full before beginning our work together. If you'd prefer to 'pay as you go', this is £225+VAT, also paid in advance before each session.

3.2: 12 hours consultancy packages are valid for a 9 month period, after which time any remaining hours will expire and not be carried over, unless agreed otherwise in writing.

3.3: Emails, phone calls, Zoom, Skype, WhatsApp, texts, etc. are charged at our agreed hourly rate, or by the agreed retainer rate. These are charged by the minute and rounded up to the nearest five minutes.

3.4: Said fees are subject to change, with details stated at least 28 days in advance before new contracts are entered into.

3.5: Our annual fee review date is 28<sup>th</sup> August (Kenny's birthday!) and all fee changes will be advised at least 28 days in advance, in writing or by email, for "Client" confirmation prior to continuation of our services.

## **4 Payment Terms**

4.1: Fees can be paid by bank transfer:

The Co-operative Bank p.l.c. (PO Box 101, 1 Ballon Street, Manchester, M60 4EP)

Kenny Mammarella-D'Cruz Ltd, Sort Code 08-92-50, Account No. 70908404

IBAN: GB84 CPBK 0892 5070 9084 04

BIC: CPBKGB22

via <https://transferwise.com/> for international payments, or by standing order if a retainer has been agreed.

4.2: Fees are payable in advance of each session / package, unless otherwise agreed in writing. Where payment has not been received by "KMDC" in advance of a session, "KMDC" is not obliged to provide the session.

4.3: Where payment is agreed on receipt of our invoice rather than in advance, a compound interest charge of 8% per annum will be levied for late payment (Late Payment of Commercial Debts - Interest - Act 1998).

## **5 Receipts**

5.1: Receipts will be sent via email, unless “The Client” requests otherwise, in writing. Should “The Client” require specific wording on a receipt, it is invited on placement of the booking, with the correct company details for client accounts.

## **6 Appointments**

6.1: If “The Client” is late for an appointment, the session will still end at the agreed end time, and “KMDC” will charge from the agreed beginning time.

## **7 Rearranging Sessions**

7.1: Both “The Client” and “KMDC” have the right to re-arrange the session due to unforeseen circumstances.

7.2: “The Client” can rearrange a session time once, with three working days notice; a second rearrangement, or rearrangements with less than three working days notice incurs a cancellation fee as outlined below.

7.3: In exceptional circumstances “KMDC” may need to rearrange a session. In those instances “KMDC” will endeavour to give “The Client” at least three working days notice.

## **8 Cancellation**

8.1: In the event of cancellation by “The Client” in less than 10 working days before the agreed start time, a charge of 50% of the agreed fee will be retained. The other 50% will be returned to “The Client”.

8.2: In the event of cancellation by “The Client” in less than 5 working days before the agreed start time, a charge of 75% of the agreed fee will be retained. The other 25% will be returned to “The Client”.

8.3: For cancellations of less than 48 hours, the full fee will be retained.

## **9 Early Termination**

9.1: In exceptional circumstances such as illness, or unavailability due to bereavement, or inappropriate behaviour by “The Client”, “KMDC” may decide to terminate the service to “The Client” early, or be unavailable to provide further sessions to “The Client”.

9.2: Under such circumstances “KMDC” will communicate the reason for said early termination with “The Client” in writing.

## **10 Confidentiality**

10.1: "KMDC" will treat all information divulged by, or discussed with "The Client" with the utmost of respect and confidentiality. "KMDC" will not divulge any part thereof to any third party, according to the Data Protection Act 1998 (excluding the police or a legal body under very extreme circumstances of danger / abuse of a vulnerable person).

## **11 Responsibilities**

11.1 : Any suggestions and options offered by "KMDC" are made in good faith. Remarkable results can be achieved if "The Client" chooses to make conscious choices in a committed way. However, "The Client" has sole responsibility for making their decisions in their life and business. "KMDC" does not offer advice or instruction.

11.2 : As it is the decision of "The Client" to either follow said suggestions or not. "KMDC" cannot accept responsibility or liability for the consequences of the decisions of "The Client", nor can "KMDC", or the agents of "KMDC" be held liable for any loss or cost incurred by "The Client", or any person related to or associated with "The Client", as a result of any services received from "KMDC".

11.3 : In the unlikely event that any breach of duty is established, "KMDC" will be limited in liability to a refund of the fees received.

## **12 Referrals**

12.1 : "KMDC" may recommend the services of other professionals if it feels it appropriate to "The Client's" desired outcomes. These services are offered without liability, obligation or redress to "KMDC" or its employees.

## **13 Governing Law**

13.1 : This contract is governed by the law of England, whose courts have exclusive jurisdiction in relation to any dispute, disagreement, proceedings or legal claim of any nature relating to the service provided or the contract, unless we have specifically agreed in writing otherwise.

13.2 : Where services are provided beyond England or online, this contract will be governed by the laws of England.

## **14 Advice**

14.1 : The Client should also note that working with "KMDC" is not a substitute for the advice of a medical doctor, a psychiatrist, a psychotherapist, a counsellor, an accountant, a lawyer, an architect, a surveyor, or other qualified specialist. Any suggestions made by "KMDC" do not constitute legal or professional advice, neither is it intended to be.

## 15 **Feedback**

15.1: Feedback is invaluable to the KMDC Consultancy and very welcome. All feedback about the services of “KMDC” can be given during or after a session (time permitting) or via email to [kenny@themanwhisperer.co.uk](mailto:kenny@themanwhisperer.co.uk).

Signature:

Kenny Mammarella-D’Cruz