



## Business Terms and Conditions of Service

### 1. Application

1.1 These Terms and Conditions will apply to the purchase of the Service, by you (the Customer or You) from New Routes Limited (registration number: 09656125) Town End Farm 1a Wood View Lane, Stalmine, Poulton-Le-Fylde, Lancashire, England, FY6 0LH with email address [Paulinehoward@newroutesltd.com](mailto:Paulinehoward@newroutesltd.com) (the Supplier or Us or We).

1.2 These are the terms on which we sell the Service to you. By ordering the Service, you agree to be bound by these Terms and Conditions.

### 2. Definitions and Interpretation

In these Conditions the following definitions apply:

**Booking Confirmation:** means confirmation that the Service has been booked.

**Conditions:** means the Supplier's terms and conditions as set out in this document.

**Confidential Information:** means all information of confidential nature disclosed in whatever form by you to the Supplier.

**Contract:** means the agreement between the Supplier and the Customer for the supply and purchase of the Service incorporating these Conditions.

**Customer:** means the person or entity who purchases the Service from the Supplier as specified in the Quotation.

**Disclaimer:** means the disclaimer set out in Schedule 1.

**Force Majeure:** means an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required for performance of the Contract, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay.

**Price:** has the meaning in clause 4.

**Proposal:** means the document sent to the Customer detailing the Service to be provided by the Supplier at the specified Price and forms part of the contract.

**Schedule:** means any schedule attached to the main body of this Agreement.

**Service:** means the service provided by the Supplier as set out in the Quotation.

**Supplier:** means the person who sells the Service to the Customer and whose details are set out in these Conditions.

### **3. Delivery of Service**

3.1 The Service is provided in accordance with the Quotation.

3.2 If the Supplier is delayed or unable to provide the Service in accordance with the Quotation, they will inform the Customer as soon as possible of when they will deliver the Service.

### **4. Price**

4.1 The Price is as specified in the proposal.

4.2 The Price will be confirmed in an invoice generated by the Supplier.

### **5. Booking**

5.1 The Customer can request the Service detailed in the Proposal by contacting the Supplier via the email address in clause 1.1.

5.2 The Supplier will issue:

5.2.1 a Booking Confirmation;

5.2.2 an invoice to the Customer incorporating the Price.

### **6. Payment**

6.1 Payment is due in accordance with the provisions specified in the proposal, payable by BACS within 14 days of invoice.

### **7. Liability**

7.1 The Supplier does not guarantee results of any kind for the Customer.

7.2 The Supplier does not exclude liability for:

7.2.1 any fraudulent act or omission;

7.2.2 for death or personal injury caused by negligence or breach of the Supplier's other legal obligations;

7.3 The Supplier will maintain Public Liability Insurance to this effect.

7.4 The Supplier is not liable for loss which was not reasonably foreseeable to both parties at the time the Contract was made.

## **8. Force Majeure**

- 8.1 A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:
- 8.1.1 promptly notifies the other party of the Force Majeure event and its expected duration; and
  - 8.1.2 uses its best endeavours to minimise the effects of that event.

## **9. Confidentiality**

- 9.1 The Supplier will:
- 9.1.1 keep the Confidential Information confidential at all times;
  - 9.1.2 not disclose the Confidential Information or allow it to be disclosed in whole or in part to any third party without the Customer's prior consent;
  - 9.1.3 take proper and all reasonable measures to ensure the confidentiality of the Confidential Information; and
  - 9.1.4 not use the Confidential Information in whole or in part for any purpose except for what is required to provide the Service.
  - 9.1.5 The Supplier may use the service of another person identified as an associate of the Supplier in the performance of their Services where this is required.

## **10. Intellectual Property Rights**

- 10.1 It is agreed that any intellectual property rights arising from the performance of services by the Company as defined in this agreement is owned by the Company.
- 10.2 The Company shall own the intellectual property rights in works, performance, data, databases, software and designs created by them outside of the terms of this agreement.

## **11. Conflict of Interest**

- 11.1 The Consultancy is free to engage in providing services to other companies for the duration of this agreement providing that this does not have a detrimental impact on the services provided to the Client as outlined in clause 1.1.

## **12. Privacy**

- 12.1 The Supplier agrees to respect the Customer's privacy and comply with the General Data Protection Regulations with regards to personal information as detailed in its Privacy Statement accessible via [www.newroutesltd.com](http://www.newroutesltd.com)

- 12.2 In the event that the Supplier creates a case study for the purpose of marketing its business, the Supplier agrees to do so only with the express consent of the Customer and agrees that your privacy will be maintained.

### **13. Termination and Cancellation**

13.1 The Supplier may terminate the Contract or any other contract which it has with the Customer at any time by giving notice in writing to the Customer if:

- 13.1.1 the Customer commits a material breach of the Contract and such breach is not remediable;
- 13.1.2 the Customer commits a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach;
- 13.1.3 any consent, licence or authorisation held by the Supplier is revoked or modified such that the Supplier is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.
- 13.1.4 The Supplier may cancel some or all of the Service in the event that the Supplier or its representatives are incapacitated or unavoidably absent from the Supplier's business. In such situations, the Supplier will:
  - 13.1.5 contact the Customer at the earliest opportunity in order to rearrange the provision of the Service at the convenience of the Parties; or
  - 13.1.6 contact the Customer at the earliest opportunity in order to arrange a refund of such a proportion of the Price that represents the element(s) of the Service which cannot be rearranged.
- 13.1.7 The Customer may cancel the specified Service: Counselling, Supervision, Coaching as an individual session at any time after receipt of the Booking Confirmation.
- 13.1.8 The Supplier will work with the Customer to try to rearrange the Service to a time and date that is convenient for all parties involved in providing the Service. In the event of such cancellation:
  - 13.1.9 100% of the Price will be payable where cancellation is made within 24 hours of the Booking;
  - 13.2 50% of the Price will be payable where cancellation is made within 72 hours of the Booking; or
  - 13.2.1 No payment of the Price will be payable where cancellation is made more than 72 hours of the Booking.

### **14. Entire agreement**

- 14.1 The parties agree that the Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 14.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly

set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

**14.3** Nothing in these Conditions purports to limit or exclude any liability for fraud.

## **15. Variation**

**15.1** No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and is duly signed by, or on behalf of, the Supplier.

## **16. Severance**

**16.1** If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

## **17. Governing Law**

**17.1** The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

## **18. Jurisdiction**

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

