

YES Consultancy (YesIndeed)
Effective 01/01/2026

1. Payment Terms

Payment of invoices is due within 30 days of the invoice date, unless otherwise agreed in writing. YES Consultancy reserves the right to suspend services for overdue payments.

2. Booking, Cancellation, and Postponement

Our priority is to maintain excellent working relationships and we will always endeavour to accommodate reasonable postponements where possible.

However, when a booking is confirmed, YES Consultancy may turn down other work. The following cancellation terms therefore apply:

- Cancellation within 6 weeks of scheduled programme delivery: 50% of the agreed fee is payable.
- Cancellation within 4 weeks of scheduled programme delivery: 100% of the agreed fee is payable.

Where an event is postponed rather than cancelled, YES Consultancy will endeavour to accommodate new dates. Any fees charged will be minimal and dependent on notice given, costs incurred, and availability. We reserve the right to discuss and agree a reasonable fee adjustment where applicable.

3. Intellectual Property Ownership

All intellectual property, including but not limited to concepts, games, exercises, learning models, stories, frameworks, pedagogical methods, scripts, AI prompts, digital tools, and training materials, whether created, adapted, developed, or delivered by Richard Jacobs and/or YES Consultancy, shall remain the exclusive property of Richard Jacobs and YES Consultancy.

This includes all rights, title, and interest in such intellectual property, whether delivered in live sessions, digital formats, written materials, online platforms, or recorded media.

4. Permitted Use of Materials

Unless otherwise agreed in writing, clients are granted a non-exclusive, non-transferable licence to use materials provided by YES Consultancy solely for their internal organisational purposes.

Materials may not be:

- Reproduced for commercial use
- Shared externally
- Adapted or modified
- Used to create derivative works
- Incorporated into other training, platforms, or products

without prior formal written consent.

5. Usage Restrictions

Without the formal written consent of Richard Jacobs and YES Consultancy, no party may use, reproduce, modify, adapt, distribute, transmit, display, record, or create derivative works from any intellectual property owned by YES Consultancy.

This restriction applies to all formats, including face-to-face programmes, digital platforms, AI systems, recordings, printed materials, or internal documentation.

6. Unauthorised Use

Any unauthorised use, reproduction, modification, adaptation, distribution, transmission, display, or creation of derivative works without formal written consent constitutes a breach of these Terms and may be treated as theft of intellectual property under applicable law.

7. Confidentiality

Each party agrees to keep confidential any non-public, proprietary, or sensitive information disclosed during the course of the engagement.

Confidential information does not include information that:

- Is already in the public domain
- Was lawfully known prior to disclosure
- Is required to be disclosed by law or regulatory authority

This obligation survives termination of the engagement.

8. Nature of Services and Disclaimer of Outcomes

YES Consultancy provides behavioural, experiential, facilitation, and learning services.

Outcomes depend on multiple factors including participant engagement, organisational context, leadership support, and ongoing application. As such:

- No specific behavioural, cultural, commercial, or performance outcomes are guaranteed.
- Services do not constitute legal, medical, psychological, or therapeutic advice.

Clients remain responsible for how insights and practices are applied within their organisation.

9. Limitation of Liability

To the fullest extent permitted by law:

- YES Consultancy shall not be liable for any indirect, consequential, or economic loss, including loss of profit, revenue, business opportunity, or reputation.
- YES Consultancy's total liability arising out of or in connection with any engagement shall be limited to the total fees paid for the services giving rise to the claim.

Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud, or any liability that cannot be excluded under law.

10. Data Protection and Privacy

YES Consultancy processes personal data only where necessary for the delivery of its services and in accordance with applicable UK and EU data protection laws.

We do not sell or commercially exploit personal data. Any personal information shared with us will be handled responsibly, kept secure, and used solely for legitimate business purposes related to our services.

11. Termination

Either party may terminate an engagement with immediate effect if the other party commits a material breach of these Terms and fails to remedy such breach within a reasonable period after written notice. Termination does not affect accrued payment obligations or intellectual property ownership.

12. Force Majeure

YES Consultancy shall not be liable for failure or delay in performance due to events beyond its reasonable control, including but not limited to acts of God, government restrictions, pandemics, travel disruption, or technical failures.

13. Assignment and Subcontracting

YES Consultancy may subcontract elements of service delivery where appropriate while remaining responsible for overall delivery. Clients may not assign or transfer this agreement without prior written consent.

14. Entire Agreement

These Terms and Conditions constitute the entire agreement between the parties unless superseded by a separate written agreement signed by both parties. Any amendments must be made in writing and agreed by both parties.

15. Severability

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

16. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the United Kingdom and the European Union, as applicable. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of those territories.