



unlocking potential



Head of Organisation Development  
Valuation Office Agency  
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93-107 Shaftesbury Avenue  
London  
W1D 5BU

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Oxford, OX2 8EP UK  
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www.opp.com

6 July 2018

Dear 

## **IN-HOUSE MBTI® STEP I FOUNDATION WORKSHOP (2+2 DAY) TERMS OF ENGAGEMENT**

### **1. SERVICES TO BE PROVIDED**

OPP® Ltd will deliver an MBTI Step I Foundation Workshop (2+2 day). This workshop will qualify successful participants to administer the MBTI Step I questionnaire, the most widely used and most respected personality instrument for developing individuals.

### **2. DELIVERABLES**

2.1 The following are included in the fee:

- A main trainer and an appropriate number of additional trainers based on the number of participants:
  - Every eight participants (or part thereof) require an additional observer on Day 3 of the workshop. (The trainer is considered as the observer for the first eight participants on Day 3.)
  - Every four participants (or part thereof) require an additional observer on Day 4 of the workshop. (The trainer is considered as the observer for the first four participants on Day 4.)
- Provision of the following core interpretative and resource materials for each course participant:
  - MBTI User's Guide and all workshop handouts and materials
  - MBTI Manual (e-book) and UK Manual Supplement
  - *Introduction to Type*
  - *Development workbook*
  - *Feedback cards*
  - A computer-generated MBTI report for each participant
  - Materials necessary to complete the fieldwork
  - A further copy of the *Introduction To Type* booklet and *Development Workbook* will be given out by the trainer on the final day of the workshop along with a *Flip a Type Tip*



INVESTOR IN PEOPLE

Registered in England  
No. 2218212  
Registered office as above

2.2 On successful completion of the workshop, participants will be provided with access to OPP's OPPassessment system. This allows electronic administration, scoring and report generation of the MBTI instrument. Each participant will receive one administration unit of the MBTI Step I Personal Impact Report once they have successfully completed the workshops and assessments.

### **3. INTERNET ACCESS**

Participants will complete two modules of the workshop via distance learning (comprising work prior to the first face to face workshop module and fieldwork between the first and final workshop modules) and will require internet access.

### **4. LOCATION**

The training will be delivered at:

Valuation Office Agency  
Wingate House  
93-107 Shaftesbury Avenue  
London  
W1D 5BU

### **5. WORKSHOP DATES**

This work will be carried out on 1st, 2nd, 29th & 30th August 2018

### **6. FEES**

6.1 This work will be carried out for the sum of:

**£23,620** (Twenty three thousand six hundred and twenty pounds) for 9 delegates.

We have provisionally allocated resources for your workshop with the above number of participants, and in accepting these Terms of Engagement, you will be committing to a workshop for at least this number. We can usually accommodate higher numbers given reasonable notice; however, in order to avoid disappointment and to enable efficient administration of the workshop, we do encourage you to confirm your actual desired numbers to us as soon as possible.

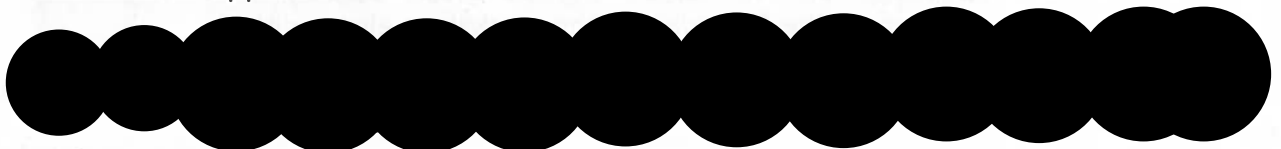
6.1 These fees are exclusive of:

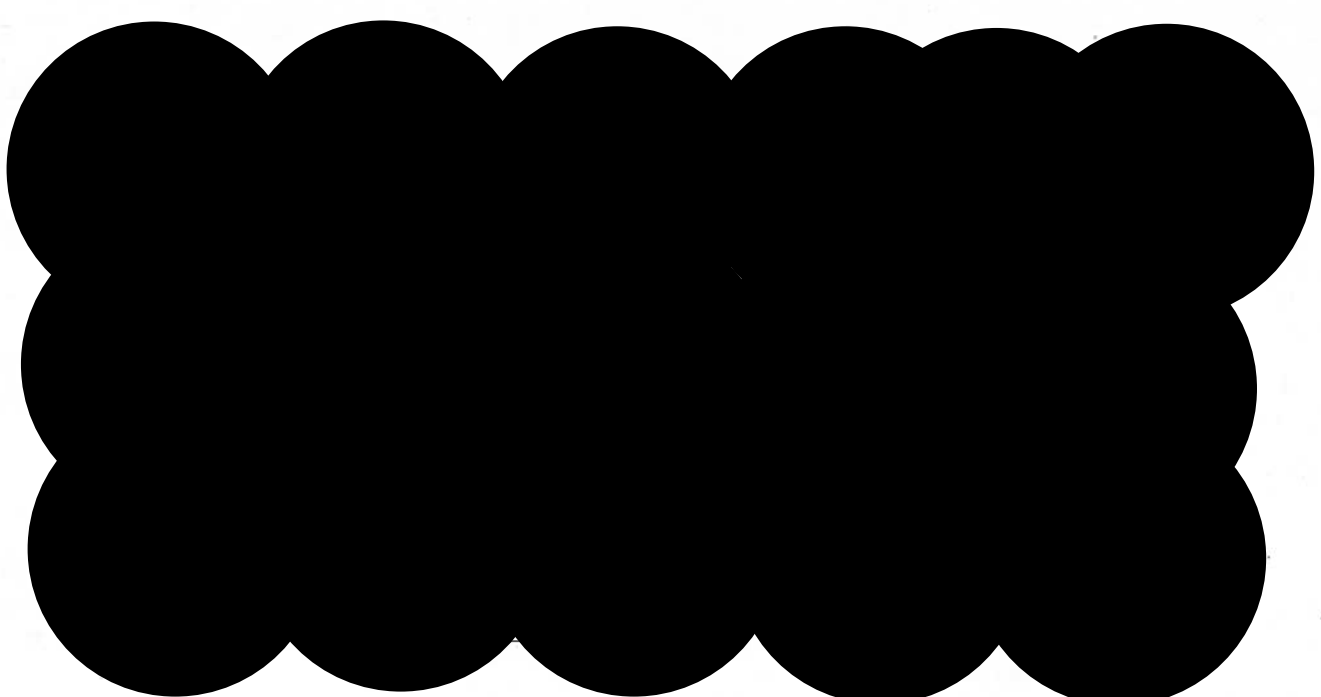
- VAT (where applicable)
- Expenses to be recharged following completion of the work.

### **6.2 EXPENSES**

OPP will charge the Client for reasonable expenses incurred by OPP in the provision of the Services including travel, accommodation and subsistence.

6.2.1 An estimate of out-of-pocket expenses (e.g. travel, accommodation, and subsistence) has been provided totalling £1,388.25 We will invoice you for the actual amount after the training. OPP agree to comply with the clients expenses policy attached as appendix 1.





6.3 Where the client causes delay during the delivery of the workshop, OPP reserves the right to charge for additional OPP staff time. This charge will be made pro rata at the rate of £800 per day for each member of OPP staff involved.

6.4 OPP's costings are based on the understanding that the Client will provide the following facilities in relation to the workshop:

- Catering for workshop participants and OPP trainers.
- Training rooms and audio-visual equipment.

Further details of what is required are provided in the attached document 'Practical Information'. **It is essential that you familiarise yourself with its contents at an early stage in planning the workshop.**

## **7. CANCELLATION OR POSTPONEMENT**

7.1 Please note clause 4 of our Terms of Business for In-House Workshops concerning **cancellation and postponement**. All cancellations, postponements or notifications of changes in the numbers of participants must be notified to OPP in writing.

7.2 If you cancel or postpone an entire workshop, any cancellation charge levied by OPP in accordance with clause 4 of our Terms of Business will be applied to the fee appropriate to the number of participants most recently agreed in writing by you and OPP.

7.3 If after accepting these Terms of Engagement rather than cancelling or postponing the workshop you seek just to reduce the number of participants booked on it, either the cancellation or postponement charges, as determined by OPP in accordance with the terms set out in the enclosed Terms of Business, will be charged.

However, any reduction below a minimum of 6 participants will not be accepted.

## **8. TERMS OF BUSINESS**

These Terms Of Engagement, together with OPP's Terms of Business and Practical Information, comprise the entire contract (the "**Contract**") for the provision of the

Services. No variation of the Contract will be accepted unless mutually agreed in writing.

Please find OPP's Terms of Business for In-House Workshops by following this link;

<http://www.opp.com/en/About-OPP/Terms-of-Business/Terms-of-Business-for-In-house-Learning-Programmes>

For the avoidance of doubt, any non-payment of an invoice or persistent non-payment of invoices will be deemed a material breach of the Contract for which OPP shall be entitled to terminate the Contract and seek appropriate remedy, including payment of the outstanding invoice plus interest.

## **9. WARRANTY AND LIABILITY**

9.1 In the event of damage to tangible physical property where it is established that such damage to property has arisen as a direct result of the negligence of OPP employees or sub-contractors while providing the Services, OPP's liability shall be limited to a maximum of £1,000,000 (one million pounds) per claim or series of related claims.

9.2 Nothing in these OPP Terms shall exclude or limit OPP's liability for death or personal injury caused by OPP's negligence, nor for fraud on OPP's part, nor for any liability that cannot be excluded by law.

9.3 Subject to Clauses 9.1, 9.2 and 9.4, OPP's liability arising under or as a result of the provision of the Services whether in contract, tort, breach of statutory duty or otherwise is limited to the fees actually paid by the Client to OPP for such Services.

9.4 OPP will not be liable for any indirect or consequential loss, loss of business, profit, revenue, data or goodwill, nor for lost or wasted management or employee time of the Client.

9.5 Any condition, representation or warranty that might otherwise be implied or incorporated within these Terms by reason of statute or common law or otherwise is hereby expressly excluded.

## **10. CHANGES TO REQUIREMENTS**

Following your acceptance of our Terms of Engagement, any subsequent changes to the scope, content or any other aspects of the delivery of the Services must be agreed in writing between you and OPP.

## **11. SAFEGUARDING SERVICE**

If at any time you would like to discuss with us how our service could be improved or if you are dissatisfied with any aspect of our services, please raise the matter immediately with Betsy Kendall, VP, Global Programs, Delivery & Content, OPP Ltd, Elsfield Hall, 15-17 Elsfield Way, Oxford OX2 8EP.

## **12. ACKNOWLEDGEMENT AND ACCEPTANCE**

Please acknowledge your acceptance of the terms of our engagement under the Contract by signing and returning the 'Client Acknowledgement and Acceptance' below, providing the information requested, whereupon the Contract will take effect. Please do not hesitate to contact us if you would like to discuss any aspect before doing so.

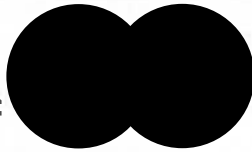
As an alternative to returning the signed paper 'Client Acknowledgement and Acceptance' by post, you could fax it back to us, or scan and email it. If you use

either of these alternative methods, we would appreciate it if you would send the paper copy to follow by post.

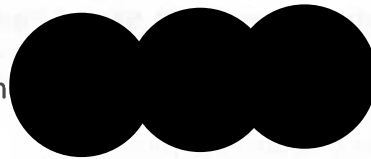
These terms of engagement will remain capable of acceptance by you until 5 July 2018, by which date the signed copy must reach OPP. Beyond that deadline, we cannot guarantee to be able to accommodate the dates you required. If you wish to increase numbers above the minimum quoted above, we are more likely to be able to accommodate you, the earlier you tell us of your requirements. Also, the administration for the workshop (including sending pre-workshop preparation materials to participants) can only begin once the signed contract has been received.

Signed for and on behalf of OPP Ltd:

Signature:



Printed Name



Position: Head of Sales

Enclosures: OPP Terms of Business for In-House Workshops  
Practical Information

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® MBTI is a registered trade mark of the Myers-Briggs Type Indicator Trust. OPP Ltd is licensed to use the trade mark in Europe.

® OPP is a registered trade mark of OPP Ltd.

## CLIENT ACKNOWLEDGEMENT AND ACCEPTANCE

I have read and accept the Terms of Engagement dated 6 July 2018, including OPP's standard Terms of Business for In-House Workshops.

Upon receipt of your signed contract, we would like to be able to use your information to:

- (1) announce this piece of work on our website and via our social media channels
- (2) work with you to gather testimonials and/or produce a case study after the programme has been delivered

Please tick here if you wish to opt in to this ☐

**Workshop title: MBTI Step I Foundation Workshop (2+2 day)**

**Date:** 1st, 2nd, 29th & 30th August 2018

**Location:** Wingate House, 93-107 Shaftesbury Avenue, London W1D 5BU

**Number of participants:** 9

**Contract value:** £25,008.25

**Date for workshop review:** TBC

**Signed for and on behalf of:**

[Redacted Signature]

[Position]

[Name (in block capitals)]

9 July 2018  
[Date]

**Name**.....

**Invoicing Address**.....

.....

.....

.....

**Purchase Order Number**

.....

[If applicable]

Please note that the terms set out in our standard Terms of Business for In-House workshops are that payment is required 28 days before the start of the course.

**Client Administration Contact**

.....  
[Name (in block capitals)]

.....  
[Telephone]

**Return to:**

[Redacted] Deputy Learning Operations Manager, OPP Ltd, Elsfield Hall, 15-17 Elsfield Way, Oxford, OX2 8EP

**Tel:** +44 (0)1865 404596 **Fax:** +44 (0)1865 511222 **E-mail:** [Redacted]

**FOR OFFICE USE ONLY:**

Customer Code:  
Ship to code:

Order No:  
Invoice No:

## APPENDIX 1

### Expenses

The aim of VOA is to make our travel practices more sustainable by:

- reducing our business travel footprint;
- choosing alternatives to travel (such as telephone or video conference);
- adopting more sustainable ways of travelling when it is necessary to do so (public transport over private vehicles).

**To help VOA meet it's target of reducing carbon emissions from business travel by at least 10% please consider:**

- Avoiding travel by using telephone and video conferencing as the default medium.
  - Only using private cars as the last option after public transport and hire cars.
1. Travel to and from the Primary Location will be met from the day rate.
  2. Expenses are payable where travel to other locations is required as part of the assignment forming part of this agreement. Where an overnight stay is required VOA will pay for actual bed and breakfast costs within the current maximum limits detailed below. Any other subsistence or incidental expenses are not payable. Receipts must be provided.

<b>Short-term Night Subsistence Allowances Bed &amp; Breakfast Capped Rates Effective from 01/06/10</b>	
<b>Location</b>	<b>Maximum Nightly Rate</b>
London / within M25	£120
Bristol; Heathrow	£90
Oxford; Portsmouth	£85
Elsewhere in UK	£80
<b>Travel</b>	
Mileage Allowance	45 pence per mile
Rail Travel	Standard Class
Air Travel	Economy Class

3. Hotel Reservation and Tickets shall be booked via VOA's travel and hotel booking service. Further information will be provided by the VOA Work Manager. Otherwise bookings should always be approved by the VOA Work Manager.
4. All other expenses will be payable at the discretion of VOA. The Contractor shall not incur any such expenses without the prior approval of the VOA Work Manager. Any expense incurred by the Contractor without prior approval shall not be reimbursed.

<b>Allowances Description</b>	<b>(The maximum) Amount</b>	<b>Receipts Required Plus Additional Guidance.</b>
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