

“...If we desire respect for the law, we must first make the law respectable...”

Louis Brandeis

METRICA Legal Statement

This statement applies to all of METRICA Group's:

- Employees
- Clients
- Candidates
- Business Associates and Partners
- Third Party Vendors, and
- Website users

This policy describes the organisation's objectives and policies regarding our website.

What Does this Statement Cover ?

We at the METRICA Group take our commercial responsibilities very seriously. This policy explains and sets out:

- Who we are
- The METRICA Group's website
- A legal disclaimer for the website

Who Are We ?

We are the METRICA Group, the trading name of twinned companies:

- METRICA Consulting LLP, and
- METRICA Coaching Ltd

Companies House numbers OC425954 and 14540612, respectively.

The registered address for both companies is:

71-75 Shelton Street, London WC2H 9JQ

Our contact details are:

- admin@metrica.uk
- www.metrica.uk
- Switchboard: +44 (0) 20 3728 6199
- 24 Hour line: +44 (0) 7771 357 423

Together we provide products and services to ambitious individuals and organisations alike, across the following five specialisms:

- Financial Markets Insights
- Business & Board Advisory
- Corporate Culture & Values
- Executive Coaching & Learning
- Career Hub & Services

For a detailed list, please see our website, or contact us directly.

The METRICA Group Website

The METRICA Group website (the 'Site') comprises content related to the business and operations of the METRICA Group, and its business associates and partners.

The content on this Site is owned and operated by the METRICA Group.

By using this Site, you are agreeing to be bound by the following terms and conditions:

- The information on this Site is intended to furnish users with general information on matters which they may find to be of interest
- While every effort has been made to offer current and accurate information, errors can occur
- Furthermore, this Site may contain direct, or indirect references to certain laws and regulations. Laws and regulations will change over time and should be interpreted only in light of particular circumstances
- **The METRICA Group disclaims all liability and responsibility for any errors or omissions in the content contained on this site**
- All content on the Site and all services provided through it are provided "as is", with no guarantees of completeness, accuracy or

timeliness, and without representations, warranties or other contractual terms of any kind, express or implied

- The METRICA Group does not represent or warrant that this Site, the various services provided through this Site, and / or any information, software or other material downloaded from this Site, will be accurate, current, uninterrupted, error-free, omission-free or free of viruses or other harmful components
- **To the fullest extent permissible pursuant to applicable law, the METRICA Group disclaims all liability to you and everyone else in respect of the content on this site and all services provided through it, whether under any theory of tort, contract, warranty, strict liability or negligence or otherwise, and whether in respect of direct, indirect, consequential, special, punitive or similar damages, even if the METRICA Group was advised, knew or should have known of the possibility of such damages**
- The information presented on this Site should not be construed as legal, tax, accounting, investing or any other professional advice or service. You should consult with a METRICA Group advisor or other professional advisor familiar with your particular factual situation for advice concerning matters before making any decision. You should not send any confidential information to any member of the METRICA Group until you have received agreement from the firm to perform the services you request

Email and Other Updates

Email updates are free services offered by the METRICA Group for some of its services, to individuals and organisations for private, non-commercial use.

- Any other use is prohibited, including copying, reproducing, republishing, uploading, posting, transmitting, or distributing our emails and other updates in any way by any means
- The METRICA Group reserves the right to discontinue these updates at any time
- All content, imagery, and logos that appear within these updates are owned by the METRICA Group

Linking to this Site

You may link to this site provided that such linking

does not involve:

- Unauthorised use of our logo
- Any false claim (actual, or implied) of endorsement by, or other relationship with the METRICA Group
- Framing, or embedding of any pages of our site, or,
- Infringement of our trademarks, copyright and/or other intellectual property rights

The METRICA Group does not bear any responsibility whatsoever for the content, accuracy or security of any websites which are linked to this website.

Copyright

Unless otherwise noted, all material on this website is copyright of the METRICA Group. All rights reserved.

No part of the materials on this Site, including but not limited to the text, graphics and HTML code, may be reproduced or transmitted in any form, or by any means without the METRICA Group's written permission.

METRICA Group General Terms & Conditions

Unless agreed otherwise in writing, these are the general terms upon which the METRICA Group offers to provide its services to its clients, business associates and partners, whether individuals, or organisations, the 'Client'.

Specific terms will be embedded in any formal Proposals, Scope Sheets, or reflecting any Special Offers, made from time to time, although the company withholds the right to withdraw such offers, as it deems fit, notwithstanding that such withdrawal must not be prejudicial, nor compromise any legal, or consumer rights of the Client.

The 'Services' offered:

- The Services, as described in any Proposal, Scope Sheet or Advertisement, or on this Site, will be provided with the degree of skill and expertise to be reasonably expected of a professional consultancy providing services of a similar nature
- The METRICA Group shall be free to determine which of its consultants and other professionals

shall be assigned to the provision of the Services, and over what time, albeit we aim to match appropriately the relevant professional to all Client requirements.

In addition,

- The METRICA Group retains the right to review, revise and update the Services and/or rates charged, subject to the Client's prior agreement
- Invoice payments, whether whole, or broken down into multiple sub-stages, shall be forwarded in full to the METRICA Group prior to the Services commencing
- Any extra services agreed on a time / hourly basis will be invoiced on or near the 24th day of each month and should be settled within 14 days. The METRICA Group shall submit a detailed invoice plus VAT, if applicable
- The METRICA Group are independent contractors. No Client work undertaken implies any employment relationship or mutuality of obligations exists between the parties.

Client Obligations

- The Client shall co-operate with the METRICA Group in all matters relating to the Services and provide, in a timely manner, access to the Client's information and documentation, as is required for the provision of the Services
- The Client shall reimburse all expenses, necessarily incurred by the METRICA Group, and which are agreed in writing in advance, subject to production of receipts or other appropriate evidence of payment
- Neither party shall, at any time from the start of this Agreement to the expiry of 12 months after the completion of the Services, solicit or entice away from the other party or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of the other party, without such party's prior written consent
- Unless agreed otherwise, the Client agrees not to disclose any confidential information about the METRICA Group, particularly in relation to fees or other commercial terms

The METRICA Group's Obligations

The METRICA Group acknowledges that, during the provision of the Services, it may have access to confidential Client information. It therefore agrees

not to use or disclose to any third party any Confidential Information.

This restriction does not apply to any use or disclosure authorised by the Client or required by law; or any information which is already in, or comes into, the public domain otherwise than through the METRICA Group's unauthorised disclosure.

The METRICA Group will use its reasonable endeavours to ensure that its consultants, business partners, associates and employees comply with similar obligations of confidentiality.

Intellectual Property

All Intellectual Property Rights of all reports, documents, papers, drawings, designs, graphics, logos, software, and all other materials whether hard copy or electronic shall remain the ownership of the party first introducing them. Each agrees that all proprietary systems and processes introduced shall remain the sole property of the providing party.

Limitation of Liability

The METRICA Group shall not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty however arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:

- Loss of profits or business
- Loss of goodwill, savings, goods or contracts
- Loss of use or corruption of data or information
- Or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses
- Nothing in these conditions excludes the liability of the METRICA Group for death, or personal injury caused by the METRICA Group's negligence, or for fraud or fraudulent misrepresentation
- The METRICA Group's total liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the price paid for the Services
- We provide our support and advice to the Client and accept no obligation or liability to any other party

Force Majeure

Neither party shall have any liability to the other, if it (or its sub-contractors) is prevented from, or delayed in, performing its obligations or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including without limitation, industrial disputes, failure of a utility service or transport network, act of God, war, civil commotion, compliance with any law or governmental order, rule, regulation or direction, accident, disease, breakdown of plant or machinery, fire, flood or storm.

Termination

The Agreement starts from the time that payment is received by the METRICA Group. Either party can terminate this Agreement by providing the other with advance notice in writing in line with the relevant Proposal, Scope Sheet, or Special Offer.

In addition,

- Either party may terminate the Agreement with immediate effect with no liability for any further payments (other than amounts accrued before the Termination Date) if at any time the other

party commits any gross misconduct affecting the Business of the terminating party or commits any serious or repeated breach or non-observance of any of these terms, including non-performance.

Entire Agreement

This Agreement and the documents referred to in it, including, the Proposal and Scope Sheet and any Special Offers, constitute the entire agreement between the parties.

Jurisdiction

This Agreement is subject to the laws of England and Wales whose courts shall have exclusive jurisdiction to settle any dispute or claim.

Updating our Legal Statement and General Terms & Conditions

From time to time, the METRICA Group amends these policies. If you want to stay up to date with any changes, please visit this page.

(Last updated May 2024)