

Terms of Business

1. Definitions

- 1.1. "Service Provider" shall mean the person accepting the assignment from NCA and instructed to carry out the assignment as specified;
- 1.2. "Requester" shall mean the person who has requested for the service;
- 1.3. "Customer" shall mean the person who is paying for the service provided;
- 1.4. "Client" shall mean the person who is receiving the service provided;

2. Requests

- 2.1. When a Request is made via the website, through email, fax or post, or via a telephone or textphone call, it will be checked, acknowledged and prioritised according to the timeframe between the request and the event date/time;
- 2.2. When the Request is received, it is taken that the Requester acknowledges and accepts NCA's rates and terms of business, and is prepared to commit to a booking if one is made;
- 2.3. The Requester is responsible for ensuring that the details given in the Request is correct, including ensuring that payment will be made for any invoice that has been sent;
- 2.4. If no acknowledgement is given, then the Requester should contact NCA to obtain acknowledgement;
- 2.5. A Request is not for the purposes of checking availability of any service provider without preparing to make a commitment to a booking;
- 2.6. If the Requester has preference for a service provider, or would like to check the name of the service provider prior to confirmation of booking, this should be mentioned at the Request stage. NCA cannot accept liability if a booking is refused on the basis of the selection of service provider;

3. Availability

- 3.1. All services offered by NCA are subject to availability;
- 3.2. As demand for services offered exceeds supply, this will inevitably lead to no availability for some requests;
- 3.3. If in the event there is no availability for a request, NCA takes no liability for failure to provide a service;
- 3.4. NCA adheres to various external Codes of Ethics when operating. This applies to the allocation of Service Providers to assignments using means of appropriate qualifications and skills required for the assignment;

4. Confirmations

- 4.1. Once a Service Provider is booked, a confirmation will be sent to the Requester;
- 4.2. This confirmation can be in the form of an email, a fax, a text message, or a Minicom/phone call;
- 4.3. This confirmation will state that a service provider has been booked;
- 4.4. Once the Requester receives a confirmation, this is taken as a booking that has been made;
- 4.5. It is the responsibility of the Requester to check details on the confirmation and to notify NCA of any amendments necessary prior to the assignment taking place. NCA will not accept liability for any mistakes or omissions found in the confirmation;

5. Preparation

- 5.1. It is always useful and sometimes essential for Service Providers to receive preparation notes prior to an assignment. Please submit to NCA any materials such as briefing information, agenda, minutes, notes, handouts or scripts at least 3 working days prior to an assignment unless the assignment is short notice – in this case alternative arrangements should be made;

6. Assignment

- 6.1. NCA does not accept liability in the event that the Service Provider fails to attend the assignment under unavoidable circumstances;
- 6.2. Customers are liable for the health and safety of Service Providers assigned and in this nature Customers are also responsible for any public liability insurance required for the event;
- 6.3. For professional development reasons, a request may be made to Clients for the event to be videotaped or for a trainee Service Provider to shadow the assigned Service Provider. This will not take place until permission is given by the Customer and/or Client(s);

7. Cancellations

- 7.1. If a booking is cancelled by the Requester or the Customer, cancellation fees will be charged as follows:
 - 7.1.1. Notice of ten full working days or less – full fee (all inclusive)
 - 7.1.2. Notice of eleven working days or more – no fee
- 7.2. If a booking is amended to a point where the date or time or venue is changed, this will be treated as a cancellation and a new request will be created;

8. Feedback

- 8.1. Feedback is always appreciated from any assignments. This helps us to monitor the standard of our services;
- 8.2. A feedback form may be given by NCA or the Service Provider(s) for the Customer and/or the Client to fill in and return;

9. Payment

- 9.1. On completion of an assignment, an invoice will be sent to the Customer in either hard copy or electronic format;
- 9.2. The amount payable must be paid within 28 days of the date printed on the invoice;
- 9.3. Overdue payment will result in a reminder fee of 10% plus VAT being added on each repeat invoice every 28 days from the first day of the late period;

10. Complaints

- 10.1. Any complaint or dispute in connection with the service provided by NCA shall be notified to NCA no later than 21 days from the last day of the assignment – by any communication means necessary;
- 10.2. Acknowledgement of the complaint will be given within 5 working days;
- 10.3. A formal response will be given within 10 working days;
- 10.4. If the matter is still unresolved then it will be passed to an external body/authority for investigation and resolution;