

TERMS OF BUSINESS

1. Definitions

In these conditions (unless the context otherwise requires):

1. "the Company" means Rosewood Management Services Limited T/A Rosewood Keen Management Services; RKMS or RKMS Group and also (where the context so permits) its assigns and any subcontractor for the said company;
2. "Services" means the provision of consultancy and management services and/or expertise (or any part thereof) and/or our web-based software to be supplied pursuant to the contract;
3. "the Buyer" means the Client person, firm or company with whom the Contract is made; "Company's Premises" means the premises mentioned in the Company's quotation or other contractual document in respect of the Services or if not mentioned means the Company's premises Business First Centre, Unit 17 The Pavilions, Avroe Crescent, Blackpool FY4 2DP
4. "the Contract" means the Contract between the Buyer and the Company for the purchase by the Buyer of the company's Management Services and/or expertise;
5. words in the singular shall include the plural and vice versa, references to any gender shall include the others and references to legal persons shall include natural persons and vice versa;
6. The headings in these Conditions are intended for reference only and shall not affect their construction.

2. General

1. These Conditions shall apply to the Contract to the exclusion of any other terms and conditions contained or referred to in any order, letter, form of contract or other communication sent by the Buyer to the Company and the provisions of these Conditions shall prevail unless expressly varied in writing and signed by a Director on the Company's behalf.
2. Any concession made or latitude allowed by the Company to the Buyer shall not affect the strict rights of the Company under the Contract.
3. If in any particular case any of these Conditions shall be or be held to be invalid or shall not apply to the Contract the other Conditions shall continue in full force and effect.
4. The Buyer will provide to the Company at the Buyer's expense adequate office space, secretarial, copying, telephone and general assistance to the Company's requirements.

3. Requests

Notwithstanding that the Company may have given a detailed quotation no request shall be binding on the Company unless and until it has been accepted in writing.

4. Prices

1. Unless otherwise agreed by the Company in writing: –
 1. the price payable for Services shall be the list price of the Company current at the date of dispatch plus travel and related out of pocket expenses where detailed within the quotation;
 2. in the case of a request for Services to be provided by instalments the price payable for each instalment shall be the price of the Company current at the date of commencement of each such instalment;
 3. the Company's prices are subject to adjustment to take account of any variation in the Company's costs including (but not limited to variation of consultant charges, wages, the cost of materials, exchange rate fluctuations, alteration of duties and other costs since the date of the Company's quotation or (if no quotation is issued) the Buyer's request. The Company accordingly reserves the right to adjust the invoice price by the amount of any increase or decrease in such costs after the price is quoted and the invoice so adjusted shall payable as if the price set out therein were the original contract price.
2. All prices are exclusive of Value Added Tax and this will be charged by the Company and will be payable by the Buyer at the appropriate rate.

5. Additional Costs

The Buyer shall indemnify the Company in respect of any loss, cost or expense incurred by the Company as a result, directly or indirectly, of the Buyer's instructions or lack of instructions or through any failure or delay whatsoever on the Buyer's part or through any other act, neglect or default on the part of the Buyer, its servants, agents or employees.

6. Patents

The Buyer shall indemnify the Company against all costs, claims, losses, expenses and damages incurred by the Company or for which it may be liable due to or arising directly or indirectly out of any infringement of patents, trademarks, copyright, design right or other intellectual property right occasioned by any action or actions by the Buyer.

7. Terms of Payment

1. If paying by invoice, the Buyer shall pay for the Services in cash not later than the due date of the invoice save that payment shall become due in any event forthwith upon the occurrence of any of the events referred to in Condition 12 hereof.
2. If paying by Direct Debit (Stripe or GoCardless), the Buyer authorises the Company to charge the Buyers credit card or bank account for all fees payable during the Subscription Term. The

Buyer further authorises the Company to use a third party to process payments, and consent to the disclosure of the Buyer's payment information to such third party.

3. If the Services are provided by instalments the Company shall be entitled to invoice each instalment as and when each instalment thereof has been provided and payment shall be due in respect of each instalment provided notwithstanding non-completion of other instalments or other default on the Company's part.
4. If upon the terms of the Contract the price shall be payable by instalments or if the Buyer has agreed to accept specified Services at specified times, a default by the Buyer in the payment of any due instalment shall cause the whole of the balance of the price to become due forthwith.
5. The price of the Service shall be due in full to the Company in accordance with the terms of the Contract and the Buyer shall not be entitled to exercise any set-off lien or any other similar right or claim.
6. The time of payment shall be of the essence of the Contract.
7. Without prejudice to any other rights it may have, the Company is entitled (both before and after any judgement) to charge interest at a rate equal to the higher of the interest rate payable on court judgement or 8% above the Bank of England base rate from time to time on overdue payments of the price of the Services or the price of any instalments thereof. Interest will be charged daily on any amounts owing after the due date. An admin fee will be charged each time an invoice is raised for interest. The amount will be based upon the owing amounts as per below;

Amount Owing	Admin Fee
Up to £999.99	£40
£1,000 to £9,999.99	£70
£10,000 or more	£100

8. **Provision of Services**

1. All times dates or periods given for the provision of Services are given in good faith but without any responsibility on the Company's part.
2. Time of provision shall not be of the essence of the Contract.
3. Any period for provision shall be calculated from the time of the Company's acceptance of the Buyer's Request or from the Company's receipt of all information necessary to enable the Company to begin the provision of Services (whichever shall be the later).
4. No liability (whether in contract or for negligence or otherwise howsoever) for loss to or to the Buyers as a result of the provision of Services or any claim that any Services are not in accordance with

the Contract or for non-provision of Services will attach to the Company unless claims to that effect are notified in writing by the Buyer to the Company:-

1. within 7 days of any alleged loss, damage, defect or non-compliance with the Contract; or
 2. within 10 days of the date of the invoice for non-provision of Services.
5. In the event of a valid claim for defect, loss, damage or non-compliance with the Contract or non-provision of Services the Company undertakes at its option to provide the Services concerned by a means decided upon by the Company at its discretion and at its expense but shall not be under any further or other liability in connection with such non-provision of Services, loss, damage or non-compliance.
 6. If the Buyer shall fail to give notice in accordance with Condition 8 (4) above the Services provided shall be deemed to be in all respects in accordance with the Contract and without prejudice to earlier acceptance by the Buyer it shall be bound to accept and pay for the same accordingly and all claims in respect of non-provision of Services, loss, damage, defect or non-compliance shall (save as set out in Condition 10 below) thereafter be wholly barred.
 7. The Company shall have the right to provide the Services by instalments and at such intervals as it may decide, and any express provision as to instalments in the Contract shall be in addition to and not in derogation of this right.
 8. Any advice or information given by the Company is given in good faith and expressed as an opinion only on the understanding that the Buyer will use their own skill and judgement in assessing the accuracy and commercial viability thereof before placing reliance upon the same.
 9. All materials and service provided by the Company remain the property of the Company until the Buyer has made payment in full for these services. The Buyer shall not pass ownership of the materials or services to another party without the express written confirmation from Rosewood Management Services Ltd.
 10. The buyer agrees not to enter directly into any contract for services or offer a contract of employment to the consultant/trainer provided to deliver the agreed services either during the delivery of the services or within 12 months subsequent to completion of delivery of services. Any such offer of employment will initiate recruitment charges of £8,000+VAT or 20% of the annual salary offered (whichever is the greater) payable to Rosewood Management Services Ltd within 28 days.

9. **Conditions and Warranties**

Any conditions or warranties (whether expressed or implied by statute or common law or arising from conduct or a previous course of dealing or trade custom or usage or otherwise howsoever) as to the quality of the Services provided or their appropriateness for any particular purpose or requirement of the Buyer (even if that purpose or requirement is made known expressly or by implication to the Company) or as to the correspondence of the Services with any description or other provision or standard are hereby expressly negated.

10. **Buyer's Specification**

The Company shall not be liable for imperfect Services caused by any inaccuracies in any respect or order or specification supplied by the Buyer.

11. **Consequential Loss**

The Company shall not be liable for any costs, claims, damages or expenses arising out of any tortious action or omission or any breach of contract or statutory duty calculated by reference to profits, income, production or accruals or by reference to accrual of such costs, claims, damages or expenses on a time basis.

12. **Default or Insolvency of Buyer**

If the Buyer shall be in breach of any of its obligations under contract or if any distress or execution shall be levied on the Buyer's property or assets or if the Buyer shall make or offer to make any arrangement or composition with his creditors or commit any act of bankruptcy or if any bankruptcy petition be presented against him or (if the Buyer is a company) if any Resolution or Petition to wind up such company shall be passed or presented or if a receiver, administrative receiver or administrator of the whole or any part of such company's undertaking property or assets shall be appointed the Company in its discretion and without prejudice or to any other right or claim may by notice in writing determine wholly or in part any and every contract between the Company and the Buyer or may (without prejudice to the Company's rights subsequently to determine the Contract for the same cause should it so decide) by notice in writing suspend the provision of Services or any further provision of Services (as the case may be) until any default by the Buyer is remedied.

13. **Limitation of Liability**

The aggregate liability of the Company (whether in contract or for negligence or breach of statutory duty or otherwise whatsoever) to the Buyer for any loss or damage of whatsoever nature and howsoever

caused shall be limited to and in no circumstances shall exceed the price of the provision of Services.

14. **Representations**

No statement, description, information, warranty, condition or recommendation contained in any quotation, advertisement or communication or made verbally by any of the company's agents or employees shall be construed to enlarge, vary or override in any way of these Conditions.

15. **Force Majeure**

The Company shall be entitled to delay or cancel provision of Services reduce the amount of Services provided if and to the extent that it is prevented from or hindered in or delayed in providing the Services by normal means of provision through any circumstances beyond its control including (but not limited to) strikes, lock-outs, accidents, war, fire, reduction in or unavailability of power.

16. **Cancellation**

1. Consultancy services:

1. Save as provided in Conditions 12 and 15 hereof, contracts may not be cancelled except by agreement in writing of both parties and upon the payment to the company of such amount as may be necessary to indemnify the Company against all loss resulting from the said cancellation.
2. Where cancellation of a booked consultancy day occurs within 72 working hours of the booked day, the booked day would be charged as planned.
3. The buyer would also be responsible for any costs to the company in the event of cancellation of booked days, regardless of notice.

2. Software services:

1. Term and Renewal. Your initial subscription term will be one year, and your subscription will automatically renew for one year.
2. Notice of Non-Renewal. To prevent renewal of your subscription, you or we must give written notice of non-renewal. The deadline for sending this notice is 30 days prior to renewal date.
3. Cancellation. You may choose to cancel your subscription early at your convenience provided that, we will not provide any refunds of prepaid fees or unused Subscription Fees. See the 'Notice of Non-Renewal' section for information on how to cancel your subscription.
4. Suspension for Non-Payment. We will provide you with notice of non-payment of any amount due. Unless the full amount has been paid, we may suspend your access 10 days after such notice. We will not suspend access while you are disputing the

applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. If access is suspended for non-payment, we may charge a re-activation fee to reinstate Access.

17. **Sub-contracting**

The Company may assign the Contract with the Buyer or sub-contract the whole or any part thereof to any person, firm or company. The contract will remain in place and the Buyer shall not approach any subcontractor to procure services directly unless express permission from Rosewood Management Services Ltd is first granted in writing.

18. **Proper Law**

The Contract shall in all respects be governed by and construed in accordance with English Law and shall be deemed to have been made in England and the Buyer and the Company agree to submit to the non-exclusive jurisdiction of the English Courts and it is agreed that the high Court in Manchester is a convenient forum for the hearing of any dispute.

19. **Intellectual Property**

The Services provided by RKMS will remain the intellectual property of the RKMS until all payments have been received and paid for in full. Where the Buyer fails to make payment in full, the Buyer has no legal right to use any materials provided by the Company or not pass ownership of the materials or services to another party without the express written confirmation from RKMS.