

BACKGROUND:

- (A) These Terms of Sale set out the conditions on which Paid Content, accessed via Subscription, is made available to Business clients through this website, <<insert website address>>
- (B) Terms and information that are presented by a [Business] or [Zoom cloud-based web conferencing] delivery method/s offered>> are set out in the attachment below for ease of reference but they will have effect in these Terms of Sale.
- (C) Before You can purchase Paid Content through Our Site you will first have to set up an Account. You will not be able to open an Account or use a Subscription or access Paid Content through Our Site until you have successfully completed the process of setting up an Account, You will be bound by these Terms of Sale and the attachment.
- (D) These Terms of Sale, as well as the attached Contracts, are in the English language only.
- (E) These Terms of Sale apply to the use of Our Site are separate to the Terms of Use of Our Site under the heading "Website Terms of Use".

1. Definitions and Interpretation

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

"Account"

"[Business][Management Consultant]"

"Background Items"

"Contract"

conditions on which Paid Content, accessed via Subscription, is made available to Business clients through this website, <<insert website address>>

Terms and information that are presented by a [Business] or [Zoom cloud-based web conferencing] delivery method/s offered>> are set out in the attachment below for ease of reference but they will have effect in these Terms of Sale.

Before You can purchase Paid Content through Our Site you will first have to set up an Account. You will not be able to open an Account or use a Subscription or access Paid Content through Our Site until you have successfully completed the process of setting up an Account, You will be bound by these Terms of Sale and the attachment.

These Terms of Sale, as well as the attached Contracts, are in the English language only.

These Terms of Sale apply to the use of Our Site are separate to the Terms of Use of Our Site under the heading "Website Terms of Use".

Unless otherwise requires, the following expressions have the following meanings:

"Account" means an Account as referred to in Sub-Clause 7.1, that is set up by You with Us in order to purchase any Paid Content;

"[Business][Management Consultant]" means a consultant or other individual who provides Management Consultancy Services to You and/or who interacts with You in connection with the provision of Paid Content;

"Background Items" means any documents, sources (background and other information) relevant to the consultation, information to be provided to You, and any other information that is downloadable or viewable as part of the consultation;

"Contract" means the Contract entered into between Us and You for the purchase of Paid Content, or any other agreement between You to access any Paid Content, as set out in the attachment.

**“Data
Protection
Legislation”**

“Paid Content”

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in force in the UK from time to time
and privacy including, but not
Data Protection Act 2018, EU Regulation
General Data Protection Regulation (“GDPR”)
the applicable EU regulation relating
to privacy (for as long as, and to the
extent, as legal effect in the UK) and any
other relating to data protection and

consultation, advice, guidance, or
materials or other information related
to offer, comprised of any content
such as, images, audio, video and other
materials through Our Site and made
available [or [via] Our Site] by means of

continuous live stream audio and/or
video (e.g. Zoom, GoToMeeting, Skype for
Business), WebEx];

live stream video and/or audio] [or
downloadable] video and/or audio] of

video/audio streaming platform
[Our Site]

website, e.g. Youtube] via a link
[to];

other viewable text, graphics or
non-audio items or information,
[Items]].

more fully described in other
We give or make available to You
under subscription. That information may
be of any [Business][Management]
[or] any content on Our behalf but
if we do not do so, We may, if so We
may, at any time and without notice
from other [Business][Management]
personnel suitably qualified and experienced;

“Subscription”

S

to Our Site purchased by You with access to Paid Content which

specific single events or items; and/or series or collections of two or more items; and/or

for all types of events or items on Our Site; and/or items.

A

information about the period of access before You purchase the Subscription and the information described in Sub-

“Subscription Confirmation”

will include access to the for the whole period of the will all be accessible as soon as [subscription Confirmation];

“Subscription ID”

ance and confirmation of Your option;

“We/Us/Our”

number for Your Subscription;

M

business name>> [, a company and under <<insert company registered address is <<insert and whose main trading address >>]; and

“You”

client which sets up an Account subscriptions. and accesses and uses

2. Information About Us

2.1 Our Site, <<insert business name>> [company number> address>> and who [Our VAT number is

owned and] operated by <<insert registered in England under <<insert address is <<insert registered is] OR [of] <<insert address>>.]

2.2 [We are registered professional or other

by <<insert details of applicable

2.3 [We are a member organisation>>]

of relevant professional or other

2.4 [<<insert further info

3. Contacting Us

3.1 If You wish to contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

questions, You may contact Us by <<insert telephone number>>, by email at <<insert email address>>.

3.2 For matters relating to Your Subscription or Account, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

for Subscription or Account, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>.

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3.3 For matters relating to these Terms of Use, please contact Us by telephone at <<insert telephone number>> or by email at <<insert email address>>, by post at <<insert address>> and the contact details set out in the Contact Clauses above.

3.3 For matters relating to these Terms of Use, please contact Us by telephone at <<insert telephone number>> or by email at <<insert email address>>, by post at <<insert address>> and the contact details set out in the Contact Clauses above.

3.4 To make a complaint, please contact Us by telephone at <<insert telephone number>> or by email at <<insert email address>>, by post at <<insert address>> and the contact details set out in the Contact Clauses above.

3.4 To make a complaint, please contact Us by telephone at <<insert telephone number>> or by email at <<insert email address>>, by post at <<insert address>> and the contact details set out in the Contact Clauses above.

4. Access to and Use of Our Site

4.1 Access to Our Site is subject to the Terms of Use <<insert link>>.

4.1 Access to Our Site is subject to the Terms of Use <<insert link>>.

4.2 It is Your responsibility to ensure that You have the technical arrangements necessary in order to access Our Site.

4.2 It is Your responsibility to ensure that You have the technical arrangements necessary in order to access Our Site.

4.3 Access to Our Site is provided on an "as available" basis. We may alter, suspend or discontinue access to any part of it at any time and without notice. We do not guarantee that any part of it is available at any time or in any way if Our Site (or any part of it) is unavailable for any period.

4.3 Access to Our Site is provided on an "as available" basis. We may alter, suspend or discontinue access to any part of it at any time and without notice. We do not guarantee that any part of it is available at any time or in any way if Our Site (or any part of it) is unavailable for any period.

4.4 Use of Our Site is subject to the Terms of Use <<insert link>>. Please ensure that You read them carefully and that You understand them.

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5. Business Clients

5.1 These Terms of Sale do not apply to business clients only. These Terms of Sale do not apply to consumers purchasing Paid Content for personal use (for their own use, or for use in their trade, business, craft, or profession).

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5.2 These Terms of Sale apply to the agreement between Us and You with respect to Your purchase of Paid Content from Us. You acknowledge that You have not relied upon any statement, representation, warranty 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 negligent misstatement based upon any statement hereunder.

5.2 These Terms of Sale apply to the agreement between Us and You with respect to Your purchase of Paid Content from Us. You acknowledge that You have not relied upon any statement, representation, warranty 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 negligent misstatement based upon any statement hereunder.

6. Subscriptions, Paid Content and Pricing

6.1 We may from time to time change the price of any Subscription to which You are subscribed. Changes in price will not affect any Subscription that has already been purchased but will apply to any subsequent renewals. We will inform You of any change in price at least <<insert number of 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.

6.1 We may from time to time change the price of any Subscription to which You are subscribed. Changes in price will not affect any Subscription that has already been purchased but will apply to any subsequent renewals. We will inform You of any change in price at least <<insert number of 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 be made to certain Paid Content, for example, to reflect changes in law and regulatory requirements, or to address technical or operational issues. These changes will not alter the main characteristics of the Paid Content and should not normally affect Your use of the Paid Content. However, changes made that would affect Your use of the Paid Content will be provided to You.

6.2 Minor changes may be made to certain Paid Content, for example, to reflect changes in law and regulatory requirements, or to address technical or operational issues. These changes will not alter the main characteristics of the Paid Content and should not normally affect Your use of the Paid Content. However, changes made that would affect Your use of the Paid Content will be provided to You.

6.3 In some cases, as described in sub-Clause 12.1, We may also make more significant changes to Paid Content. If We do so, We will inform You at least <<insert number of days>> before the changes are 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.

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6.4 Where any updates are made to match Our descriptions of the Paid Content to those in the Subscription for access to the Paid Content, that Paid Content will continue to be provided to You before You purchased Your Subscription. Please note that this does not affect the price of the Paid Content.

6.4 Where any updates are made to match Our descriptions of the Paid Content to those in the Subscription for access to the Paid Content, that Paid Content will continue to be provided to You before You purchased Your Subscription. Please note that this does not affect the price of the Paid Content.

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content, thereby going beyond the

6.5 We make all reason
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for a Subscription t
regarding VAT, how

at all prices shown on Our Site are
pricing information is reviewed and
s in price will not affect any order
aced (please note sub-Clause 6.9

6.6 All prices are chec
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shown when You
amount and continu
will give You the op
cancel Your order
processing Your or
response from You
cancelled and notify

accept Your order. In the unlikely
information, We will contact You in
e correct price is lower than that
will simply charge You the lower
. If the correct price is higher, We
Subscription at the correct price or to
of it). We will not proceed with
You respond. If We do not receive a
>>, We will treat Your order as

6.7 If We discover an e
Your order is pro
reasonable efforts t
cancel the Contract
do wish to cancel th

scription of Your Subscription after
You immediately and make all
may, however, have the right to
orm You of such an error and You
to sub-Clause 12.4.

6.8 If the price of a Su
order being placed
be charged the pri
Subsequent Subscr

e ordered changes between Your
order and taking payment, You will
at the time of placing Your order.
ll be charged at the new price.

6.9 Prices on Our Site
VAT rate changes f
the amount of VA
payment.

sive [and inclusive] of VAT. If the
g placed and Us taking payment,
omatically adjusted when taking

7. Orders – How Contracts

7.1 Our Site will guide
purchasing a Subs
setting up an Acco
You will be given th
amend it. Please e
submitting it.

ss of setting up an Account and
see the attachment below as to
Your purchase of a Subscription,
Your order for the Subscription and
checked Your order carefully before

7.2 If, during the orde
information (includin
type of Paid Conter
If We are unable
information, We will
accurate or comple
will cancel Your ord
be responsible for a
You providing incor

Us with incorrect or incomplete
complete information about You or the
e contact Us as soon as possible.
due to incorrect or incomplete
orrect it. If You do not give Us the
asonable time of Our request, We
ct as being at an end. We will not
y of Paid Content that results from
ation.

7.3 No part of Our Sit
Your order to purch
may, at Our sole di
order does not mea
by Us sending You

ual offer capable of acceptance.
stitutes a contractual offer that We
knowledge of receipt of Your
ed it.] Our acceptance is indicated
tion by email. Only once We have

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sent You a Subscription Confirmation between Us and You.

There shall be a legally binding Contract

7.4 Subscription Confirmation

containing the following information:

7.4.1 Your Subscription

7.4.2 Confirmation of the main characteristics of the Subscription as part of it

ordered including full details of the Subscription and Paid Content available

7.4.3 Fully itemised list of the appropriate charges

Subscription including, where appropriate, any additional charges;

7.4.4 The duration of the Subscription [expiry] [and any grace period]

(including the start date, and the end date)

7.4.5 In relation to any recorded event, item, series, or collection of items constituting the Paid Content, the period for which the Paid Content will be processed which will be either (a) the whole period of the event, item, series, or collection of items or a specific period commencing on a stated date

or recorded) event, item, series, or items constituting the Paid Content, the period for which the Paid Content will be processed which will be either (a) the whole period of the event, item, series, or collection of items or a specific period commencing on a stated date

7.4.6 <<insert additional information>>

required>>.

7.5 In the unlikely event that We cannot fulfil Your order for any reason, We will endeavour to refund any payment taken under normal circumstances. If We cannot refund any such sums will be refunded to You

or cannot fulfil Your order for any reason, We will endeavour to refund any payment taken under normal circumstances. If We cannot refund any such sums will be refunded to You

7.6 Any refunds due to You will be issued to You as soon as possible, and in any event no later than 30 calendar days of the day on which the event triggering the refund occurs

will be issued to You as soon as possible, and in any event no later than 30 calendar days of the day on which the event triggering the refund occurs

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

using the same payment method that You used when You placed Your order [unless You specifically request that We make the refund using a different method].

8. Payment for Subscription

8.1 Payment for Subscription must be made in advance. Your chosen payment method will be used to process Your order and send You a Subscription Confirmation [renewal date] OR [not more than <<insert period>> before the start of the Subscription].

made in advance. Your chosen payment method will be used to process Your order and send You a Subscription Confirmation [renewal date] OR [not more than <<insert period>> before the start of the Subscription].

8.2 We accept the following payment methods on Our Site:

on Our Site:

8.2.1 <<insert payment method>>

8.2.2 <<insert payment method>>

8.2.3 <<insert payment method>>

8.2.4 <<add further payment methods>>

required>>;

8.3 If You do not make payment 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 the <<insert period>> of Our reminder, We may cancel the Contract and any sums due to Us will remain due and payable.

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 the <<insert period>> of Our reminder, We may cancel the Contract and any sums due to Us will remain due and payable.

8.4 If You believe that We have charged an incorrect amount, please contact Us at <<insert email address>> as reasonably possible to let Us know. You will not be entitled to a refund while availability is suspended.

If You believe that We have charged an incorrect amount, please contact Us at <<insert email address>> as reasonably possible to let Us know. You will not be entitled to a refund while availability is suspended.

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9. Provision of Paid Content

9.1 We undertake to not provide any Paid Content for which You have not made payment, except for the permitted use of such Content for the purposes attributable to Us, and You will not be entitled to any refund.

9.2 Paid Content applicable to Your Subscription will be available to You immediately from the date of Your Subscription Confirmation for the duration of Your Subscription, including any renewals, or until the Contract is otherwise ended, or terminated.

9.2.1 An item of Paid Content will be available when stated in the information provided to You, either (a) if it is scheduled to start, the time and date when it is scheduled to start; or (b) if it is a pre-recorded or other non-scheduled item, the period within which it is or will be available for access.

9.2.2 If an item of Paid Content is scheduled to start, but does not start, but is delayed, We will use reasonable endeavours to start it at the time it is scheduled to start, but We are not liable for any such delay.

9.3 In some limited circumstances, We may suspend the provision of Paid Content (in full or in part) for the following reasons:

9.3.1 To fix technical issues or make necessary minor technical changes as described in sub-Clause 6.2;

9.3.2 To update the Paid Content to comply with relevant changes in the law or other regulations as described above in sub-Clause 6.2;

9.3.3 To make modifications to the Paid Content, as described above in sub-Clause 6.2.

9.4 If We need to suspend the provision of Paid Content for any of the reasons set out in sub-Clause 9.3, We will notify You in advance of the suspension and explain why it is necessary, unless it is an urgent or emergency suspension (in which case We will notify You as soon as reasonably possible after suspension). [If the suspension is for a period equivalent to the length of the Paid Content, We will notify You in advance of the suspension [(unless the suspension is less than <<insert period>>)]. If the suspension is for a period longer than <<insert period>>, We will notify You in advance of the suspension, and We will suspend provision of the Paid Content until We have received payment from You for the suspension, as described below in sub-Clause 12.2.

9.5 We may suspend provision of the Paid Content if We do not receive payment on time from You. If You do not pay the amount due to Us within <<insert period>> of Our notice, We may suspend provision of the Paid Content until We have received payment from You for the suspension, as described below in sub-Clause 12.2. You will not be charged for any suspension of the Paid Content.

on these Terms of Sale the Paid Content for which You have not made payment, except for the permitted use of such Content for the purposes attributable to Us, and You will not be entitled to any refund.

scription will be available to You immediately from the date of Your Subscription Confirmation for the duration of Your Subscription, including any renewals, or until the Contract is otherwise ended, or terminated.

will be available when stated in the information provided to You, either (a) if it is scheduled to start, the time and date when it is scheduled to start; or (b) if it is a pre-recorded or other non-scheduled item, the period within which it is or will be available for access.

eam item, We will use reasonable endeavours to start it at the time it is scheduled to start, but We are not liable for any such delay.

d to suspend the provision of Paid Content (in full or in part) for the following reasons:

make necessary minor technical changes as described in sub-Clause 6.2;

y with relevant changes in the law or other regulations as described above in sub-Clause 6.2;

o the Paid Content, as described above in sub-Clause 6.2.

id Content for any of the reasons set out in sub-Clause 9.3, We will notify You in advance of the suspension and explain why it is necessary, unless it is an urgent or emergency suspension (in which case We will notify You as soon as reasonably possible after suspension). [If the suspension is for a period equivalent to the length of the Paid Content, We will notify You in advance of the suspension [(unless the suspension is less than <<insert period>>)]. If the suspension is for a period longer than <<insert period>>, We will notify You in advance of the suspension, and We will suspend provision of the Paid Content until We have received payment from You for the suspension, as described below in sub-Clause 12.2.

ent as follows if We do not receive payment on time from You. If You do not pay the amount due to Us within <<insert period>> of Our notice, We may suspend provision of the Paid Content until We have received payment from You for the suspension, as described below in sub-Clause 12.2. You will not be charged for any suspension of the Paid Content.

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10. Licence

10.1 We will own (and re...
the world) in all Pai...
Paid Content We...
non-sublicensable...
relevant Paid Conte...
[together with the p...
to the restrictions c...
give You any rights...
licence from third pa...

erty rights (at all times throughout...
purchase a Subscription to access...
non-exclusive, non-transferable,...
ess, participate in and use the...
nd in the course of Your business,...
nder sub-Clause 10.2)[and][subject...
0.3]. The licence granted does not...
cluding any material that We may

10.2 [The licence grant...
permissions: <<Inse...

10.1 includes the following usage...
s as required>>.]

10.3 The licence granted...
restrictions:

is subject to the following usage

10.3.1 You may no...
otherwise tr...
available to...
Designs and...
Copyright W...

h, republish, share, broadcast or...
nt (or any part of it) or make it...
permitted under the Copyright...
oter 3 'Acts Permitted in relation to

10.3.2 You may no...
Paid Content...
other person...
(by voice, t...
contribution...
content of th...

eam facility which is or is part of a...
unicate or make accessible to any...
ing in that item or event anything...
e) except for a query about or...
ich is proper having regard to the

10.3.3 [<<Insert ad...
quired>>]

quired>>]

11. Ending Your Subscription

11.1 You may cancel Y...
Clause 11.2 and]...
continue to have ad...
Subscription (up un...
the Contract will end...

time. However, subject to [sub...
offer any refunds and You will...
t for the remainder of Your current...
r date, as applicable), whereupon

11.2 If You purchase a...
renew by mistake),...
to access any Pai...
Content since the...
Subscription We wil...
If You have accesse...
will not be able to o...
Paid Content for th...
expiry date, as appl...

e (or allow Your Subscription to...
on as possible and do not attempt...
ou have not accessed any Paid...
al date, as appropriate) of the...
subscription and issue a full refund...
e the Subscription has started, We...
will continue to have access to the...
scription (up until the renewal or

11.3 If You wish to exer...
inform Us of Your...
convenience We of...
include [a link to] it...
or by post is effecti...
You would prefer t...
details:

el under this Clause 11, You may...
ay You wish, however for Your...
n Our Site <<insert link>> and will...
onfirmation. Cancellation by email...
ch You send Us Your message. If...
cancel, please use the following

11.3.1 Telephone

ber>>;

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11.3.2 Email: <<in

11.3.3 Post: <<ins

in each case, pro
telephone number,

11.4 [We may ask You v
You provide to imp
You are under no o

11.5 Refunds under this
in any event within
You wish to cancel.

11.6 Refunds under this
that You used whe
request that We ma

12. Ending the Contract Bec

12.1 You may end the
forthcoming change
of Sale that You do
You before the end
<<insert type of ref
until the expiry of Y
that Subscription p
Content until that da

12.2 If We have suspende
period>>, or We ha
for more than <<ins
described in sub-C
issue You with a <<

12.3 If availability of the
events outside of C
sub-Clause 14.2.6
reason, We will issu

12.4 If We inform You of
the Paid Content an
immediately. If You
<<insert type of refu

12.5 You also have a leg
of it. You may also

12.6 If You wish to exer
inform Us of Your
convenience We of
include [a link to] it

12.7 If You would prefer
details:

12.7.1 Telephone

12.7.2 Email: <<in

12.7.3 Post: <<ins

in each case, pro

name, address, email address,

cancel and may use any answers
services, however please note that
details if You do not wish to.]

d to You as soon as possible, and
day on which You inform Us that

using the same payment method
description [unless You specifically
ent method].

Have Done (or Will Do)

if We have informed You of a
the Paid Content or these Terms
ge is set to take effect or apply to
ription, We will issue You with a
ill not take effect or apply to You
the Contract will end at the end of
inve to have access to the Paid

id Content for more than <<insert
e are going to suspend availability
end the Contract immediately, as
e Contract for this reason, We will
refund.

significantly delayed because of
nd the Contract immediately. See
f You end the Contract for this
e of refund>> refund.

description of Your Subscription or
contract as a result, You may end it
s reason, We will issue You with a

act at any time if We are in breach
tial refund and compensation.

el under this Clause 12, You may
ay You wish, however for Your
n Our Site <<insert link>> and will
nfirmation.

o cancel, please use the following
ber>>;

name, address, email address,

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telephone number,

12.8 [We may ask You to provide details of the services You provide to improve our services. You are under no obligation to do so.]

12.9 Refunds under this clause will be made to You as soon as possible, and no later than 30 days after the day on which You inform Us that You wish to cancel.

12.10 Refunds under this clause will be made to You using the same payment method as the original description [unless You specifically request that We make a refund using a different method].

13. Our Liability

13.1 Subject to sub-Clause 13.2, We shall be liable to You, whether in contract, tort (including negligence), or otherwise, for any loss of profit, loss of business, or for any loss of business opportunity, or for any consequential loss arising out of or in connection with any breach of these Terms of Sale by Us.

13.2 Subject to sub-Clause 13.3, We shall be liable to You for all other losses arising out of or in connection with any breach of these Terms of Sale between You and Us, whether in contract, tort (including negligence), or otherwise, up to a maximum of <<percentage>>% of the total sums paid by You under the Contract, whichever is the greater sum.

13.3 Nothing in these Terms of Sale shall limit or exclude Our liability for death or personal injury caused by negligence, 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

14.1 We will not be liable for any failure to perform Our obligations where that failure is caused by an event outside of Our reasonable control. Such events include, but are not limited to: power failure, internet service provider failure, network outages or other industrial action by third parties, riots, strikes, fire, explosion, flood, storms, earthquakes, subsidence, acts of war (declared, undeclared or threatened), or other natural disasters or other dissimilar event or circumstance that is beyond Our control.

14.2 If any event described in Clause 14.1 occurs that is likely to adversely affect Our performance under these Terms of Sale:

14.2.1 We will inform You as soon as reasonably possible;

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

14.2.3 To the extent that Our obligations under the Contract will be suspended or extended as a result of such an event, Our affected obligations (and therefore the Contract) will be suspended or extended as a result of that We are bound by will be

14.2.4 We will inform You as soon as possible and provide details of the event and its effect on the availability of Paid Content as necessary.

cancel and may use any answers to our questions, however please note that we may use any details if You do not wish to.]

and to You as soon as possible, and no later than 30 days after the day on which You inform Us that You wish to cancel.

using the same payment method as the original description [unless You specifically request that We make a refund using a different method].

liable to You, whether in contract, tort (including negligence), or otherwise, for any loss of profit, loss of business, or for any loss of business opportunity, or for any consequential loss arising out of or in connection with any breach of these Terms of Sale by Us.

liable to You for all other losses arising out of or in connection with any breach of these Terms of Sale between You and Us, whether in contract, tort (including negligence), or otherwise, up to a maximum of <<percentage>>% of the total sums paid by You under the Contract, whichever is the greater sum.

limit or exclude Our liability for death or personal injury caused by negligence, fraudulent misrepresentation, or for any other matter in respect of which liability cannot be excluded or restricted by law.

may in performing Our obligations where that failure is caused by an event outside of Our reasonable control. Such events include, but are not limited to: power failure, internet service provider failure, network outages or other industrial action by third parties, riots, strikes, fire, explosion, flood, storms, earthquakes, subsidence, acts of war (declared, undeclared or threatened), or other natural disasters or other dissimilar event or circumstance that is beyond Our control.

14.2 If any event described in Clause 14.1 occurs that is likely to adversely affect Our performance under these Terms of Sale:

14.2.1 We will inform You as soon as reasonably possible;

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

14.2.3 To the extent that Our obligations under the Contract will be suspended or extended as a result of such an event, Our affected obligations (and therefore the Contract) will be suspended or extended as a result of that We are bound by will be

14.2.4 We will inform You as soon as possible and provide details of the event and its effect on the availability of Paid Content as necessary.

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14.2.5 If the event continues for more than <<insert time period>> after the date of cancellation, We will be paid for the event within <<insert time period>> after the date on which the Contract is cancelled and We will use the same payment method that You used when ordering Your Subscription [unless You specifically request a different payment method];

continues for more than <<insert time period>> after the date of cancellation, We will be paid for the event within <<insert time period>> after the date on which the Contract is cancelled and We will use the same payment method that You used when ordering Your Subscription [unless You specifically request a different payment method];

14.2.6 If an event occurs [and continues for more than <<insert time period>>] after the date of cancellation, as a result, You may wish to cancel the Contract as a result of that cancellation. If You would like to cancel, please use the following details:

occurs [and continues for more than <<insert time period>>] after the date of cancellation, as a result, You may wish to cancel the Contract as a result of that cancellation. If You would like to cancel, please use the following details:

Telephone: <<insert telephone number>>;

<<insert telephone number>>;

Email: <<insert email address>>;

Post: <<insert postal address>>;

In each case, We will refund to You, as soon as is reasonably possible and no later than <<insert time period>> of the date on which the Contract is cancelled, the amount of the payment made by You when ordering Your Subscription [unless You specifically request a different method of refund];

refund to You, as soon as is reasonably possible and no later than <<insert time period>> of the date on which the Contract is cancelled, the amount of the payment made by You when ordering Your Subscription [unless You specifically request a different method of refund];

15 Communication and Contact

15.1 If You wish to contact Us, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

questions or complaints, You may contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

15.2 For matters relating to Your Subscription, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

For matters relating to Your Subscription, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

15.3 For matters relating to the Terms and Conditions, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

For matters relating to the Terms and Conditions, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

16 Complaints and Feedback

16.1 We always welcome Your feedback and, whilst We always use all reasonable endeavours to ensure that Your experience as a client of Ours is a positive one, We need Your feedback for complaint.

We always welcome Your feedback and, whilst We always use all reasonable endeavours to ensure that Your experience as a client of Ours is a positive one, We need Your feedback for complaint.

16.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available at <<insert location>> and <<insert location>> respectively.

All complaints are handled in accordance with Our complaints handling policy and procedure, available at <<insert location>> and <<insert location>> respectively.

16.3 If You wish to give feedback, please contact Us in writing at <<insert postal address>>.

If You wish to give feedback, please contact Us in writing at <<insert postal address>>.

16.3.1 [In writing, please provide Your name and/or position, <<insert postal address>>];

[In writing, please provide Your name and/or position, <<insert postal address>>];

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16.3.2 [By email, at <<insert name and/or position>> at <<insert email address>>]

16.3.3 [Using Our contact form;]

16.3.4 [By contacting <<insert telephone number>> [and choosing option <<insert option number>> when prompted].]

17 How We Use Your Personal Data (Data Protection)

17.1 All personal data that we collect, process, and hold in accordance with the Data Protection Legislation and Your rights thereunder.

17.2 For complete details of the processing, storage, and retention of personal data including the purpose(s) for which personal data is used, the legal basis for using it, details of Your rights and how to exercise them, and data sharing (where applicable), please refer to Our Privacy Policy <<insert link to Our Privacy Policy>> [and Cookie Policy <<insert link to Cookie Policy>>].

18 Other Important Terms

18.1 We may transfer (including by way of Sale (and under the Contract)) Your personal data for example, if We are sold to a third party. Your rights under these Terms of Sale (and the Contract) will not be affected and Our obligations under the Terms of Sale (and the Contract) will be transferred to the third party. You will remain bound by them.

18.2 [You may not transfer Your rights and obligations under these Terms of Sale (and under the Contract) to a third party (this may happen, for example, if We are sold to a third party) without Our express written permission. We may limit the scope of the transfer if <<insert reasons>>.]

18.3 The Contract is binding on You and Us and is not intended to benefit any other person or third party. No person or party other than You and Us will be entitled to enforce any provision of the Contract.

18.4 If any of the provisions of the Contract are found to be unlawful, invalid or otherwise unenforceable by a court of law or other authority, that / those provision(s) shall be severed from the Contract and the remainder of these Terms of Sale shall be valid and enforceable.

18.5 No failure or delay in the exercise of Our rights under these Terms of Sale means that We are not in breach of any provision of the Contract and no waiver by Us of a breach of any provision of the Contract shall constitute a subsequent breach of any provision of the Contract.

18.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and regulations. If We change these Terms of Sale, We will give You reasonable notice of the changes in advance of the changes taking effect. You may not be happy with them. You may cancel the Contract (see 2.1 above).

19 Law and Jurisdiction

19.1 These Terms of Sale constitute the entire agreement between You and Us (whether contractual or otherwise) and shall be governed by, and construed in accordance with, English law.

19.2 Any disputes concerning the Contract (whether contractual or otherwise) shall be subject to the [non-] resolution of disputes provisions of the Contract (see 2.1 above).

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exclusive jurisdiction

England and Wales.

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1. **Use of [the Zoom web-conferencing service delivery platform [Business][Management] OR [insert name of other online service consultations with a platform]] online**

We [only] offer the Service and/or the [Business][Management] in-person (at Our or Your place).

We use technology which includes the appropriate technology to use [the Zoom cloud-based platform] **description of other online service delivery platform**.

Where We are to make any use of [insert name of other online service delivery platform], it will be on the following platform:

2. **The technology that We use for providing**

We will subscribe to [Zoom] [insert name of other online service delivery platform] and will pay for the subscription. It will enable Us to act as "host" and to provide the [insert name of other online service delivery platform] facility.

To receive or participate in an online session which is within the scope of Your Subscription, you will need to use the [Zoom] [insert name of other online service delivery platform] facility or join that session: You will need to pay any fee or charge to use the Services made available by Your Subscription.

We do not provide any PC or any [Zoom] [insert name of other online service delivery platform] App or other software for use on our or other equipment or facilities.

We do not supply or make available any [insert name of other online service delivery platform] platform as agent or otherwise on our behalf. Your download and use of [insert name of other online service delivery platform] or any other software is governed by such terms and conditions of use of other online service delivery platform to You imposes on such download and use.

Paid Content consisting of [insert name of other online service delivery platform] downloadable directly from [insert name of other online service delivery platform].

3. **The technology and other**

It will be Your sole responsibility with all necessary technology via [Zoom] [insert name of other online service delivery platform].

OR [insert name of other online service consultations with a platform]] online

We provide that You can choose when You cannot attend a consultation session.

Services provided that You have access to the Services. For this purpose, We use [the Zoom cloud-based platform ("Zoom")] **OR [insert name of other online service delivery platform/s offered]]**.

We provide for You by means of [Zoom] **OR [insert name of other online service delivery platform]]** rather than any other platform.

providing

of other online service delivery platform [Zoom] [insert name of other online service delivery platform] at subscription. It will enable Us to provide the [insert name of other online service delivery platform] facility.

[Zoom] [insert name of other online service delivery platform] to join an online session which is within the scope of Your Subscription, you will need to pay any fee or charge to use the Services made available by Your Subscription.

We do not provide any PC or any [Zoom] [insert name of other online service delivery platform] App or other software for use on our or other equipment or facilities.

We do not supply or make available any [insert name of other online service delivery platform] platform as agent or otherwise on our behalf. Your download and use of [insert name of other online service delivery platform] or any other software is governed by such terms and conditions of use of other online service delivery platform to You imposes on such download and use.

Paid Content consisting of [insert name of other online service delivery platform] downloadable directly from [insert name of other online service delivery platform].

responsible for providing

You have access to, and familiarity with, and participate in the Services via [Zoom] [insert name of other online service delivery platform].

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You will need to ensure an exhaustive list of facilities for

to and use the following non-

- (a) An appropriate fund
- (b) An up to date [Zc platform>>] App v Device, and installed You can receive the

adequately charged;
 of other online service delivery need to be downloaded to Your correctly on Your Device, so that

- (c) Stable, reliable, inte
- (d) A location at Your listen, speak where necessary, without [Business][Manage associate(s) [or of arrangement with th

te speed;
 e environment in which to watch, s, and otherwise to participate as her person to distract You or the ept for any colleague(s) or ating [at Your request and] by nt] Consultant;

- (e) Where the Device and/or loudspeake and/or speakers as

provide an adequate microphone e Services, external microphone nd

- (f) A [camera][and][or facility] that is part and the [Business] written material/phot available to the c consultation.

ility [[and][or] a screen sharing Device which is adequate for You nt to share or view remotely any s that either of You wish to make of and during the course of a

4. **Scope of what We make a**

We do not, and cannot, technology. If You need an it from an appropriate third what technology is needed

set up, maintain, or operate any about technology, You should seek cannot, give You any advice about

We do not claim to have a need or use for the purpo request it, either before or offer suggestions in good report, but it will not be in any responsibility or accep You to resolve any proble any other problem, loss or technology or other thing.

relation to any technology that You vices. However, We may, if You the Services, and without charge, lem with that technology that You You. We do not therefore take on ny such suggestion does not help such suggestion You experience , Your digital content or any other

Without in any way limitin purposes of Clause 14, ca the following:

4 of the Terms of Sale, for the nable control may include any of

- (a) Where You are una have asked Us for the problem); or
- (b) Any slow speed, in inadequacy of, or o service (e.g. teleco rely on; or
- (c) Failure of or defec delivery platform>>

ology problem (whether or not You suggestions as to how to resolve
 other breakdown, unavailability or service or any other equipment or g, audio or visual) that You use or
 ert name of other online service s or You to make the Services

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available to You; or

- (d) Lack of an appropriate Device; or
- (e) Your inability to access etc.

or any failure of or defect in a

to failure of or defects in Our Site

5. Account setup needed

In order to purchase any S will first need to setup and to set up an Account.

You to receive any Services, You must first register with Us. Our Site explains how

We only offer Paid Content. You may only open an Account

businesses established in the UK. Your address which is in the UK.

During the process of setting up Your Account, you will be required to choose a password and user name. You must choose a strong password for Your Account.

you will be required to choose a password and user name. You must choose a strong password for Your Account.

You [will][may] be asked for Your e-mail address.

regarding Your Account, such as

6. Your responsibility for Your Account security

Security

You must not share Your Account details with anyone except You or a member of Your personal household. If you use those details on Your Account or allow anyone else, please contact Us. We will not be liable for any unauthorised use of Your Account.

details with anyone except You or a member of Your personal household. If you use those details on Your Account or allow anyone else, please contact Us. We will not be liable for any unauthorised use of Your Account.

You are fully responsible for the confidentiality of Your password and account information and for keeping it secure under Your password or Account. You must ensure that You log out of Your Account at the end of each session and do not allow anyone else to access Your Account. You must ensure that You do not disclose Your password or Account or any other information relating to Your Account or any other information relating to Your Account.

confidentiality of Your password and account information and for keeping it secure under Your password or Account. You must ensure that You log out of Your Account at the end of each session and do not allow anyone else to access Your Account. You must ensure that You do not disclose Your password or Account or any other information relating to Your Account or any other information relating to Your Account.

You must never use anyone else's account information on a specific occasion in question.

prior authorization from Us for the

When creating an Account, you must ensure that Your information is complete. If any of Your information is incorrect, you must ensure that Your Account is accurate.

provide must be accurate and up to date, it is Your responsibility to

If You have an active Subscription, Your Account will remain active for the duration of the period of that Subscription. Your Account will remain active for the duration of the period of that Subscription. Your Account will remain active for the duration of the period of that Subscription.

will remain active for the duration of the period of that Subscription. Your Account will remain active for the duration of the period of that Subscription.

If You wish to close and delete Your Account, you may do so via the '<<insert name of section>>' section of Our Site.

may do so via the '<<insert name of section>>' section of Our Site.

7. Your privacy and security when the Services are accessed

when the Services are accessed

Note that any two way live consultation (not a pre-recorded one way session) that You purchase is available only to You as an individual. We will ensure that it is to be made available to You on that occasion to any other person.

live consultation (not a pre-recorded one way session) that You purchase is available only to You as an individual. We will ensure that it is to be made available to You on that occasion to any other person.

If We do specify and agree to a particular two way live consultation session is accessible to You. If We do specify and agree to a particular two way live consultation session is accessible to You. If We do specify and agree to a particular two way live consultation session is accessible to You.

particular two way live consultation session is accessible to You. If We do specify and agree to a particular two way live consultation session is accessible to You.

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[Business][Management] sessions, and will in any event try to minimize changes of [Business] Consultant from one session to the next in relation to each

Consultant from one session to the

(b) In any event, the [Business] consultant who We assign to any session will be approved [at the appropriate level] for that session.

experienced [at the appropriate

(c) [Details of qualifications of Consultants who We may use on our Site.]

of the [Business][Management] session will be available to see on

10. Your Brief to Us

When We plan what We will do, We will work from Your Brief. We will ask You to give Us such a Brief. Your Brief may be subsequent to the first consultation session. In the course of conducting any session, if changes to make, there may be changes to standards, codes of conduct

consultation session(s) with You, of Your project, plan, problem, or "Brief"), and for that purpose We will conduct the first consultation session. The Brief may be updated by Us and/or You during the session. Any changes which You or We choose to make are necessary to comply with laws,

11. [Range of] Our Services

EITHER

[We offer online [management] services in relation to those matters which are detailed in the "Types of Services" tab]

tion sessions in relation to those "Types of Services" tab]

OR

[We offer online [management] services in relation to the following matters:]

ation sessions in relation to the

OR

[We offer online [management] services in relation to a range of matters, including:]

on sessions in relation to a range

NOTE: The following are only examples of services offered should be listed under each heading. You might wish to include a description under each heading.

examples of headings. The types of services offered should be listed under each heading. You might wish to include a description under each heading.

[Strategic Planning:]

[Financial]

[Environmental]

[Business]

[Marketing]

[Acquisitions/growth]

[Succession Planning]

[Change Management]

[Marketing:]

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- [Email Marketing]
- [Paid Acquisition]
- [Content Marketing]
- [Operations:]**
 - [Supply chain (inclu
 - [Re-engineering pro
 - [Quality control sys
 - [Marketing]
 - [Sales]
 - [HR]
 - [Security]
- [Risk Management]**
- [Financial consulting:]**
 - [Accounting]
 - [Economic]
 - [Financing]
 - [Fundraising]
- [Leadership/Team Building]**
- [Training]**
- [Coaching]**
- [Compliance]**
- [HR consulting:]**
 - [Healthcare Manag
 - [Compensation]
 - [Recruitment]
- [Legal]**
- [Compliance]**
- [Technology / IT]**
- [Social media]**
- [Sustainability]**
- [Sales]**
- [PR]**

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