

# The Little Rosebuds Academy – Terms of Service

## 1. Interpretation

1.1. In this Contract the following words shall have the following meaning:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

**Charges:** as defined in clause 7.1;

**Client:** the business that purchases the Services from The Little Rosebuds Academy in accordance with these Terms of Service;

**Client's Representative:** the Client's representative for the Services, appointed in accordance with clause 5.1.1;

**Confidential Information:** all confidential information (however recorded, preserved or disclosed) disclosed by a party or its representatives to the other party and that party's representatives including but not limited to:

(a) the existence and terms of this Contract;

(b) any information that would be regarded as confidential by a reasonable business person relating to:

(i) the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the Disclosing Party; and

(ii) the operations, processes, product information, know-how, designs, trade secrets or software of the Disclosing Party; and

(c) any information or analysis derived from Confidential Information.

**Contract:** as defined in clause 3.4;

**Disclosing Party:** as detailed in clause 9.1;

**Document:** includes, in addition to any document in writing, any drawing, design, picture or other image, video, or other record embodying information in any form;

**Input Material:** all Documents, information and materials provided by the Client relating to the Services, including data and recordings;

**Intellectual Property Rights:** all copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, rights in designs, database rights, moral rights, rights in confidential information (including know-how and trade secrets), and any other intellectual property rights, in each case whether registered or unregistered;

**The Little Rosebuds Academy:** the individual or company as set out in the Service provided;

**The Little Rosebuds Academy's Representative:** The Little Rosebuds Academy's representative for this Service appointed under clause 4.4;

**Pre-existing Materials:** all Documents, information and materials provided by The Little Rosebuds Academy relating to the Services which existed prior to the commencement of this Contract;

**Receiving Party:** as detailed in clause 9.1;

**Services:** the services to be provided by The Little Rosebuds Academy under this agreement together with any other services which The Little Rosebuds Academy provides or agrees to provide to the Client;

**Service Documentation:** all documents, products and materials developed by The Little Rosebuds Academy or its agents, subcontractors and consultants for use in relation to the Services;

**VAT:** value added tax chargeable under English law for the time being and any similar additional tax.

1.2. A reference to a statute or statutory provision is a reference to it as amended or re-enacted.

1.3. References to "includes" or "including" shall be deemed to have the words "without limitation" inserted after them.

## **2. Commencement and Duration**

2.1. The Little Rosebuds Academy shall provide the Services to the Client on the terms and conditions of this Service.

2.2. This Service shall commence on the date stipulated in clause 3.4 and, unless otherwise terminated under clause 14, shall continue until the Services have been completed.

## **3. The Contract**

3.1. Following any request from the Client for Services, The Little Rosebuds Academy will send the Client an Agreement.

3.2. If there is any conflict between documents, the following order of priority shall apply:

3.2.1. these Terms of Service.

## **4. The Little Rosebuds Academy's Obligations**

4.1. The Little Rosebuds Academy warrants that the Services shall be provided using reasonable care and skill.

4.2. The Little Rosebuds Academy shall use reasonable endeavours to meet any performance dates specified.

4.3. Services are normally provided between 9.00am and 5.00pm unless agreed otherwise in advance.

4.4. The Little Rosebuds Academy shall appoint a representative who shall have authority to bind The Little Rosebuds Academy contractually.

4.5. The Little Rosebuds Academy shall observe all reasonable health and safety rules at the Client's premises.

4.6. The Little Rosebuds Academy will maintain copies of all Input Materials and Documents created as part of the Services for a minimum of 12 months, after which they may be securely deleted unless otherwise instructed.

## **5. Client's Obligations**

5.1. The Client shall:

5.1.1. co-operate fully with The Little Rosebuds Academy and appoint a representative with authority to make decisions;

5.1.2. provide timely support, information, and access required for delivery of the Services.

## **6. Change Control**

6.1. Any Client-requested change to the Services shall be reviewed by The Little Rosebuds Academy, which will notify the Client of any impact on Charges or timelines.

## **7. Charges and Payment**

7.1. In consideration of the Services, the Client shall pay the Charges as set out in this clause and the Agreement.

7.2. The Client shall pay each invoice or instalment in accordance with the agreed payment plan.

7.3. If the Client fails to pay on time, The Little Rosebuds Academy may:

7.3.1. charge interest at 4% above the Bank of England base rate (or 4% if the base rate is below 0%);

7.3.2. claim interest under the Late Payment of Commercial Debts (Interest) Act 1998;

7.3.3. suspend Services until payment has been made in full.

### **7.4. Refunds & Cooling-Off**

7.4.1. All Services are provided on a business-to-business basis; therefore, statutory consumer cooling-off rights do not apply.

7.4.2. Notwithstanding this, The Little Rosebuds Academy offers a contractual goodwill cooling-off period of 14 days from the date of entering into this Agreement, provided Services have not commenced and no digital materials have been accessed.

7.4.3. If cancelled within this 14-day period and before Services commence, any fees paid will be refunded less a £75 administration fee to cover processing and onboarding costs.

7.4.4. Once Services have commenced, digital materials accessed, or participation begun, no refunds will be issued, and the Client remains liable for all agreed Charges, including instalments.

7.4.5. In exceptional circumstances and at the sole discretion of The Little Rosebuds Academy, a deferral, credit transfer, or partial refund may be offered. Such decisions will be confirmed in writing and do not set a precedent.

### **7.5. Payment Plans, Deposits & Non-Transferability**

7.5.1. Where payment by instalments is agreed, all instalments must be paid in full and on time. Entering into a payment plan constitutes a contractual commitment to pay the full balance.

7.5.2. Deposits or first instalments are non-refundable, except where cancellation occurs within the 14-day cooling-off period under clause 7.4.

7.5.3. Services, training access, and course places are personal to the Client and cannot be transferred or resold without written consent.

## **8. Intellectual Property Rights**

All intellectual property in course materials, content, and documentation remains the property of The Little Rosebuds Academy. The Client is granted a limited licence for personal educational use only.

## **9. Confidentiality**

Each party agrees to keep the other's confidential information secure and not disclose it except where required by law or necessary to perform the contract.

## **10. Limitation of Liability**

10.1. The Little Rosebuds Academy's total liability shall not exceed the total Charges paid for the Services to which the claim relates.

10.2. The Little Rosebuds Academy shall not be liable for indirect or consequential loss, loss of profit, data, or goodwill.

10.3. Nothing in this clause limits liability for death or personal injury caused by negligence or fraud.

## **11. Warranty**

Each party warrants that it has full authority to enter into this Contract.

## **12. Insurance**

The Little Rosebuds Academy maintains professional indemnity insurance of £1,000,000 and public liability insurance sufficient to cover its obligations.

## **13. GDPR**

The Client is the Data Controller, and The Little Rosebuds Academy is the Data Processor in respect of any personal data processed.

## **14. Termination**

14.1. Either party may terminate this Contract immediately if the other party:

- (a) fails to pay amounts due within 14 days of notice;
- (b) commits a material breach and fails to remedy it within 30 days;
- (c) becomes insolvent or ceases trading.

14.2. The Little Rosebuds Academy may terminate immediately if the Client acts unlawfully or in a manner deemed capricious, vexatious, or reckless.

14.3. The Client may terminate in writing at any time. We respectfully request as much notice as possible. Refunds and cooling-off rights are strictly governed by clause 7.4.

14.4. A breach of clause 5 constitutes a material breach.

14.5. Where the Client terminates after accessing course materials, digital content, or live sessions, the Client remains liable for the full balance of Charges. No refunds or instalment cancellations will be made once Services have commenced.

## **15. Consequences of Termination**

Upon termination, all outstanding invoices become immediately due. The Client must return or destroy all Service Documentation and confidential information.

## **16. Complaints**

Complaints should first be raised with The Little Rosebuds Academy's Representative. If unresolved, please contact [hannah@littlerosebudsacademy.com](mailto:hannah@littlerosebudsacademy.com).

## **17. Force Majeure**

Neither party shall be liable for failure or delay due to circumstances beyond reasonable control.

## **18. General**

18.1. The Client shall not assign or sub-contract any part of this Contract without written consent.

18.2. This Contract represents the entire agreement between the parties.

18.3. Notices shall be sent by registered post or email to the registered addresses of each party.

18.4. This Contract shall be governed by and construed in accordance with English law.

18.5. For Clients outside the UK, this Contract shall still be governed by English law, and the courts of England and Wales shall have exclusive jurisdiction.

## **19. Digital Course Access & Use**

19.1. Access to online training portals, materials, and course content is granted for personal educational use only and may be withdrawn if the Client breaches the Contract or fails to make payment.

19.2. The Client must not share, copy, or permit access to any course materials, training videos, or documents with any third party.

19.3. Clients are granted lifetime access to course materials unless terminated under clause 14 for breach or non-payment. Certification timelines or renewal requirements (if applicable) will be set out in the course information.

■ End of Terms of Service