

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 Designer through our online conferencing [or] <<insert other online service delivery method/s offered>>] platform are set out in the attached Terms of Sale. These Terms will have the same effect as the Terms of Sale.
- (C) Before You can purchase Paid Content through Our Site you must first accept and agree to our Terms of Sale and the attached Terms of Sale.
- (D) These Terms of Sale apply to the use of Our Site are separate from the Terms of Use. Where We offer such services which are not Paid Content all such services will be on our standard Terms of Sale.

1. Definitions and Interpretation

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

“Account”

“Background Items”

“Contract”

“Data Protection Legislation”

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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 Designer through our online conferencing [or] <<insert other online service delivery method/s offered>>] platform are set out in the attached Terms of Sale. These Terms will have the same effect as the Terms of Sale.

Before You can purchase Paid Content through Our Site you must first have to set up an Account. You will not be able to open an Account, create a Subscription or access Paid Content through Our Site until you have accepted and agreed to our Terms of Sale and the attached Terms of Sale.

These Terms of Sale apply to the use of Our Site are separate from the Terms of Use. Where We offer such services which are not Paid Content all such services will be on our standard Terms of Sale.

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

“Account” means an account created by You on Our Site, as referred to in Sub-Clause 7.1, that enables You to access any Paid Content through Our Site.

“Background Items” means any items (background and other relevant to the consultation, including but not limited to, information to be provided to You, all downloadable or viewable as part of the consultation).

“Contract” means the contract entered into between Us and You for the purchase of any Paid Content, as set out in the attached Terms of Sale.

“Data Protection Legislation” means any law, regulation, directive, ordinance or other instrument of 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 (EU) 2016/679 (the “GDPR”) and any applicable EU regulation relating to data protection and privacy (for as long as, and to the extent that, it has legal effect in the UK) and any other law, regulation, directive, ordinance or other instrument relating to data protection and privacy.

“Designer”

“Paid Content”

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type of designer >>]
individual who presents the Paid
acts with You online during any

consultation, advice, guidance, or
materials or other information related
er, comprised of any content
images, audio, video and other
gh Our Site and made available
Site] by means of

ous live stream audio and/or
Zoom, GoToMeeting, Skype for
, WebEx];

stream video and/or audio] [or]
table] video and/or audio] of one

deo/audio streaming platform
Site]

site, e.g. Youtube] via a link that

ther viewable text, graphics or
io items or information, including

more fully described in other
or make available to You before
n. That information may include
er presenting any content on Our
s or does not do so, We may, if
cretion, at any time and without
her Designer(s) who is suitably
erience];

“Subscription”

“Subscription Confirmation”

“Subscription ID”

“We/Us/Our”

“You”

2. Information About Us

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

2.2 [We are a member

2.3 [<<insert further info

3. Contacting Us

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

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

3.3 For matters relating to the Terms of Use, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>

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to Our Site purchased by You access to Paid Content which

single events or items; and/or or collections of two or more items; and/or types of events or items available and/or ns.

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

include access to the Background of the Subscription, and they soon as We have sent You a h];

e and confirmation of Your on;

number for Your Subscription;

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

nt which sets up an Account and . and accesses and uses any

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

vant organisation/s>>.]

estions, You may contact Us by >>, by email at <<insert email .

r Subscription or Account, please er>>, by email at <<insert email .

ase contact Us by telephone at <<insert email address>>, by post nt Clauses above.

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3.4 To make a complaint
4. **Access to and Use of Our Site**

4.1 Access to Our Site

4.2 It is Your responsibility to make the necessary arrangements necessary in order to access Our Site.

4.3 Access to Our Site may be interrupted, altered, suspended or discontinued without notice. We will not be liable if any part of Our Site (or any part of it) is unavailable at any time for any period.

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

5. **Business Clients**

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

5.2 These Terms of Sale apply to business clients only. These Terms of Sale do not apply to consumers purchasing Paid Content for personal use (for example, for use in their trade, business, craft or profession). You acknowledge that You shall have no claim for negligent misstatement based upon any statement hereof.

6. **Subscriptions, Paid Content**

6.1 We may from time to time change the price of any Subscription that You purchase. Changes in price will not affect Subscriptions already purchased but will apply to any Subscriptions purchased after the date of the change. We will inform You of any change in price at least <<insert number>> days before the change is due to take effect. If You do not agree to such changes, 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 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 6.2, We may also make more significant changes to Paid Content. If We do so, We will inform You before the changes are due to take effect. If You do not agree to such 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 the Paid Content before You purchased Your Subscription for access to that Paid Content. Please note that this does not prevent Us from updating the description of 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

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correct at the time updated every <<in for a Subscription t regarding VAT, how

ricing 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 event that We have writing to inform Y 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 t. If the correct price is higher, We subscription at the correct price or to of it). We will not proceed with u respond. If We do not receive a >>, We will treat Your order as

6.7 If We discover an e Your order is proo 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 t the amount of VA payment.

sive [and inclusive] of VAT. If the ng 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 ecked 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 plete information about You or the e contact Us as soon as possible. due to incorrect or incomplete rrect it. If You do not give Us the easonable 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 sent You a Subscri between Us and Yo

ual offer capable of acceptance. titutes a contractual offer that We knowledge of receipt of Your ed it.) Our acceptance is indicated tion by email. Only once We have here be a legally binding Contract

7.4 Subscription Confir

following information:

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- 7.4.1 Your Subscription
- 7.4.2 Confirmation of order including full details of the main characteristics of the Product, as part of the Order Confirmation
- 7.4.3 Fully itemised list of the Products included in the Subscription including, where appropriate, any additional charges;
- 7.4.4 The duration of the Subscription (including the start date, and the expiry date)
- 7.4.5 In relation to any individual Product (or recorded) event, item, series, or collection of Products constituting the Paid Content, the period for which the Product will be accessed which will be either (a) the whole period of the Subscription (or that whole period) or a specific period commencing on a stated date and ending on a stated date
- 7.4.6 <<insert additional information as required>>.

- 7.5 In the unlikely event that We cannot fulfil Your order for any reason, We will expect to refund any payment taken under normal circumstances. If We are unable to do so, 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
- 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 by a different payment 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 Confirmation of Order [with a Subscription Confirmation and Renewal Date] OR [not more than 30 days before the start of the Subscription].
- 8.2 We accept the following payment methods 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 as required>>;
- 8.3 If You do not make payment on time, We will suspend Your access to the Paid Content. For further 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 Confirmation of Order 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.

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 have paid, subject to Your permitted use of such Content or, for any reason not stated in these Terms of Sale, if We choose not to access or make any of the Paid Content available to You.

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attributable to Us, refund.

o, You will not be entitled to any

9.2 Paid Content app immediately from v duration of Your Su otherwise ended, or

ription will be available to You Subscription Confirmation for the renewals, or until the Contract is ving:

9.2.1 An item of F information either (a) if scheduled to other non-s available for

will be available when stated in the it before You place Your order, n, the time and date when it is art; or (b) if it is a pre-recorded or od within which it is or will be

9.2.2 If an item of endeavours to start, but livestream circumstanc

eam item, We will use reasonable start it at the time it is scheduled d either by overrun of a previous u and/or others or by other or any such delay.

9.3 In some limited circ Content (in full or in

d to suspend the provision of Paid the following reasons:

9.3.1 To fix tech changes as

make necessary minor technical Clause 6.2;

9.3.2 To update th or other reg 6.2;

y with relevant changes in the law s described above in sub-Clause

9.3.3 To make mo above in sub

o the Paid Content, as described

9.4 If We need to susp set out in sub-Cla and explain why it urgent or emergen Content, in which d after suspension). [Your Subscription v suspension [(unless If the suspension la <<insert period>>, Clause 12.2.

id Content for any of the reasons You in advance of the suspension e need to suspend availability for dangerous problem with the Paid as soon as reasonably possible while availability is suspended and iod equivalent to the length of the n is less than <<insert period>>)]. t it is going to last) for more than tract as described below in sub-

9.5 We may suspend p payment on time fro date, however if Y notice, We may sus all outstanding sum Content, We will inf Paid Content while

ent as follows if We do not receive ou of the non-payment on the due t within <<insert period>> of Our id Content until We have received do suspend provision of the Paid on. You will not be charged for any

10. Licence

10.1 We will own (and re the world) in all Pai Paid Content We non-sublicensable relevant Paid Conte

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,

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[together with the p
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give You any rights
licence from third p

der sub-Clause 10.2][and][subject
0.3]. The licence granted does not
including any material that We may

10.2 [The licence grant
permissions: <<Inse

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

10.3 The licence granted
restrictions. You ma
or otherwise transm
the public except a
1988 (Chapter 3 ' /
additional restriction

is subject to the following usage
ublish, republish, share, broadcast
ny part of it) or make it available to
opyright Designs and Patents Act
on to Copyright Works').[<<Insert

11. Ending Your Subscription

11.1 You may cancel Y
Clause 11.2 and]
continue to have ac
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
y 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 access
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>>;

11.3.2 Email: <<in

11.3.3 Post: <<ins

in each case, pro
telephone number,

name, address, email address,

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

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

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

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

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

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

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12. Ending the Contract Because We Have Done (or Will Do)

12.1 You may end the Contract if We have informed You of a forthcoming change of Sale that You do not agree to before the end of the <<insert type of refund period>> until the expiry of Your Subscription period that Subscription period. 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 <<insert period>>, or We have informed You for more than <<insert period>> as described in sub-Clause 12.1, and You do not agree to the Contract for this reason, We will issue You with a <<insert type of refund>> refund.

12.3 If availability of the Paid Content is significantly delayed because of events outside of Our control, and the Contract immediately. See sub-Clause 14.2.6 for details. If You end the Contract for this reason, We will issue You with a <<insert type of refund>> refund.

12.4 If We inform You of a significant change in the description of Your Subscription or the Paid Content and You do not agree to the Contract as a result, You may end it immediately. If You do not agree to the Contract for this reason, We will issue You with a <<insert type of refund>> refund.

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 partial refund and compensation.

12.6 If You wish to exercise Your right to end the Contract under this Clause 12, You may inform Us of Your decision by email or by any other convenient means. For Your convenience We offer a link on Our Site <<insert link>> and will include [a link to] it in our communications with You.

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

12.7.1 Telephone: <<insert telephone number>>;

12.7.2 Email: <<insert email address>>;

12.7.3 Post: <<insert postal address>>

In each case, provide Your name, address, email address, telephone number, and any other details that We may require to process Your request.

12.8 [We may ask You to provide details of the reasons for Your decision to cancel and may use any answers You provide to improve our services, however please note that You are under no obligation to do so. Please provide details if You do not wish to.]

12.9 Refunds under this Clause will be made to You as soon as possible, and in any event within 14 days of 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 that You used when You made the payment [unless You specifically request that We make the 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 or damage suffered by You as a result of Our failure to perform our obligations under these Terms.

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of profit, loss of business opportunity, or for connection with any

13.2 Subject to sub-Clause out of or in connection with a contract, tort (including negligence) shall be either £<<insert amount>> or the amount paid by You under the contract, whichever is the greater sum.

13.3 Nothing in these Terms shall limit or exclude Our liability for death or personal injury caused by, or arising out of, the negligent or fraudulent misrepresentation, or for any other matter in relation to which the law 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 that is beyond Our reasonable control. Such events include, but are not limited to: power failure, internet service provider failure, third parties, riots, strikes, earthquakes, subsidence, wars (declared, undeclared or threatened), other natural disasters and any other event 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 permitted by law, Our obligations under the Contract will be suspended or delayed and the time for performance extended accordingly;

14.2.4 We will inform You as soon as reasonably possible and provide details of the event as necessary;

14.2.5 If the event continues for more than <<insert period>> after the date of cancellation, We will be paid to You by the date on which the Contract is cancelled and by the same payment method that You have chosen [unless You specifically request an alternative payment method];

14.2.6 If an event described in Clause 14.1 occurs [and continues for more than <<insert period>>] and You wish to cancel the Contract as a result, You may do so at any time by notifying Us in any form You wish, however for Your convenience, we have provided a cancellation form on Our Site <<insert link>>. If You would prefer to cancel directly, please use the following details:

Telephone: <<insert number>>;

business, or for any loss of business opportunity, or for any loss of business opportunity, or for any loss of business opportunity arising out of or in connection with any of the above and Us.

13.2 Subject to sub-Clause out of or in connection with a contract, tort (including negligence) shall be either £<<insert amount>> or the amount paid by You under the contract, whichever is the greater sum.

13.3 Nothing in these Terms shall limit or exclude Our liability for death or personal injury caused by, or arising out of, the negligent or fraudulent misrepresentation, or for any other matter in relation to which the law cannot be excluded or restricted by law.

14.1 We will not be liable for any failure to perform Our obligations where that failure is caused by an event that is beyond Our reasonable control. Such events include, but are not limited to: power failure, internet service provider failure, third parties, riots, strikes, earthquakes, subsidence, wars (declared, undeclared or threatened), other natural disasters and any other event 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 permitted by law, Our obligations under the Contract will be suspended or delayed and the time for performance extended accordingly;

14.2.4 We will inform You as soon as reasonably possible and provide details of the event as necessary;

14.2.5 If the event continues for more than <<insert period>> after the date of cancellation, We will be paid to You by the date on which the Contract is cancelled and by the same payment method that You have chosen [unless You specifically request an alternative payment method];

14.2.6 If an event described in Clause 14.1 occurs [and continues for more than <<insert period>>] and You wish to cancel the Contract as a result, You may do so at any time by notifying Us in any form You wish, however for Your convenience, we have provided a cancellation form on Our Site <<insert link>>. If You would prefer to cancel directly, please use the following details:

Telephone: <<insert number>>;

Email: <<ins

Post: <<inse

In each case, We will refund Your telephone number, address, email address, and any other personal data collected, processed, and held in accordance with the applicable data protection legislation and Your rights thereunder. Any refunds due to You as a result of such a refund will be made using the same payment method as the original payment, unless You specify a different method of payment when ordering Your Subscription.

ur name, address, email address, telephone number. Any refunds due to You as a result of such a refund will be made using the same payment method as the original payment, unless You specify a different method of payment when ordering Your Subscription.

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 address>>.

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

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

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

ents and, whilst We always use all reasonable endeavours to ensure a positive 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.

ith 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, by email, or by post, as follows:

aspect of Your dealings with Us, please contact Us in writing, by email, or by post, as follows:

16.3.1 [In writing, by post, at <<insert address>>];

name and/or position>>, <<insert address>>];

16.3.2 [By email, at <<insert email address>>];

ame and/or position>> at <<insert email address>>];

16.3.3 [Using Our complaints form;]

g the instructions included with the complaints form;]

16.3.4 [By contacting Us on <<insert telephone number>> [and <<insert telephone number>>] when prompted].]

<<insert telephone number>> [and <<insert telephone number>>] when prompted].]

17 How We Use Your Personal Data

(Data Protection)

17.1 All personal data collected, processed, and held in accordance with the applicable data protection legislation and Your rights thereunder.

collected, processed, and held in accordance with the applicable data protection legislation and Your rights thereunder.

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

rocessing, storage, and retention of personal data included in this Policy, the purpose(s) for which personal data is used, the legal basis for using it, details of Your rights and how to exercise them, please refer to Our Privacy Policy [and Cookie Policy] (where applicable), please refer to Our Privacy Policy [and Cookie Policy] (where applicable).

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<<insert link to Co

18 Other Important Terms

18.1 We may transfer (Sale (and under the for example, if We Us in writing. Your be affected and Ou will be transferred t

and rights under these Terms of to a third party (this may happen, s occurs, You will be informed by of Sale (and the Contract) will not e Terms of Sale (and the Contract) remain bound by them.

18.2 [You may not trans of Sale (and under permission. We ma

ons and rights under these Terms (able) without Our express written ent if <<insert reasons>>.]

18.3 The Contract is be person or third part enforce any provisio

not intended to benefit any other n person or party will be entitled to e.

18.4 If any of the provisio or otherwise unen provision(s) shall b Sale. The remainde

le are found to be unlawful, invalid or other authority, that / those the remainder of these Terms of shall be valid and enforceable.

18.5 No failure or delay Sale means that W of any provision o subsequent breach

of Our rights under these Terms of and no waiver by Us of a breach means that We will waive any provision.

18.6 We may revise the in relevant laws and of Sale as they re advance notice of t not happy with the

ne to time in response to changes ments. If We change these Terms on, We will give You reasonable details of how to cancel if You are 2.1 above).

19 Law and Jurisdiction

19.1 These Terms of S contractual or other with, English law.

o between You and Us (whether by, and construed in accordance

19.2 Any disputes conce and Us (whether co the courts of Englan

e, or the relationship between You shall be subject to the jurisdiction of

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1. **Use of [the Zoom web-conferencing service delivery platform (“the Services”) online**

We offer the Services online. You can choose when You and/or the Designer cannot attend a session in-person (at Our or Your premises) for any reason.

We use technology which provides the appropriate technology for the use of [the Zoom cloud-based service delivery platform (“Zoom”) OR [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 terms:

2. **The technology that We use**

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 [Zoom] [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 pay any fee or charge to use the [Zoom] [insert name of other online service delivery platform] facility. You will not be required 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 or with any internet connection or service or other equipment or facilities. You to use [Zoom].

We do not supply or make available any [Zoom] [insert name of other online service delivery platform] platform or any other hardware (“Device”) or any [Zoom] [insert name of other online service delivery platform] App or other software for use on or with any internet connection or service or other equipment or facilities. You to use [Zoom].

We do not supply or make available any [Zoom] [insert name of other online service delivery platform] platform or any other hardware (“Device”) or any [Zoom] [insert name of other online service delivery platform] App or other software for use on or with any internet connection or service or other equipment or facilities. You to use [Zoom].

3. **Limit on scope of technology**

We do not, and cannot, provide any [Zoom] [insert name of other online service delivery platform] platform or any other hardware (“Device”) or any [Zoom] [insert name of other online service delivery platform] App or other software for use on or with any internet connection or service or other equipment or facilities. You to use [Zoom].

OR [insert name of other online service delivery platform sessions with a Designer

You can choose when You and/or the Designer cannot attend a session in-person (at Our or Your premises) for any reason.

We use technology which provides the appropriate technology for the use of [the Zoom cloud-based service delivery platform (“Zoom”) OR [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 terms:

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 [Zoom] [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 pay any fee or charge to use the [Zoom] [insert name of other online service delivery platform] facility. You will not be required 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 or with any internet connection or service or other equipment or facilities. You to use [Zoom].

We do not supply or make available any [Zoom] [insert name of other online service delivery platform] platform or any other hardware (“Device”) or any [Zoom] [insert name of other online service delivery platform] App or other software for use on or with any internet connection or service or other equipment or facilities. You to use [Zoom].

We do not supply or make available any [Zoom] [insert name of other online service delivery platform] platform or any other hardware (“Device”) or any [Zoom] [insert name of other online service delivery platform] App or other software for use on or with any internet connection or service or other equipment or facilities. You to use [Zoom].

liable for access to Paid Content

We do not, and cannot, provide any [Zoom] [insert name of other online service delivery platform] platform or any other hardware (“Device”) or any [Zoom] [insert name of other online service delivery platform] App or other software for use on or with any internet connection or service or other equipment or facilities. You to use [Zoom].

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

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

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Without in any way limiting purposes of Clause 14, call the following:

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

- (a) Where You are unable to have asked Us for the problem); or
- (b) Any slow speed, in inadequacy of, or of service (e.g. teleconferencing) rely on; or
- (c) Failure of or defective delivery platform>> available to You; or
- (d) Lack of an appropriate Device; or
- (e) Your inability to access Site etc.

technology problem (whether or not You suggestions as to how to resolve

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other breakdown, unavailability or service or any other equipment or g, audio or visual) that You use or

4. **The technology and other**

ert name of other online service s or You to make the Services

It will be Your sole responsibility with all necessary technology via [Zoom] [<<insert name

or any failure of or defect in a

You will need to ensure an exhaustive list of facilities for

to failure of or defects in or of Our

- (a) An appropriate fund
- (b) An up to date [Zoom] **platform>>** App v Device, and installed You can receive the
- (c) Stable, reliable, internet
- (d) A location at Your listen, speak where necessary, without Designer [except for participating at Your
- (e) Where the Device and/or loudspeakers and/or speakers as
- (f) A [camera][and][or] facility] that is part

responsible for providing

you have access to, and familiarity ive and participate in the Services **delivery platform>>**].

to and use the following non-

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

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te speed;
the environment in which to watch, s, and otherwise to participate as her person to distract You or the associate(s) or other person(s) ement with the Designer]]];
provide an adequate microphone the Services, external microphone and
ility [[and][or] a screen sharing Device which is adequate for the

purpose of the Design
assistance either
where Our consultants
the non-domestic premises
any consultation] .

5. Account setup needed

In order to purchase any Services, You will first need to setup and activate an Account to set up an Account.

We only offer Paid Content to businesses established in the UK. You may only open an Account if your business address which is in the UK.

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

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

6. Your responsibility for Your Account security

You must not share Your Account details with anyone except a member of Your personnel. If those details on Your behalf are used by 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 under Your password or Account. You must ensure that You log out of Your Account at the end of each session and do not disclose Your password or Account or any other information relating to Your Account.

You must never use anyone's password or Account or any other information relating to Your Account without prior authorization from Us for the purpose of accessing the Services.

When creating an Account, the information you provide must be accurate and complete. If any of Your information is incorrect, it is Your responsibility to ensure that Your Account information is updated.

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

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

7. Your privacy and security when the Services are accessed

Note that any two way communication (not a pre-recorded one way transmission) that You participate in is made available only to You as an individual in a private session and not accessible to any other business or other client(s).

You understand and are aware that when You use the video and/or audio facilities of the Services (via the video platform>>] App and Your mobile device) You may see and hear (via the video and/or audio facilities of the Services) other online service delivery users and their surroundings and any devices and materials in Your space and its surroundings, and other people in Your space and its surroundings when You are participating in any two way communication.

notely view or examine with Your assistance either
ideos/models that You have [or, design, live video of the interior of premises that are the subject of

You to receive any Services, You must first activate Your Account with Us. Our Site explains how to set up an Account.

businesses established in the UK. You may only open an Account if your business address which is in the UK.

ou will be required to choose a strong password for Your Account.

regarding Your Account, such as Your e-mail address.

Account security

Account details with anyone except a member of Your personnel. If those details on Your behalf are used by anyone else, please contact Us. We will not be liable for any unauthorised use of Your Account.

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

prior authorization from Us for the purpose of accessing the Services.

provide must be accurate and complete. If any of Your information is incorrect, it is Your responsibility to ensure that Your Account information is updated.

ill remain active for the duration of the period of that Subscription until the end of the latest access period granted to any Instruction by You.

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

When the Services are accessed

n (not a pre-recorded one way transmission) that You participate in is made available only to You as an individual in a private session and not accessible to any other business or other client(s).

may see and hear (via the video and/or audio facilities of the Services) other online service delivery users and their surroundings and any devices and materials in Your space and its surroundings when You are participating in any two way communication.

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There are potential risks in using technology that are not limited to, breaches of security and the theft of personal information.

over technology that include, but are not limited to, breaches of security and the theft of personal information.

It will be Your responsibility to ensure that You have a suitable space to use when participating in any two way session to protect Your privacy.

It will be Your responsibility to ensure that You have a suitable space to use when participating in any two way session to protect Your privacy.

8. Particular communication requirements

You acknowledge and agree that You must use a Subscription and [at least 48 hours] before You participate in a consultation session. You must tell Us of any special circumstances of which You are aware which might be relevant to the session. We will [discuss and] inform You if We are unable to accept Your order for a Subscription due to the particular requirement, problem or circumstances in question. In the event of Your order, You will need to act in accordance with any instructions relating to the matter.

You acknowledge and agree that You must use a Subscription and [at least 48 hours] before You participate in a consultation session. You must tell Us of any special circumstances of which You are aware which might be relevant to the session. We will [discuss and] inform You if We are unable to accept Your order for a Subscription due to the particular requirement, problem or circumstances in question. In the event of Your order, You will need to act in accordance with any instructions relating to the matter.

9. Our Designers

Please note that:

We will in Our discretion decide which Designer to assign to each session and where a Subscription session will take place.

(a) Unless We have otherwise specified, We will assign to each session the Designer which Designer to assign to each session which comprises more than one session.

EITHER

[We may assign different Designers to different sessions, but We will endeavour to minimize the change of Designer from one session to the next in relation to each Subscription.]

[We may assign different Designers to different sessions, but We will endeavour to minimize the change of Designer from one session to the next in relation to each Subscription.]

OR

[We will ensure as far as possible that We assign the same Designer to those sessions and We will endeavour to minimize changes of Designer from one session to the next in relation to each Subscription.]

[We will ensure as far as possible that We assign the same Designer to those sessions and We will endeavour to minimize changes of Designer from one session to the next in relation to each Subscription.]

(b) In any event, the Designer assigned to each session [qualified] skilled and experienced.

In any event, the Designer assigned to each session [qualified] skilled and experienced.

(c) [Details of [qualification] and [experience] of the Designers who We may or will assign to any session are available to see on our Site.]

[Details of [qualification] and [experience] of the Designers who We may or will assign to any session are available to see on our Site.]

10. Your Brief to Us

When We plan what We will do for You, We will work from Your initial brief, Your requirements, and for that purpose, we will require you to provide any other relevant material. Your brief and requirements of the first consultation session may be subsequently revised. We will continue to conduct any session(s). There may be changes to Your brief and requirements during the course of which You or We choose to make, that are necessary to comply with laws, standards, codes of conduct and/or other applicable requirements.

When We plan what We will do for You, We will work from Your initial brief, Your requirements, and for that purpose, we will require you to provide any other relevant material. Your brief and requirements of the first consultation session may be subsequently revised. We will continue to conduct any session(s). There may be changes to Your brief and requirements during the course of which You or We choose to make, that are necessary to comply with laws, standards, codes of conduct and/or other applicable requirements.

11. What We can provide as part of a consultation session

We offer consultation sessions which may include [graphic] [website] [interior] design services.

We offer consultation sessions which may include [graphic] [website] [interior] design services.

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[3D product]

[furniture]

[fashion]

[<<insert any alternative type]

design work of any type/s business.

If, following Our online consultation You then ask Us to actually work will all be carried out conditions for Our design services that We indicate Terms of Sale.

Where We specify that, either any other reason, the design (for example, the design of a product, We will create and supply item to You only on and under our services, and not under the

12. **What We can cover in online**

We can cover in online consultation (advice):

- Considering Your ideas
- [Reviewing any drawings sent to Us or shared with Us]
- [Formulating project brief]
- [Virtual video tour of the property or part of the property]
- [How to work with a Designer]
- [Budgeting/finance requirements]
- [Live preparation and rendering of design]
- [Suggest next step/s]
- [[Fixed] fee proposal for the project]
- [Reporting back to You by producing a written report You by producing a written report password that We provide following:
- [A desk top study on architecture]
- [Overview of viable design options]
- [Overview of whole project]
- [Provide an image of a prototype or sample of a design]
- [Agree a project programme]
- [Other items materials or other items or resources helpful or necessary for the project]

s within the normal scope of Our

ou about carrying out design work, work, We will do so but that design subject to Our standard terms and any particular part/s or all of those Paid Content provided under these

f the item/s to be designed or for will not form part of Paid Content It will be a 3D model or prototype of a prototype, sample product or other terms and conditions for Our design

ussion, explanation, information or

ef" above)

s or other materials that You have

roperty or part of the property]

ough design]

sions, We can report back to download from Our website using a password that We provide to You]. It can cover any of the

en Us]

s to completion of design]

otype or sample of a design]

estions as to any other materials, our website that We think would be acquire to assist in the planning,

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- design or implementation [provide draft or final design or approval]
- [provide finished approval]

[...ect] etc.]
 ...n or approval]
 ...mbodied in a 3D object]

13. Third party involvement in sessions

Where You or We consider that any third party(ies) in any session, either You or We may propose to be and why they are needed or relevant to the design work, we will bring out for You. We will agree with You in each case whether they will be physically in attendance with You or Us in order to join in the session. They will participate in the session from other premises as an alternative to the web-conferencing platform that We and You use. Unless otherwise agreed, there will be no additional charge to You for that person's participation.

any third party(ies) in any session, to be and why they are needed or relevant to the design work, we will bring out for You. We will agree with You in each case whether they will be physically in attendance with You or Us in order to join in the session. They will participate in the session from other premises as an alternative to the web-conferencing platform that We and You use. Unless otherwise agreed, there will be no additional charge to You for that person's participation.

14. Result of consultations

Whilst We will use Our reasonable endeavours to provide appropriate advice and information using reasonable means that there are limitations in the nature of an online consultation means that there are limitations in the effectiveness of any design or advice in connection with design carried out by means. The result of any one or more sessions will be different depending on various factors.

to provide appropriate advice and information using reasonable means that there are limitations in the nature of an online consultation means that there are limitations in the effectiveness of any design or advice in connection with design carried out by means. The result of any one or more sessions will be different depending on various factors.

We will tell You before, during or after either You or any of Your personnel view is that We need to see the matter in person to discuss the situation with You or Your personnel either in person at Our office or Your premises or to You (other than provisionally) subject to Our standard terms and conditions and to other work and services.

in if We will need to see in person either You or any of Your personnel to discuss the situation with You or Your personnel either in person at Our office or Your premises. If Our personnel for that purpose, We will arrange an appointment to see You at Our office or Your premises. Any such meeting in person at Our office or Your premises or carried out or services provided in person (other than provisionally) will be subject to Our standard terms and conditions applicable to in person appointments.

We make no warranty or representation

to undertake that:

- (a) any, or any particular, part in any session;
 - (b) We will carry out any work additional to provide any other Paid Content; or
- We will carry out any work additional to provide any other Paid Content; or we may expressly agree to provide any other services.

to undertake that:
 that about as a result of You taking part in any session; or
 any other Paid Content; or
 any services for You other than or in connection with Your Subscription, save as We may expressly agree to provide any other work or services.

15. Miscellaneous

Number of sessions needed: We will agree with You that We are to arrange a session to determine at the outset [or during the session] how many sessions will be required for any matter. Unless We agree otherwise, the number of sessions necessary for Us to provide any other Paid Content will be sufficient for Us to provide any other Paid Content. An agreement separate from the contract for Your Subscription will not be sufficient to enable Us to provide any other Paid Content. We will specify the terms and conditions of that separate agreement.

side any session(s) that We agree to provide any other Paid Content. It is not possible to determine at the outset [or during the session] how many sessions will be required for any matter. Unless We agree otherwise, the number of sessions necessary for Us to provide any other Paid Content will be sufficient for Us to provide any other Paid Content. An agreement separate from the contract for Your Subscription will not be sufficient to enable Us to provide any other Paid Content. We will specify the terms and conditions of that separate agreement.

Period of a session: When we provide a consultation for any matter that We agree with You when we provide any other Paid Content.

o way interactive session, We will provide a consultation for any matter that We agree with You when we provide any other Paid Content. It is not possible to determine at the outset [or during the session] how many sessions will be required for any matter. Unless We agree otherwise, the number of sessions necessary for Us to provide any other Paid Content will be sufficient for Us to provide any other Paid Content. An agreement separate from the contract for Your Subscription will not be sufficient to enable Us to provide any other Paid Content. We will specify the terms and conditions of that separate agreement.

Punctuality: We expect You to attend any session at least 5 minutes before the scheduled start time of the session and to be ready to start on time.

session at least 5 minutes before the scheduled start time of the session and to be ready to start on time.

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Missing a session: If You
Your responsibility to ensu

session for any reason it is solely
additional session if necessary.

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