NAVIGATE

Terms of business

Navigate Consultancy Ltd, trading as Navigate • Version 1.2, 24 Nov 2026

1. About us and this agreement

1.1 "We", "us" and "Navigate" mean Navigate Consultancy Ltd, a company registered in England and Wales with number 17591304, whose registered office is at Navigate House, 7 Albright Close, Pocklington, York, East Riding of Yorkshire, YO42 2PE. "You" means the client named in the engagement letter.

1.2 The agreement between us is made up of the engagement letter (including its fee schedule) and these terms. If they conflict, the engagement letter prevails. Your own purchase order terms do not apply, even if you issue a purchase order for our invoices.

1.3 The agreement starts when you sign the engagement letter or when we start work at your request, whichever is earlier.

2. Our services

2.1 We will provide the services described in the engagement letter (the "Services") with the reasonable skill and care of an experienced consultancy, using the people named there. We may change who works on the Services only with your agreement, which you will not unreasonably refuse.

2.2 We advise and support. Decisions about your business, and how you act on our advice, remain yours. We do not guarantee any particular result, saving or level of growth, other than as stated in a shared savings schedule for the purpose of calculating our fee.

2.3 We do not provide legal, tax, audit, regulated financial or food safety certification advice. Where those are needed we will say so, and you should take advice from a suitably qualified adviser.

2.4 We may use suitably qualified associates to help deliver the Services, with your agreement. We remain responsible for their work.

2.5 Where we help put our recommendations into practice, what we will do is set out in the engagement letter. Otherwise, implementation, supplier appointments, employment decisions, financial commitments and regulatory compliance remain yours.

3. Your part

3.1 You will give us, on time: access to the people, information, data, systems and sites we reasonably need; a named contact with authority to make decisions; and accurate, complete information. You will tell us promptly about any change in your business that may affect the Services.

3.2 When we visit your sites, you will tell us about your health, safety, hygiene and security rules and give us any induction needed, and we will follow them.

3.3 If you do not do these things, we are not responsible for any resulting delay, and we may charge for time lost as agreed under clause 5.

3.4 We may rely on the information you give us. We are not responsible for errors caused by it being inaccurate, incomplete or misleading, unless we should reasonably have noticed the problem.

4. Fees, expenses and payment

4.1 Our fees are set out in the engagement letter, using one of our three ways to work: fixed fee, shared savings or retainer.

4.2 Expenses are charged as stated in the engagement letter: either a fixed rate per person per on-site day for your location, or actual costs for travel, accommodation and subsistence, without mark-up.

4.3 All fees and expenses are exclusive of VAT, which is added at the applicable rate.

4.4 Unless the engagement letter says otherwise, invoices are payable within 14 days of the invoice date, by bank transfer to the account shown on the invoice.

4.5 If you dispute part of an invoice, tell us within 5 business days with your reasons and pay the undisputed part on time. We will work with you to resolve it quickly.

4.6 If an invoice is not paid on time, we may charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998, and, after giving you 14 days' written notice, pause the Services until payment is made.

5. Changes

5.1 Either of us may ask to change the scope or timetable. We will confirm any effect on fees and timing in writing (email is enough) before the change is made. Nothing changes until we both agree.

6. Confidentiality

6.1 Each of us will keep the other's confidential information confidential, use it only for the Services and share it only with people who need it for the Services and are bound by similar duties. This does not apply to information that is public (other than through a breach of this clause), already known to the receiving party, independently developed, or that must be disclosed by law or a regulator.

6.2 This clause continues for three years after the agreement ends. Any non-disclosure agreement already signed between us continues alongside it.

6.3 We will not name you as a client, or describe the work, without your written agreement.

7. Data protection

7.1 Each of us will comply with UK data protection law. Each of us is a separate controller of the business contact details we exchange.

7.2 If we process personal data on your behalf as your processor (for example employee or customer data within datasets you share), we will: act only on your documented instructions; keep it secure and confidential; use sub-processors only with your agreement; help you respond to individuals' requests and data breaches; delete or return it when the Services end; and give you the information you need to show compliance. Please share only the personal data we need, anonymised where possible.

8. Intellectual property

8.1 Once you have paid for them, you own the reports, plans, models and other deliverables we produce specifically for you, and may use them for your own business.

8.2 We keep ownership of our existing know-how, methods, frameworks, templates, tools and materials, and of general skills and experience gained during the work. Where any of these are included in your deliverables, you have a free, permanent, non-exclusive licence to use them for your own business.

8.3 You keep ownership of your data and materials, and give us permission to use them to provide the Services.

9. People and suppliers

9.1 During the Services and for 12 months afterwards, neither of us will directly offer employment or engagement to the other's employees or associates who worked on the Services, without the other's agreement. General recruitment advertising is not a breach.

9.2 Where we review suppliers, run tenders or negotiate for you, we will agree the approach with you first. You choose your suppliers, approve the terms and sign the supplier contracts, which are between you and the supplier.

9.3 Neither of us will go round the other to avoid a fee or entitlement under the agreement. In particular, you will not avoid our share of savings by moving purchases to another supplier, group company or intermediary, or by renegotiating or replacing a contract we secured, while you keep the benefit of the saving.

10. Liability

10.1 Nothing in this agreement limits liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for anything else that cannot be limited by law.

10.2 Subject to clause 10.1, neither of us is liable to the other for loss of profit, revenue, business, goodwill or anticipated savings, or for any indirect or consequential loss.

10.3 Subject to clause 10.1, our total liability under or in connection with the agreement is limited to the total fees paid to us under the engagement letter in the 12 months before the claim arose or £100,000, whichever is greater.

10.4 We hold professional indemnity insurance and will provide evidence on request.

11. Ending the agreement

11.1 Either of us may end the agreement as set out in the engagement letter and its fee schedule.

11.2 Either of us may end it immediately by written notice if the other: commits a serious breach that is not put right within 30 days of notice; or becomes insolvent, enters administration or liquidation, or stops trading.

11.3 When the agreement ends, you will pay for Services performed and expenses incurred up to that date, together with any amounts due under the fee schedule on ending (including the early-ending amount for fixed fee work, and our share of savings from actions already implemented or committed for shared savings work). Clauses 4, 6, 7, 8, 9, 10 and 13 continue after the agreement ends.

12. Events outside our control

12.1 Neither of us is responsible for delay or failure caused by events outside our reasonable control, such as severe weather, illness, transport disruption or failure of third-party systems. The affected party will tell the other promptly and do what it reasonably can to limit the effect. If an event lasts more than 60 days, either of us may end the agreement by written notice.

13. General

13.1 We will tell you promptly about any conflict of interest we become aware of, and agree with you how to manage it, for example by changing who works on the Services or by declining the work. You will tell us about any restrictions or conflicts you know of that are relevant to the Services.

13.2 Each of us will comply with the Bribery Act 2010 and the Modern Slavery Act 2015.

13.3 We are independent contractors. Nothing in the agreement creates employment, partnership or agency.

13.4 Neither of us may transfer the agreement without the other's written consent, except that we may transfer it to a successor to our business on notice.

13.5 The agreement is the whole agreement between us about its subject. Changes must be agreed in writing (email is enough). If any part is found unenforceable, the rest continues.

13.6 Notices may be given by email to the contacts named in the engagement letter.

13.7 Only you and we have rights under the agreement.

13.8 If a dispute arises, senior people from each side will meet within 14 days to try to resolve it, and may then try mediation before going to court.

13.9 The agreement is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.