

Service Summary (“Service”)

Once we have received your payment we will:

- Confirm the date and time of the kickoff workshop in our diaries
- Confirm the times and dates of the 4 sessions
- Attend, in person, at the location of your choice; and
- Provide you with a summary write-up of the workshop and arrange a follow-up session 4-6 weeks after the last session

The cost (“Fee”)

The Fee for the deliverables is £xxx plus VAT and this is payable by x or by instalment the first is due before any work commences.

About Us (“We” / “Us” / “Party”)

Contact Name	-	Vicky Heward
Business Name	-	Optimo Business Limited
Business Address	-	57A Commercial St, Rothwell, Leeds LS26 0QD
Company Number	-	12246212
Contact Email	-	Vicky@optimobusiness.co.uk
Contact Number	-	07540888603

About you (“You” / “Your” / “Party”)

Contact Name	-	TBC
Business Name	-	TBC
Business Address	-	TBC
Company Number	-	TBC
Contact Email	-	TBC
Contact Number	-	TBC

By electronically signing this document, You confirm Your understanding and agreement with the Terms and Conditions of this Agreement.

SIGNED BY

SIGNED BY Vicky Heward

Signature

Signature

Date

Date

1. Introduction

- 1.1. This document, together with our privacy notice (<https://optimobusiness.co.uk/privacy-policy/>) forms the basis on which We will deliver Our Service to You. By signing this document ("Agreement") and/or paying for the Service, You confirm Your acceptance of these Terms and Conditions.

2. The Service

- 2.1. The Service We will provide is detailed in the Services Summary and We will provide the Service on a date that has been agreed in writing by both Parties.
- 2.2. We will deliver the Service professionally and in the agreed timeframe. If there is a delay in delivering the Service due to a reason beyond Our control, there will be no right to terminate the Service or claim damages from Us.
- 2.3. If You need further support or additional services over and above the Service in these Terms and Conditions, a separate Services Summary and payment terms will need to be agreed.

3. What We expect from You when We work together

- 3.1. To provide any information We request to enable Us to provide the Service. We will not be liable for any delay in delivering the Service caused by Your failure or delay in providing the requested information.
- 3.2. Where You provide Us with information, You confirm that You have the legal right to use and share this information, and You indemnify Us against any liability due to any breach of this confirmation. We reserve Our rights to not use any information which We consider breach of any third-party Intellectual Property Rights.
- 3.3. You acknowledge that You are solely responsible for making decisions and taking appropriate action as a result of anything reviewed or discussed during delivery of the Service and that We will not be liable for Your failure to make decisions, put into action any plans, techniques or strategies, or for any results whether direct or indirect arising out of the delivery of the Service.

4. Purchase of the Service

- 4.1. Any reports We provide to You will be created based upon information You provide to Us and may change should the information that You have provided change at any time.
- 4.2. Once You have paid for the Service and signed acceptance of these Terms and Conditions, a legally binding Agreement will be formed.

5. Service Fee

- 5.1. Our Fee for the Service along with the payment term and payment method is as set out in the Service Summary attached to these Terms. All Fees are inclusive of Value Added Taxes ("VAT").
- 5.2. All payments are non-refundable except where We fail to deliver the Services through our own fault or where clause 7.3 applies.

7. Changes, Cancellation and Termination

- 7.1. The Service will not be provided or booked until full payment has been received by Us.
- 7.2. Any change to the agreed Service date must be requested in writing. You accept and acknowledge that We will not be responsible for any delays or lack of availability due to the requested change of Service date.
- 7.3. Either Party may cancel this Agreement, by providing the other with 14 days' written notice. In the event of cancellation, no refunds will apply except where We provide notice of cancellation before the agreed Service date.
- 7.5. This Agreement may be terminated by either Party providing the other with written notice in accordance with these Terms in the following circumstances:
 - 7.5.1. either Party commits a material breach and the Party in breach fails to remedy the breach within 14 days of being notified of the breach by the other Party; or
 - 7.5.2. either Party commits a material breach which cannot be remedied; or
 - 7.5.3. either Party takes steps to go into, or enters, liquidation/administration (except for the purposes of a bona fide corporate reconstruction or amalgamation) or bankruptcy (if an individual); or
 - 7.5.4. either Party ceases, or threatens to cease, trade.
- 7.6. We reserve the right to terminate this Agreement with immediate effect where We reasonably believe that You are acting illegally, or in a way which may cause damage to Our business and/or reputation or which may bring Our business into disrepute.
- 7.7. Upon termination of this Agreement for any reason:
 - 7.7.1. any amount owing to Us will become immediately due and payable;
 - 7.7.2. all clauses which relate to the period after the delivery of the Service will remain in full force and effect.
- 7.8. We will be under no duty or obligation to keep any documents, resources, information or data relating to the Service following termination. It will be Your responsibility to keep copies of any documents or information You may need.

8. Complaints or concerns

- 8.1. Any concerns with or complaints regarding, the Service will be communicated to Us by email to danielle@optimobusiness.co.uk as soon as possible.
- 8.2. Where You notify Us of a complaint or concern, We will confirm receipt by email and follow Our internal complaints handling procedure to investigate and deal with Your complaint or concern.
- 8.4. Nothing in these Terms affects Your statutory rights.

9. Confidentiality

- 9.1. Confidential Information means ideas, know-how, trade secrets, employee and supplier details, contractor information, pricing related information, business practices, client and customer information, financial information and plans, designs, formulas, concepts and techniques, plans, and other confidential and/or proprietary information that may be disclosed during the provision of the Service. It excludes any information that was already known by a Party before being provided with that information by the other Party, is already accessible in the public domain, can be shown to be provided by a third party separately from this Agreement.
- 9.2. We both agree that any Confidential Information that may be disclosed during the provision of the Service will be kept secure and not disclosed or used by either Party for its own purposes.
- 9.3. We both agree to ensure that Our officers, employees and agents comply with the provisions of this Clause 9.

10. Intellectual Property

- 10.1. Intellectual Property Rights will mean all worldwide intellectual property rights whether registered or unregistered, registrable or non-registrable, including any application or right of application for such rights and will include copyright and related rights, database rights, confidential information, trade secrets, know how, trade names, business names, trademarks, passing off rights, patents and rights in designs.
- 10.2. As part of the delivery of the Service We may provide You with information, data, concepts, strategies, worksheets, articles, graphics, images and such other content ("Content") that may be relevant to the Service. You agree to only use this Content as directed by Us and, that at all times all Content remains Our confidential and proprietary Intellectual Property, and You agree not to reproduce, copy, disclose, change, modify, distribute, share, licence, sell or otherwise use any Content for any commercial reasons whether during provision of the Service, or at any time thereafter.

11. Data Protection

- 11.1. "Data Protection Legislation" means all applicable legislation in force from time to time in the United Kingdom including, but not limited to, the UK GDPR and the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended.
- 11.2. Any Personal Data You provide to Us will be maintained, stored, accessed and processed in accordance with recognised Data Protection Legislation. We agree to only process Personal Data to the extent reasonably required to enable proper delivery of the Service, and to retain it only for as long as reasonably necessary to allow Us to deliver the Service and to comply with any legal or regulatory requirements. Full details of how We process, use, collect and store Personal Data can be found in the privacy notice at <https://optimobusiness.co.uk/privacy-policy/>.
- 11.3. We agree not to disclose any personal data to any third party other than Our employees, contractors, agents or advisors, to the extent necessary for the performance of the Service.
- 11.4. Our obligations under this clause 11, along with the obligations in clauses 9 and 10 will not apply where it is necessary for Us to disclose in connection with legal proceedings, prospective legal proceedings (whether or not in relation to these Terms), to allow Us to obtain legal advice or where We have been directed to do so by a court or other body of equivalent jurisdiction.

12. Non-exclusivity of Service and non-solicitation

- 12.1. You agree and acknowledge that nothing in this Agreement prevents Us from providing similar services to other companies and/or individuals or otherwise engaging in Our regular business activities.
- 12.2. During the provision of the Service and for a period of 12 months afterwards You agree NOT to employ, engage or attempt to induce, employ, solicit or entice away from Us any of Our employees, contractors or freelancers that were engaged, employed or contracted to Us at any point during the time of the provision of the Service, without Our express consent in writing, such consent not to be unreasonably withheld.

13. Assignment and Sub-Contracting

- 13.1. We reserve the right to assign, delegate or sublicense any of Our rights arising out of, or in connection with this Agreement. You will not assign any rights or benefits under this Agreement without Our prior written consent.
- 13.2. We will be permitted to use Our employees, agents or other qualified consultants to deliver the Service.

14. Liability

- 14.1. This Clause 14 sets out Our entire financial liability for any breach of these Terms arising out of or in connection with this Agreement.
- 14.2. Subject to sub-Clause 14.3, We will not be liable to You for any loss of profit, revenue, goodwill, reputation, business opportunity, anticipated saving, business interruption or any failure to achieve any benefit expected from the Service, loss of use of any asset, loss of data recorded on any computer or other equipment or any special commercial, economic, indirect or consequential damage or any loss that may be suffered by You that arises out of or in connection with these Terms.
- 14.3. Nothing in this Clause 14, or in any other provisions of these Terms will limit Our liability for fraud or fraudulent misrepresentation, for deliberate or wilful misconduct, or for death or personal injury;
- 14.4. Subject to Clause 14.3, Our total liability towards You, arising out of or in connection with these Terms will be limited to the Fee payable or paid under these Terms within the 12 months before the date on which the liability arose.
- 14.5. You agree to indemnify Us and keep Us indemnified against all liabilities, actions, claims, proceedings, losses, expenses (including reasonable legal costs and expenses), costs and damages, incurred by Us as a result of Your breach or arising out of claims relating to the Service undertaken for You or any claim brought against Us by a third party resulting from the provision of any Service to You and Your use of them.
- 14.6. We will not be liable for any loss or damage suffered by You as a result of:
 - 14.6.1. Your failure to follow any instructions that We provide; or
 - 14.6.2. any failure to deliver the Service where We are prevented due to a reason beyond Our control; or
 - 14.6.3. any losses arising from Your choice of Service requested or Your use of the Service once delivered.
- 14.7. During the term of this Agreement, and at any time thereafter, You agree to take no action to harm Us, Our agents, employees, contractors, or clients, or Our or their reputation or which could lead to unwanted or unfavourable publicity to Us, Our agents, employees, contractors, or clients.
- 14.8. If a dispute arises in connection with the provision of the Service which cannot be resolved by mutual agreement, We both agree to submit the matter for mediation by an independent mediator. If there is no resolution following 30 days of mediation, legal action can be commenced.
- 14.9. We both agree that We have adequate insurance cover to meet any liabilities that may arise in connection with these Terms.

15. No Guarantee

- 15.1. You agree and understand that Your use and access to the Service does not guarantee any particular results or success. During delivery of the Service, You will be provided with access to information, resources, people and support all designed to benefit You and Your business but it remains, at all times, Your responsibility to take any action suggested and to implement the necessary information received and/or any skills or tools shared. Your success and any results are dependent on factors which are outside Our control and for that reason We are not able to guarantee that any particular results or success will be achieved.
- 15.2. Whilst We have made every effort to accurately represent the Service, any testimonials and/or examples of results experienced by others are not intended to guarantee that others will achieve the same or similar results and We make no guarantee with respect to the results that may be experienced, and You accept and acknowledge that We are unable to guarantee the outcome of the Service.

16. Contact between us

- 16.1. We will not be liable for any loss or damage arising from the copying, mis-direction or interception of any of Our communications.
- 16.2. Where reference in these Terms is made to the provision of a notice then any such notice will be validly served if sent by email to the address of the other party as set out in the Service Summary and will be deemed served, upon receipt of a valid delivery notification, if prior to 5pm UK time, or at 9am the following business day.
- 16.3. During delivery of the Service, We will be available by telephone and email during regular office hours, from 09h00 to 17h00, Monday to Friday.

17. Unexpected Events

- 17.1. Every effort will be made to deliver the Service in accordance with these Terms but We will not be liable for any delay or failure in delivery of the Services should We be prevented or delayed due to any act, event, omission or accident beyond Our reasonable control ("Event"). Should an Event occur then time of delivery of the Service will be extended until a reasonable time after the Event preventing or interfering with the delivery of the Service, and under no circumstances will We be liable for any loss or damage You may suffer as a result thereof.

- 17.2. Where an Event arises, We will provide notice in writing setting out the nature and extent of the Event and any steps We are taking to mitigate the impact and effect of the Event.
- 17.3. Should the Event continue for longer than 1 month either Party will be entitled to terminate this Agreement by providing the other with 14 days' notice in writing. Termination in these circumstances will be without prejudice to either of Our rights in respect of any breach of the Agreement occurring prior to termination.

18. General

- 18.1. These Terms represent the entire Agreement between Us and can only be amended by written agreement signed by both Parties. References to Agreement and to Terms will mean the same unless otherwise stated.
- 18.4. Nothing in these Terms is intended to establish any partnership or authorise the other Party to make or enter into any commitments for or on behalf of the other Party.
- 18.5. These Terms and any dispute or claim arising out of them will be governed by and construed in accordance with the laws of England and Wales and the Courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim.
- 18.6. You agree that no other representations have been made by Us to induce You into accepting these Terms and entering into Agreement with Us and no modification to these Terms will be effective unless in writing and signed by both Parties.