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**TERMS OF SALE OF ONLINE CONTENT COMPRISING CONSULTATIONS WITH A  
BUSINESS/MANAGEMENT CONSULTANT (B2B)**

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**BACKGROUND:**

- (A) These Terms of Sale set out the terms and conditions on which Paid Content, accessed via Subscriptions, is sold by Us to business clients through this website, [www.miketrup.com](http://www.miketrup.com) (“Our Site”).
- (B) Terms and information that are specific to accessing sessions of Paid Content presented by a Business Consultant or Mentor from or via Our Site using the Zoom or other cloud-based web conferencing (sometimes complemented by face to face meetings in person) platform are set out in the attachment below for ease of reference but they will have the same effect as if set out in these Terms of Sale.
- (C) Before You can purchase any Subscription including a free consultation, You will first have to set up an Account. You will not be able to open an Account, purchase a Subscription or access Paid Content through Our Site unless, as part of the process of setting up an Account, You first accept and agree to comply with and be bound by these Terms of Sale and the attachment.
- (D) These Terms of Sale, as well as any and all Contracts, are in the English language only.
- (E) These Terms of Sale apply only to the sale of Paid Content; the terms governing use of Our Site are separate and are set out on our Site under the heading “Website Terms of Use”.

**1. Definitions and Interpretation**

In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

|  |   |
|--|---|
| <b>“Account”</b>                       | means the account, referred to in sub-Clause 7.1, that You must set up with Us in order to purchase any Subscription;   |
| <b>Management Consultant or Mentor</b> | means the adviser/consultant or other individual who presents the Paid Content and/or who interacts with You online during any session of Paid Content;   |
| <b>“Background Items”</b>              | means general resources (background and other information or material) relevant to the consultation, advice, guidance, or information to be provided to You, all of which resources are downloadable or viewable as text/graphics;  |
| <b>“Contract”</b>                      | means a contract between Us and You for the purchase of a Subscription for You to access any Paid Content, as explained in Clause 7;  |
| <b>“Data Protection Legislation”</b>   | means all legislation in force in the UK from time to time relating to data protection and privacy including, but not limited to, the Data Protection Act 2018, EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and any other directly applicable EU regulation relating to data protection and privacy (for as long as, and to the extent that, EU law has legal effect in the UK) and any successor legislation relating to data protection and privacy; |

**“Paid Content”**

means any session of consultation, advice, guidance, or information, or any materials or other information related thereto, which We offer, comprised of any content (including text, graphics, images, audio, video and other content) sold by Us through Our Site and made available by Us on or via Our Site by means of

either

(a) two way synchronous live stream audio and/or video technology, e.g. Zoom, GoToMeeting, Skype for Business (part of Teams), WebEx, Google Meet;

And or

(b) asynchronous live stream video and/or audio [or] recorded [non][downloadable] video and/or audio] of one or more items either provided on Our video/audio streaming platform accessed from Our Site

or

hosted on another’s website, e.g. Youtube, Vimeo via a link that We provide to You

or

c downloadable or other viewable text, graphics or other non-video, non-audio items or information, including Background Items.

Paid Content will be more fully described in other information that We give or make available to You before You order a Subscription. That information may include the name of any Management Consultant or Mentor presenting any content on Our behalf but whether it does or does not do so, We may, if so We decide in our discretion, at any time and without notice substitute any other Management Consultant(s) or Mentor who is suitably qualified and experienced;

**“Subscription”**

means a subscription to Our Site purchased by You which provides You with access to Paid Content which comprises:

- (a) one or more specific single events or items; and/or
- (b) one or more series or collections of two or more specific events or items; and/or
- (c) one or more or all types of events or items available on or via Our Site; and/or
- (d) the Background Items.

We will give You information about the period of access to (a), (b) and (c) before You purchase the Subscription which will include the information described in sub-Clause 7.4.5.

Every Subscription will include access to the Background Items for the whole period of the Subscription, and they will all be accessible as soon as We have sent You a Subscription Confirmation;

|                                    |   |
|------------------------------------|---|
| <b>“Subscription Confirmation”</b> | means Our acceptance and confirmation of Your purchase of a Subscription;   |
| <b>“Subscription ID”</b>           | means the reference number for Your Subscription;   |
| <b>“We/Us/Our”</b>                 | means Michael Trup and miketrup.com 28 Sylvandale, Welwyn Garden City, AL7 2HT; and                                     |
| <b>“You”</b>                       | means the business client which sets up an Account and purchases Subscriptions. and accesses and uses any Paid Content. |

## **2. Information About Us**

- 2.1 Our Site, [www.miketrup.com](http://www.miketrup.com), is owned and operated by Michael Trup of 28 Sylvandale, Welwyn Garden City AL7 2HT.

## **3. Contacting Us**

If You wish to contact Us with general questions, You may contact Us by telephone at 44 20 3286 5075, by email at [miketrup@gmail.com](mailto:miketrup@gmail.com), or by post at 28 Sylvandale, Welwyn Garden City AL7 2HT. For matters relating to Paid Content or Your Subscription or Account, please contact Us by telephone at 44 20 3286 5075, by email at [miketrup@gmail.com](mailto:miketrup@gmail.com), or by post at 28 Sylvandale, Welwyn Garden City AL7 2HT. For matters relating to cancellations, please contact Us by telephone at 44 20 3286 5075, by email at [miketrup@gmail.com](mailto:miketrup@gmail.com), by post at 28 Sylvandale, Welwyn Garden City, AL7 2HT, or refer to the relevant Clauses above.

- 3.1 To make a complaint, see Clause 15.

## **4. Access to and Use of Our Site**

- 4.1 Access to Our Site is free of charge.
- 4.2 It is Your responsibility to make any and all arrangements necessary in order to access Our Site.
- 4.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to You in any way if Our Site (or any part of it) is unavailable at any time and for any period.
- 4.4 Use of Our Site is subject to Our Website Terms of Use [www.miketrup.com](http://www.miketrup.com). Please ensure that You have read them carefully and that You understand them.

## **5. Business Clients**

- 5.1 These Terms of Sale and the attachment apply to business clients only. These Terms of Sale do not apply to individual consumers purchasing Paid Content for personal use (that is, not in connection with, or for use in, their trade, business, craft, or profession).
- 5.2 These Terms of Sale constitute the entire agreement between Us and You with respect to Your purchase of Subscriptions and Paid Content from Us. You acknowledge that You have not relied upon any statement, representation, warranty, assurance, or promise made by or on behalf of Us that is not set out in these Terms of Sale and that You shall have no claim for innocent or negligent misrepresentation or negligent misstatement based upon any statement herein.

## **6. Subscriptions, Paid Content, Pricing and Availability**

- 6.1 We may from time to time change Our prices. Changes in price will not affect

any Subscription that You have already purchased but will apply to any subsequent renewal or new Subscription. We will inform You of any change in price at least 30 days before the change is due to take effect. If You do not agree to such a change, You may cancel the Contract as described in sub-Clause 12.1.

- 6.2 Minor changes may, from time to time, be made to certain Paid Content, for example, to reflect changes in relevant laws and regulatory requirements, or to address technical or security issues. These changes will not alter the main characteristics of the Paid Content and should not normally affect Your use of that Paid Content. However, if any change is made that would affect Your use of the Paid Content, suitable information will be provided to You.
- 6.3 In some cases, as described in the relevant content descriptions, We may also make more significant changes to the Paid Content. If We do so, We will inform You at least 30 days before the changes are due to take effect. If You do not agree to the changes, You may cancel the Contract as described in sub-Clause 12.1.
- 6.4 Where any updates are made to Paid Content, that Paid Content will continue to match Our description of it as provided to You before You purchased Your Subscription for access to the Paid Content. Please note that this does not prevent Us from enhancing the Paid Content, thereby going beyond the original description.
- 6.5 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. All pricing information is reviewed and updated every 30 days. Changes in price will not affect any order for a Subscription that You have already placed (please note sub-Clause 6.9 regarding VAT, however).
- 6.6 All prices are checked by Us before We accept Your order. In the unlikely event that We have shown incorrect pricing information, We will contact You in writing to inform You of the mistake. If the correct price is lower than that shown when You made Your order, We will simply charge You the lower amount and continue processing Your order. If the correct price is higher, We will give You the option to purchase the Subscription at the correct price or to cancel Your order (or the affected part of it). We will not proceed with processing Your order in this case until You respond. If We do not receive a response from You within 7 days, We will treat Your order as cancelled and notify You of this in writing.
- 6.7 If We discover an error in the price or description of Your Subscription after Your order is processed, We will inform You immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract if this happens. If We inform You of such an error and You do wish to cancel the Contract, please refer to sub-Clause 12.4.
- 6.8 If the price of a Subscription that You have ordered changes between Your order being placed and Us processing that order and taking payment, You will be charged the price shown on Our Site at the time of placing Your order. Subsequent Subscriptions [and renewals] will be charged at the new price.
- 6.9 Prices on Our Site are shown exclusive of VAT as we are not registered for VAT at this time.

## **7. Orders – How Contracts Are Formed**

- 7.1 Our Site will guide You through the process of setting up an Account and purchasing a Subscription. (Please also see the attachment below as to

setting up an Account.) Before completing Your purchase of a Subscription, You will be given the opportunity to review Your order for the Subscription and amend it. Please ensure that You have checked Your order carefully before submitting it.

- 7.2 If, during the order process, You provide Us with incorrect or incomplete information (including any incorrect or incomplete information about You or the type of Paid Content that You require) please contact Us as soon as possible. If We are unable to process Your order due to incorrect or incomplete information, We will contact You to ask to correct it. If You do not give Us the accurate or complete information within a reasonable time of Our request, We will cancel Your order and treat the Contract as being at an end. We will not be responsible for any delay in the availability of Paid Content that results from You providing incorrect or incomplete information.
- 7.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your order to purchase a Subscription constitutes a contractual offer that We may, at Our sole discretion, accept. [Our acknowledgement of receipt of Your order does not mean that We have accepted it.] Our acceptance is indicated by Us sending You a Subscription Confirmation by email. Only once We have sent You a Subscription Confirmation will there be a legally binding Contract between Us and You.
- 7.4 Subscription Confirmations shall contain the following information:
  - 7.4.1 Your Subscription ID;
  - 7.4.2 Confirmation of the Subscription ordered including full details of the main characteristics of the Subscription and Paid Content available as part of it;
  - 7.4.3 Fully itemised pricing for Your Subscription including, where appropriate, taxes, and other additional charges;
  - 7.4.4 The duration of Your Subscription (including the start date, and the expiry and or renewal date);
  - 7.4.5 In relation to any video (live or recorded) event, item, series, collection or type/s of events or items constituting the Paid Content, the period during which it can be accessed which will be either (a) the whole period of the Subscription; (b) or a specific period commencing on a stated date that is shorter than that whole period.
- 7.5 In the unlikely event that We do not accept or cannot fulfil Your order for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to You.
- 7.6 Any refunds due under this Clause 7 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.
- 7.7 Refunds under this Clause 7 will be made using the same payment method that You used when purchasing Your Subscription.

## **8. Payment for Subscriptions**

- 8.1 Payment for Subscriptions must always be made in advance. Your chosen payment method will be charged when We process Your order and send You a Subscription Confirmation on each renewal date **OR** not more than 30 days before each renewal date.

- 8.2 We accept the following methods of payment on Our Site:
- 8.2.1 Credit or debit card;
  - 8.2.2 Direct payment to our bank account;
- 8.3 If You do not make any payment due to Us on time, We will suspend Your access to the Paid Content. For more information, please refer to sub-Clause 9.5. If You do not make payment within 14 days of Our reminder, We may cancel the Contract. Any outstanding sums due to Us will remain due and payable.
- 8.4 If You believe that We have charged You an incorrect amount, please contact Us at as soon as reasonably possible to let Us know. You will not be charged for Paid Content while availability is suspended.

## **9. Provision of Paid Content**

- 9.1 We undertake to make available to You on these Terms of Sale the Paid Content for which You subscribe but if You choose not to access or make any permitted use of some or all of that Paid Content or, for any reason not attributable to Us, You are unable to do so, You will not be entitled to any refund.
- 9.2 Paid Content appropriate to Your Subscription will be available to You immediately from when We send You a Subscription Confirmation for the duration of Your Subscription, including any renewals, or until the Contract is otherwise ended, on and subject to the following:
- 9.2.1 An item of Paid Content requested will be available when stated in the information that We provide about it before You place Your order, either (a) if it is a livestream item, the time and date when it is scheduled to be available and to start; or (b) if it is a pre-recorded or other non-streamed item, the period within which it is or will be available for access.
  - 9.2.2 If an item of Paid Content is a livestream item, We will use reasonable endeavours to make it available and start it at the time it is scheduled to start, but the start may be delayed either by overrun of a previous livestream item available to You and/or others or by other circumstances. We will not be liable for any such delay.
- 9.3 In some limited circumstances, We may need to suspend the provision of Paid Content (in full or in part) for one or more of the following reasons:
- 9.3.1 To fix technical problems or to make necessary minor technical changes as described above in sub-Clause 6.2;
  - 9.3.2 To update the Paid Content to comply with relevant changes in the law or other regulatory requirements as described above in sub-Clause 6.2;
  - 9.3.3 To make more significant changes to the Paid Content, as described above in sub-Clause 6.3.
- 9.4 If We need to suspend availability of the Paid Content for any of the reasons set out in sub-Clause 9.3, We will inform You in advance of the suspension and explain why it is necessary (unless We need to suspend availability for urgent or emergency reasons such as a dangerous problem with the Paid Content, in which case We will inform You as soon as reasonably possible after suspension). [You will not be charged while availability is suspended and Your Subscription will be extended by a period equivalent to the length of the

suspension [(unless the period of suspension is less than 5 working days If the suspension lasts (or We tell You that it is going to last) for more than 30 days, You may end the Contract as described below in sub-Clause 12.2.

- 9.5 We may suspend provision of the Paid Content as follows if We do not receive payment on time from You. We will inform You of the non-payment on the due date, however if You do not make payment within 14 days of Our notice, We may suspend provision of the Paid Content until We have received all outstanding sums due from You. If We do suspend provision of the Paid Content, We will inform You of the suspension. You will not be charged for any Paid Content while provision is suspended.

## **10. Licence**

- 10.1 We will own (and retain) all intellectual property rights (at all times throughout the world) in all Paid Content but when You purchase a Subscription to access Paid Content We will grant You a limited, non-exclusive, non-transferable, non-sublicensable licence for You to access, participate in and use the relevant Paid Content for the purposes of and in the course of Your business, [together with the permission[s]] granted under sub-Clause 10.2)[and][subject to the restrictions contained in subclause 10.3]. The licence granted does not give You any rights in Our Paid Content (including any material that We may licence from third parties).

- 10.2.1 The licence granted under sub-Clause 10.1 is subject to the following usage restrictions:

You may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the Paid Content (or any part of it) or make it available to the public except as permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright Works');

10.2.2 You may not use any two way livestream facility which is or is part of a Paid Content item or event to communicate or make accessible to any other person accessing or participating in that item or event anything (by voice, text, image or otherwise) except for a query about or contribution to that item or event which is proper having regard to the content of that item or event;

## **11. Ending Your Subscription**

- 11.1 You may cancel Your Subscription at any time. However, subject to [sub-Clause 11.2 and] Clause 12, We cannot offer any refunds and You will continue to have access to the Paid Content for the remainder of Your current Subscription (up until the renewal or expiry date, as applicable), whereupon the Contract will end.

- 11.2 If You purchase a Subscription by mistake (or allow Your Subscription to renew by mistake), please inform Us as soon as possible and do not attempt to access any Paid Content. Provided You have not accessed any Paid Content since the start date (or renewal date, as appropriate) of the Subscription We will be able to cancel the Subscription and issue a full refund. If You have accessed any Paid Content once the Subscription has started, We will not be able to offer any refund and You will continue to have access to the Paid Content for the remainder of the Subscription (up until the renewal or expiry date, as applicable).

- 11.3 If You wish to exercise Your right to cancel under this Clause 11, You may inform Us of Your cancellation in any way You wish, however for Your convenience We offer a cancellation form on Our Site [www.miketrup.com](http://www.miketrup.com) and

will include [a link to] it with the Subscription Confirmation. Cancellation by email or by post is effective from the date on which You send Us Your message. If You would prefer to contact Us directly to cancel, please use the following details:

11.3.1 Telephone +44 20 3286 5075;

11.3.2 Email: miketrup@gmail.com;

11.3.3 Post: 28 Sylvandale, Welwyn Garden City AL7 2HT;

in each case, providing Us with Your name, address, email address, telephone number, and Subscription ID.

11.4 We may ask You why You have chosen to cancel and may use any answers You provide to improve Our content and services, however please note that You are under no obligation to provide any details if You do not wish to.

11.5 Refunds under this Clause 11 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which You inform Us that You wish to cancel.

11.6 Refunds under this Clause 11 will be made using the same payment method that You used when purchasing Your Subscription [unless You specifically request that We make a refund using a different method].

## **12. Ending the Contract Because of Something We Have Done (or Will Do)**

12.1 You may end the Contract at any time if We have informed You of a forthcoming change to Your Subscription or the Paid Content or these Terms of Sale that You do not agree to. If the change is set to take effect or apply to You before the end of Your current Subscription, We will issue pro-rata refund. If the change will not take effect or apply to You until the expiry of Your current Subscription, the Contract will end at the end of that Subscription period and You will continue to have access to the Paid Content until that date.

12.2 If We have suspended availability of the Paid Content for more than 30 days, or We have informed You that We are going to suspend availability for more than 30 days, You may end the Contract immediately, as described in sub-Clause 9.4. If You end the Contract for this reason, We will issue You with a cash refund to the payment method used.

12.3 If availability of the Paid Content will be significantly delayed because of events outside of Our control, You may end the Contract immediately. See sub-Clause 14.2.6 for more information. If You end the Contract for this reason, We will issue You with a refund to the payment method used.

12.4 If We inform You of an error in the price or description of Your Subscription or the Paid Content and You wish to end the Contract as a result, You may end it immediately. If You end the Contract for this reason, We will issue You with a cash refund to the payment method used.

12.5 You also have a legal right to end the Contract at any time if We are in breach of it. You may also be entitled to a full or partial refund and compensation.

12.6 If You wish to exercise Your right to cancel under this Clause 12, You may inform Us of Your cancellation in any way You wish, however for Your convenience We offer a cancellation form on Our Site [www.miketrup.com](http://www.miketrup.com) and will include a link to it with the Subscription Confirmation.

12.7 If You would prefer to contact Us directly to cancel, please use the following details:

12.7.1 Telephone +44 20 3286 5075;

12.7.2 Email: miketrup@gmail.com;

12.7.3 Post: 28 Sylvandale, Welwyn Garden City AL7 2HT;

in each case, providing Us with Your name, address, email address, telephone number, and Subscription ID.

12.8 [We may ask You why You have chosen to cancel and may use any answers You provide to improve Our content and services, however please note that You are under no obligation to provide any details if You do not wish to.]

12.9 Refunds under this Clause 12 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which You inform Us that You wish to cancel.

12.10 Refunds under this Clause 12 will be made using the same payment method that You used when purchasing Your Subscription unless You specifically request that We make a refund using a different method.

### **13. Our Liability**

13.1 Subject to sub-Clause 13.3, We will not be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity, or for any indirect or consequential loss arising out of or in connection with any contract between You and Us.

13.2 Subject to sub-Clause 13.3, Our total liability to You for all other losses arising out of or in connection with any contract between You and Us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be either £1 or 100% of the total sums paid by You under the contract in question, whichever is the greater sum.

13.3 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors), for fraud or fraudulent misrepresentation, or for any other matter in respect of which liability cannot be excluded or restricted by law.

### **14. Events Outside of Our Control (Force Majeure)**

14.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other similar or dissimilar event or circumstance that is beyond Our reasonable control.

14.2 If any event described under this Clause 14 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Sale:

14.2.1 We will inform You as soon as is reasonably possible;

14.2.2 We will take all reasonable steps to minimise the delay;

14.2.3 To the extent that We cannot minimise the delay, Our affected obligations under these Terms of Sale (and therefore the Contract) will

be suspended and any time limits that We are bound by will be extended accordingly;

14.2.4 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Paid Content as necessary;

14.2.5 If the event outside of Our control continues for more than <<insert time period>> We will cancel the Contract and inform You of the cancellation. Any refunds due to You as a result of that cancellation will be paid to You as soon as is reasonably possible and in any event within <<insert time period>> of the date on which the Contract is cancelled and will be made using the same payment method that You used when ordering Your Subscription [unless You specifically request that We make a refund using a different method];

14.2.6 If an event outside of Our control occurs and continues for more than 30 days and You wish to cancel the Contract as a result, You may do so in any way You wish, however for Your convenience We offer a cancellation form on Our Site [www.miketrup.com](http://www.miketrup.com). If You would prefer to contact Us directly to cancel, please use the following details:

Telephone: 44 20 3286 5075;

Email: [miketrup@gmail.com](mailto:miketrup@gmail.com);

Post: 28 Sylvandale, Welwyn Garden City AL7 2HT;

In each case, providing Us with Your name, address, email address, telephone number, and Order Number. Any refunds due to You as a result of such cancellation will be paid to You as soon as is reasonably possible and in any event within 14 days of the date on which the Contract is cancelled and will be made using the same payment method that You used when ordering Your Subscription.

## **15 Communication and Contact Details**

15.1 If You wish to contact Us with general questions or complaints, matters relating to Paid Content or Your Subscription or cancellations, You may contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>.

## **16 Complaints and Feedback**

16.1 We always welcome feedback from Our clients and, whilst We always use all reasonable endeavours to ensure that Your experience as a client of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.

16.2 All complaints are handled in accordance with Our complaints handling policy and procedure,

16.2.1 In writing, addressed to Mike Trup, 28 Sylvandale, Welwyn Garden City AL7 2HT;]

16.3.2 By email, addressed to [miketrup@gmail.com](mailto:miketrup@gmail.com)

16.3.3 [By contacting Us by telephone on 44 20 3286 5075

How We Use Your Personal Information (Data Protection)

16.3 All personal data that We may use will be collected, processed, and held in

accordance with the provisions of the Data Protection Legislation and Your rights thereunder.

- 16.4 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy <<insert link to Privacy Policy>> [and Cookie Policy <<insert link to Cookie Policy>>].

## **18 Other Important Terms**

- 18.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, You will be informed by Us in writing. Your rights under these Terms of Sale (and the Contract) will not be affected and Our obligations under these Terms of Sale (and the Contract) will be transferred to the third party who will remain bound by them.
- 18.2 You may not transfer (assign) Your obligations and rights under these Terms of Sale (and under the Contract, as applicable) without Our express written permission.
- 18.3 The Contract is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.
- 18.4 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.
- 18.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.
- 18.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale as they relate to Your Subscription, We will give You reasonable advance notice of the changes and provide details of how to cancel if You are not happy with them (also see sub-Clause 12.1 above).

## **19 Law and Jurisdiction**

- 19.1 These Terms of Sale, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 19.2 Any disputes concerning these Terms of Sale, or the relationship between You and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## Attachment

### **2. Use of the Zoom web-conferencing platform] OR Google Meet] to access consultations with a Business Consultant (“the Services”) online**

We offer the Services online **or** as an alternative that You can choose when You and/or the Business Consultant cannot attend a consultation session in-person (at Our or Your premises) for any reason.

We use technology which allows Us to provide the Services provided that You have the appropriate technology (see below) to receive the Services. For this purpose, We use the Zoom cloud-based web conferencing platform “Zoom” **OR Google Meet**.

Where We are to make any of the Services available for You by means of Zoom **OR Google Meet** rather than any other platform, it will be on the following basis.

### **3. The technology that We will be responsible for providing**

We will subscribe to Zoom or Google Meet and will pay any necessary fees to [Zoom] [r **Google Meet**] to maintain that subscription. It will enable Us to act as “host” and to provide the Services to You over th internet via the Zoom **or Google Meet** facility.

To receive or participate in any of the Services via Zoom **or Google Meet**, You will need to join an online session which is within the scope of Your Subscription. You will not need to pay any fee or charge to use the Zoom or Google facility or join that session: You will only need to pay for the Services made available by Your Subscription.

We do not provide any PC, laptop, tablet, mobile phone or other hardware (“Device”) or any Zoomor Google Meet or App or other software for use on or with any Devices, nor any internet connection or service or other equipment or facilities necessary to enable You to use Zoom or Google Meet.

We do not supply or make available the [Zoom] [or Google Meet] platform that You use to access any Paid Content. We do not act as agent or otherwise on behalf of Zoom or Google Meet or any other third party platform provider. We are not a party to Your download and use of that platform. We will have no responsibility or liability to You in any respect in relation to Zoom or Google Meet or any other third party platform provider. It will be subject to and governed by such terms and conditions and privacy policy of Zoom or Google Meet or other third party provider of the platform to You imposes on such download and use.

Paid Content consisting of Background Items is not provided via the Zoom or Google Meet platform but is instead downloadable directly from Our Site.

### **4. The technology and other items that You will be responsible for providing**

It will be Your sole responsibility to ensure that You have access to, and familiarity with all necessary technology so that You can receive and participate in the Services via Zoom or Google Meet.

You will need to ensure that You have access to and use the following non-exhaustive list of facilities for this purpose:

- (a) An appropriate functioning Device which is adequately charged;
- (b) An up to date Zoom or Google Meet App where applicable. It will need to be downloaded to Your Device, and installed and working fully and correctly on Your Device, so that You can receive the Services;
- (c) Stable, reliable, internet access with adequate speed;
- (d) A location at Your premises with a suitable environment in which to watch, listen, speak where appropriate, make notes, and otherwise to participate as

necessary, without the presence of any other person to distract You or the Business Consultant except for any colleague(s) or associate(s) or other person(s) participating at Your request and] by arrangement with the Business Consultant;

- (e) Where the Device on its own does not provide an adequate microphone and/or loudspeakers for the purpose of the Services, external microphone and/or speakers as reasonably necessary; and
- (f) A camera and document sharing] facility and a screen sharing facility that is part of or connected to the Device which is adequate for You and the Business Consultant to share or view remotely any written material/photos/videos or other items that either of You wish to make available to the other for the purposes of and during the course of a consultation.

## **5. Scope of what We make available to access**

We do not, and cannot, assist You to obtain, set up, maintain, or operate any technology. If You need any assistance or advice about technology, You should seek it from an appropriate third party. We do not, and cannot, give You any advice about what technology is needed or how to use it.

We do not claim to have any expertise or skill in relation to any technology that You need or use for the purpose of receiving the Services. However, We may, if You request it, either before or during any session of the Services, and without charge, offer suggestions in good faith to resolve any problem with that technology that You report, but it will not be in the nature of advice to You. We do not therefore take on any responsibility or accept any liability to You if any such suggestion does not help You to resolve any problem or if by following any such suggestion You experience any other problem, loss or damage to Your Device, Your digital content or any other technology or other thing.

Without in any way limiting anything in Clause 14 of the Terms of Sale, for the purposes of Clause 14, causes beyond Our reasonable control may include any of the following:

- (a) Where You are unable to resolve any technology problem (whether or not You have asked Us for or We have offered any suggestions as to how to resolve the problem); or
- (b) Any slow speed, instability, temporary or other breakdown, unavailability or inadequacy of, or defect in, Your internet service or any other equipment or service (e.g. telecommunications, computing, audio or visual) that You use or rely on; or
- (c) Failure of or defect in the Zoom or Google Meet platform used by Us or You to make the Services available to You; or
- (d) Lack of an appropriate functioning Device or any failure of or defect in a Device; or
- (e) Your inability to access the Services due to failure of or defects in Our Site etc.

## **6. Account setup needed**

In order to purchase any Subscription and enable You to receive any Services, You will first need to setup and then maintain an Account with Us. Our Site explains how to set up an Account.

We only offer Paid Content for use in the UK to businesses established in the UK. You may only open an Account with a main business address which is in the UK.

During the process of setting up an Account, You will be required to choose a password and user name. We recommend that You choose a strong password for

Your Account.

You [will][may] be asked for additional information regarding Your Account, such as Your e-mail address.

## **7. Your responsibility for Your Account and its security**

You must not share Your Account or Your Account details with anyone except You or a member of Your personnel who has Your permission to do so and to receive and use those details on Your behalf. If You believe that Your Account is being used by anyone else, please contact Us immediately. We will not be liable for any unauthorised use of Your Account.

You are fully responsible for maintaining the confidentiality of Your password and account information and for all activities that occur under Your password or Account. You must ensure that You log out from Your Account at the end of each session accessed by You. You must immediately notify Us of any unauthorised use of Your password or Account or any other breach of security relating to Your Account.

You must never use anyone else's Account without prior authorization from Us for the specific occasion in question.

When creating an Account, the information You provide must be accurate and complete. If any of Your information changes at a later date, it is Your responsibility to ensure that Your Account is kept up-to-date.

If You have an active Subscription, Your Account will remain active for the duration of the period of that Subscription or, if later, until the end of the latest access period granted to any Instruction by the Subscription.

If You wish to close and delete Your Account, You may do so via the 'Customer' section of Our Site.

## **8. Your privacy and security on each occasion when the Services are accessed**

Note that any two way live consultation session (not a pre-recorded one way transmission) that You purchase will be accessible only to You as an individual private session unless We specify and agree with You that it is to be made available on that occasion to any additional business client(s).

If We do specify and agree with You that a particular two way live consultation session is accessible to You and to any other business client(s), the following will apply to such a session:

- (a) When You sign in to Zoom or Google Meet, You might want to indicate Your business name only since Your sign in name will be visible to Our other business clients taking part;
- (b) You understand and are aware that there is a risk that such other business clients may see and hear (via the video and/or audio facilities of the Zoom or Google Meet App and Your Device) not only You but also Your space and its surroundings and any documents or other materials in Your space and its surroundings, and other people in or near that space and its surroundings when You are participating in the session;
- (c) The space that You use should be free of others who are not participating in the session with You or on Your behalf and it should be difficult to see or hear via the Zoom or Google Meet App and Your Device any interactions between other people who are in or near that space and its surroundings. For example, You or those participating in the session with You or on Your behalf might decide to use a separate office or other private room and/or wear headphones;

- (d) There are potential risks in transmitting information over technology that include, but are not limited to, breaches of confidentiality and the theft of personal information;
- (e) We cannot ensure privacy or confidentiality due to the nature of two way sessions involving business clients in addition to You;
- (f) In any event, it will be Your responsibility to ensure that You have a suitable space to use when participating in any two way session in order to protect the privacy of You and any persons participating in the session with You or on Your behalf and the privacy of others in or near that space.

We will not be liable to You for any loss or damage arising from Your failure to comply with the above requirements.]

## **9. Particular communication or other requirements**

You acknowledge and agree that when You purchase a Subscription and [at least 48 hours] before You participate in any session, You must tell Us of any special communication or other requirement, problem or circumstances of which You are aware which might be relevant to You participating in that session. We will [discuss with You any such matter that You tell Us about, and] inform You if We are unable to accept Your order for a Subscription because of the particular requirement, problem or circumstances in question. If We do accept Your order, You will need to act in accordance with any instructions provided by Us relating to the matter.

## **9. Our Business Consultants**

Please note that:

- (a) Unless We have otherwise agreed with You, We will in Our discretion decide which Business Consultant to assign to each consultation session and where a Subscription comprises more than one session We

### **EITHER**

may assign different Business Consultants to different sessions, but will endeavour to minimize the changes of Business Consultant from one session to the next in relation to each Subscription

### **OR**

will ensure as far as we reasonably able to do so, that We assign the same Business Consultant to those sessions, and will in any event try to minimize changes of Business Consultant from one session to the next in relation to each Subscription

- (b) In any event, the Business Consultant who We assign to any session will be appropriately qualified and/or experienced [at the appropriate level] for that session.
- (c) Details of qualifications [and][or] experience of the Business Consultants who We may or will assign to any session will be available to see on our Site.

## **10. Your Brief to Us**

When We plan what We will intend to cover in any consultation session(s) with You, We will work from Your initial outline statement of Your project, plan, problem, circumstances, and nature of Your requirements ("Brief"), and for that purpose We will ask You to give Us such a statement in advance of the first consultation session. The Brief may be subsequently revised and developed by Us and/or You during the course of conducting any session(s). In addition to changes which You or We choose to make, there may be changes to the Brief that are necessary to comply with laws,

standards, codes of conduct or other rules.

## **11. Our Services**

We offer online [management][business] consultation sessions in relation to those matters which are detailed on our website under the “Types of Services” tab]

## **12. How We Work with You**

Through discussion, explanation, information or advice, Our online or offline consultation sessions can cover:

- Examination, clarification and elaboration of the Brief
- Your ideas relating to the Brief
- Reviewing any information in addition to the Brief that You have sent or shared
- Further information that We will need from You
- Other professionals or advisers who We consider will need to be involved
- Other steps to be taken by You to facilitate achieving the Brief
- How to work with Us after the session, whether online or in person
- Next step/s]
- fee proposal for the Brief
- Reporting back to You: After each of Our consultation sessions, We may report back to You by producing a written report for You which We will email to You. It will comprise preliminary suggestions or advice

Other items materials etc: We may make suggestions as to any other materials, or other items or resources available on or via Our website that We think would be helpful or necessary for You to read or view or acquire to assist in facilitating the Brief.

Where You or We consider it necessary to involve any third party(ies) in any session, either You or We may propose who that person is to be and why they are needed for or relevant to the matter[s] on which You wish to consult Us. We will agree with You in each case whether that person will be physically in attendance with You or Us in order to join in the session, or whether instead they will participate in the session from other premises as an additional party via the web-conferencing platform that We and You use. Unless otherwise agreed with You, there will be no additional charge to You for that person's participation in the session concerned.

## **13. Result of a consultation**

Whilst We will use Our reasonable endeavours to provide appropriate advice and information using reasonable care and skill, the nature of an online consultation means that there are limitations on how far or effectively any Brief can be progressed or advice given in connection with the Brief by that means. The result of any one or more sessions will be different in each case depending on various factors.

We will tell You before, during or after a consultation if and when We will need to see in person either You or any of Your personnel in order to be able to progress any matter. If Our view is that We need to see You or any of Your personnel for that purpose, We will discuss the situation with You and endeavour to arrange an appointment to see You or Your personnel either at Our office or at Your premises. Any such meeting in person at Our office or Your premises, and any work carried out or services provided to You (other than provision under these Terms of Sale of any Paid Content) will be subject to Our standard terms and conditions applicable to in

person appointments and to other work and services.

We make no warranty or representation and give no undertaking that:

- (a) any, or any particular, result will be brought about as a result of You taking part in any session(s) or receiving or using any other Paid Content; or
- (b) We will carry out any work or provide any services for You other than or additional to providing Paid Content within Your Subscription, save as We may expressly agree under a separate agreement.

#### **14. Miscellaneous**

**Number of sessions needed:** We agree to provide any session(s) that We agree to arrange with You in relation to any Brief. It is not possible to determine at the outset [or subsequently] how many sessions will be required in relation to any Brief. Unless We agree otherwise, in order to assist with Your Brief, it will be necessary for Us to provide services to you under an agreement separate from the contract for Your Subscription (i.e. provision of Paid Content alone will not be sufficient to enable Us to assist with Your Brief).

**Period of a session:** Where a session is a live two way interactive session, We will provide a consultation for 60 minutes (or any other period that We agree with You when You purchase a Subscription).

**Punctuality:** We expect You to be ready for a session at least 5 minutes before the scheduled start time of the session to ensure that You are ready to start on time.

**Missing a consultation session:** If You are not available for a session for any reason it is solely Your responsibility to ensure that You purchase an additional session if necessary.