

Show Your Light Limited – Terms and Conditions

These Terms and Conditions apply to all Services provided by us, Show Your Light Limited, a company registered in England and Wales under number 11683474 whose registered office address is at 12 Dane Walk Stockport SK5 7JN ("the Company/we/us/our").

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Client/you/you" means the individual, firm or corporate body purchasing the Services. Where an individual is entering into this Contract on behalf of a business, the individual confirms they have the authority to enter into this Contract on behalf of that business and the business will be the Client in the context of the Contract;

"Confirmation" means the notification made by the Company that the Proposal has been accepted. This notification is subject to these Terms and Conditions;

"Contract" means the contract formed in accordance with clause 2, which will incorporate and be subject to these Terms and Conditions, together with any special terms agreed in the Proposal;

"Delivery Day" means the date specified in the Proposal when the Services will be delivered;

"Participant" means any individual who has been booked onto or is participating in the Services by or on behalf of the Client;

"Proposal" means our proposal to carry out the Services which, unless otherwise stated, remains open for acceptance for a period of 30 days and sets out the entire scope of Services to be provided;

"Services" means the business strategy, mentoring, consultancy, training, facilitation and professional development services to be provided by us, as described in the Proposal. These may include, but are not limited to, one-to-one or group sessions, strategic planning, DISC assessments and reports, workshops, programmes, memberships, events, online learning, digital resources, networking and visibility support, introductions and associated advisory or implementation support; and

"Session" means any one-to-one or group strategy, mentoring, consultancy, training, facilitation, workshop or support session provided by us under the Contract, whether delivered in person, online, by telephone or through another agreed format;

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 "writing" and "written" includes emails;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions as may be amended or supplemented at the relevant time;

1.2.4 a clause is a reference to a clause of these Terms and Conditions; and

1.2.5 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and will have no effect on their interpretation.

1.4 Words imparting the singular number include the plural and vice versa. References to persons include corporations.

2. The Contract

2.1 We will send you a written Proposal detailing the Services to be provided and our fees. A legally binding Contract between you and us will be formed when you accept our Proposal, either by sending us written confirmation or by sending us a purchase order. The Contract will incorporate, and be subject to, these Terms and Conditions.

2.2 No terms or conditions stipulated or referred to by you in any form whatsoever will in any way vary or add to these Terms and Conditions unless we agree otherwise in writing.

2.3 You are responsible for the accuracy of any information submitted to us and for ensuring that our Proposal and the Services to be provided reflect your requirements. Our Proposal is based on the information provided to us at the time we prepare it. If any errors or discrepancies become evident, we reserve the right to make adjustments to it.

2.4 We will use all reasonable endeavours to complete our obligations under the Contract in a timely manner, but time will not be of the essence in the performance of our Services.

2.5 The Contract may include a Proposal, order form, booking page, service schedule or separate service agreement containing terms specific to the Services purchased. If there is any conflict between these Terms and Conditions and an expressly agreed service-specific term, the service-specific term will take precedence.

3. Our Services

3.1 We will provide an estimated timeframe for the Services required, together with our fees which will be outlined in our Proposal.

3.2 The Company will provide the Services with reasonable care and skill. The Client is responsible for participating fully, providing accurate and timely information, completing agreed actions and making their own business and personal decisions.

3.3 If we require additional time to carry out the Services and meet the agreed deliverables, if for example the brief changes, we will contact you in writing to seek your permission for this.

4. Delivery Day

4.1 We are able to provide our Services in a variety of ways to meet your specific needs. Our Sessions can be delivered in a face-to-face format, or in a virtual format.

4.2 The Services may include business strategy, mentoring, guidance and recommendations but do not constitute legal, regulated financial, medical, psychological or therapeutic advice.

The Client remains responsible for their own decisions and should obtain advice from an appropriately qualified professional where required.

If, at any time, the Company believes that the Client may benefit from specialist professional or therapeutic support, the Company may make a recommendation. The Client is under no obligation to accept that recommendation and any separate supplier will provide their services under their own terms and conditions.

4.3 Responsibility for arranging and paying for any venue, facilities, refreshments, travel or accommodation required for face-to-face Services will be set out in the Proposal, booking confirmation or service agreement.

Where the Client is responsible for providing a venue or facilities, they must ensure that these are safe, accessible and reasonably suitable for the Services.

The Clauses below apply to our one-to-one Sessions

4.4 The Client must attend each arranged Session on time and, where the Session is delivered remotely, must ensure that they are in a suitable location with minimal distractions and an adequate internet connection.

If the Client is more than 15 minutes late, the Company may provide the Session for the remaining scheduled time or treat the Session as cancelled by the Client. In either case, the Session will be charged in full or deducted from the Client's remaining allocation of Sessions.

4.5 The Company will use reasonable care in delivering the Services but does not warrant that online platforms, communications, recordings or other technology used in connection with the Services will always be uninterrupted or error-free.

4.6 The Company does not guarantee any particular financial, commercial, professional or personal outcome from the Services. Results depend on factors outside the Company's control, including the Client's participation, decisions, actions, implementation, experience and individual circumstances.

4.7 Where the Services include access to the Company by WhatsApp, email or another messaging platform between Sessions, such access is intended to provide reasonable supplementary support only.

The Company does not guarantee an immediate response and will normally respond during its usual working hours within a reasonable period. Messaging access does not include emergency, crisis or out-of-hours support and does not replace scheduled Sessions.

The Company may be unavailable during weekends, public holidays, annual leave or other periods of notified absence.

The Clauses below apply to group Sessions, programmes, workshops and events

4.8 If the Services have been agreed for a specified number of Participants, this will be stated in the Proposal. If fewer Participants attend, the agreed fee will remain payable and the Company may adapt the format or content of the Session accordingly. If attendance is too low for the Services to be delivered effectively, the Company may cancel or reschedule the Session in accordance with Clause 8.

4.9 You are responsible for the Participants at all times. Should the behaviour of a Participant prove disruptive at any stage during the provision of the Services, at our sole discretion, we will be entitled to request the immediate removal of that Participant from the current Session and any future Session.

5. Pre-arranged Visits, Meetings and Training Dates

5.1 Unless a different notice period is stated in the applicable Proposal, booking page or service agreement, the Client must provide at least 48

hours' written notice to cancel or reschedule a Session, meeting or training date.

If the required notice is not provided, the Session may be treated as cancelled by the Client and will be charged in full or deducted from the Client's remaining allocation of Sessions.

Where the Company has incurred non-refundable venue, travel, accommodation or other costs in connection with the Services, the Client will remain responsible for those costs.

The Company will use reasonable efforts to offer an alternative date, but cannot guarantee that the Client's preferred date or time will be available.

- 5.2 If, due to circumstances beyond our control, we have to cancel or reschedule a scheduled visit, meeting or training session, we will notify you immediately to minimise disruption.

6. Variations and Amendments

- 6.1 If the Client wishes to vary the scope, content or agreed deliverables of the Services, the Client must notify the Company in writing as soon as reasonably possible.

- 6.2 The Company will use reasonable efforts to accommodate a requested variation but is not obliged to do so. Any additional work, time, travel or costs arising from an agreed variation may be charged separately.

- 6.3 Any agreed variation or amendment will be carried out in accordance with these Terms and Conditions and any price increase necessitated as a result of an agreed variation or amendment will be payable in accordance with the terms for payment below.

7. Fees and Payment

- 7.1 The fees for the Services, the applicable payment arrangement and all payment dates will be set out in the Proposal, order form, booking page or other written agreement between the Parties.

- 7.2 Depending on the Services purchased, payment may be required:

- 7.2.1 in full in advance;

- 7.2.2 by agreed instalments over a fixed contractual term; or

- 7.2.3 by recurring subscription payments, subject to any minimum term and cancellation provisions stated in the relevant Proposal, order form or booking page.

- 7.3 Where the Client agrees to purchase Services for a fixed term or for a fixed total fee, any instalment arrangement is provided solely as a means of spreading the cost. It does not convert the Contract into a monthly rolling arrangement or give the Client the right to cancel the remaining payments, except where expressly stated in the Contract or required by law.

- 7.4 Payments must be made on or before the payment dates stated in the Proposal, invoice, order form or payment schedule. Where no payment date is expressly stated, an invoice must be paid within 30 days of the invoice date.

- 7.5 The Client authorises the Company, or its appointed payment provider, to collect any agreed recurring or instalment payments using the payment method provided by the Client.

- 7.6 If a payment fails or is not received by its due date, the Company may suspend the Services, Sessions, access to online materials, communities and support until the outstanding payment has been received.

- 7.7 If the Client fails to remedy an overdue payment within 14 days of receiving written notice, the Company may terminate the Contract and, where the Services were purchased for a fixed term or fixed total fee, require payment of the outstanding contractual balance, subject to any rights the Client may have by law.

- 7.8 All fees are quoted exclusive of VAT unless expressly stated otherwise. VAT will be added where legally applicable.

- 7.9 Where the Client is acting in the course of a business, the Company reserves the right to charge statutory interest and claim any applicable fixed-sum compensation and recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998. Nothing in this clause limits any other right or remedy available to the Company.

8. Cancellation

- 8.1 Either Party has the right to cancel the Services immediately if the other Party:

- 8.1.1 has committed a material breach of this Contract, unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other Party has failed to remedy the breach within 14 days after a written notice to do so; or

- 8.1.2 goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.

- 8.2 If the Client wishes to cancel the Services, they may do so at any time by giving written notice to the Company, provided that:

- 8.2.1 Except where otherwise stated in the applicable Proposal, booking page or service agreement, or where required by law, payments made by the Client are non-refundable.

- 8.2.2 If the Client cancels the Services 14 calendar days or fewer before the agreed start date, the full fee for the affected Services will remain payable and any payments already made may be retained by the Company, except where otherwise required by law.

- 8.2.3 Where reasonably possible, the Company may offer the Client an alternative date or time for the Services, but is not obliged to do so.

- 8.2.4 Any additional costs reasonably incurred by the Company in cancelling any arrangements connected with the Services shall be paid by the Client on demand.

- 8.3 Termination or expiry of the Contract will not affect any rights, remedies, obligations or liabilities of either Party that have arisen before the date of termination or expiry. Any provision of the Contract which expressly or by its nature is intended to continue after termination or expiry will remain in full force and effect.

- 8.4 Certain Services may be provided for a fixed term, as part of an ongoing programme or membership, or under a separate service agreement. Any minimum term, notice period, cancellation provisions, payment obligations and arrangements concerning access to Sessions, materials, communities or other resources will be set out in the applicable Proposal, order form, booking page or separate service agreement.

- 8.5 Where any specific cancellation or termination provision in a Proposal, order form, booking page or separate service agreement conflicts with this Clause 8, the specific provision relating to the relevant Services will take precedence.

9. Confidentiality

- 9.1 Each Party may receive confidential, personal, financial, commercial or sensitive information from the other Party in connection with the Services.

Each Party agrees to keep such information confidential and not to use or disclose it except where reasonably necessary to perform its obligations under the Contract, where authorised in writing by the other Party, or where disclosure is required by law.

- 9.2 Where the Services involve group Sessions, programmes, memberships, workshops or events, the Client and each Participant must keep confidential any personal, commercial or sensitive information shared by another Participant.

No Participant may record, reproduce, publish or share the content of a group discussion without the prior permission of the Company and any affected Participant.

- 9.3 The Company will take reasonable steps to communicate and promote confidentiality within group Services. However, the Company cannot guarantee the conduct of every Participant and will not be responsible for an unauthorised disclosure made by another Participant, except to the extent that the Company is legally responsible for that disclosure.

10. Copyright

- 10.1 We reserve all copyright and any other rights (if any) which may subsist in, or in connection with, the provision of the Services. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright.

- 10.2 All intellectual property rights in the Services and in any materials provided by the Company remain the property of the Company or the relevant third-party owner. This includes, but is not limited to, reports, workbooks, templates, presentations, slides, recordings, videos, online course content, digital resources, processes, frameworks, methodologies and training materials.

- 10.3 Subject to full payment of all fees due, the Client is granted a limited, personal, non-exclusive and non-transferable licence to use the materials solely for the Client's own personal or internal business purposes.

The Client must not copy, reproduce, modify, distribute, publish, sell, licence, share, teach from or otherwise commercially exploit any of the materials without the Company's prior written consent.

- 10.4 The Client must not record any Session, workshop, group call or event without the Company's prior written consent.

Where the Company records a Session or event, the Company will inform Participants and will handle any personal data contained in the recording in accordance with its Privacy Notice.

- 10.5 The Client warrants that any materials, documents, content or instructions supplied to the Company will not infringe any copyright, trade mark, design right, patent or other intellectual property right of any third party. The Client will be responsible for any loss, damage, cost or claim arising from the Company's authorised use of materials supplied by the Client.

11. Assignment and Sub-Contracting

- 11.1 You may not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under this Contract.
- 11.2 We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under this Contract, without your prior consent.
- 11.3 Where we sub-contract the performance of any of our obligations under the Contract, we will be responsible for every act or omission of the sub-contractor as if it were an act or omission of our own.

12. Liability and Indemnity

- 12.1 Nothing in these Terms and Conditions excludes or seeks to exclude our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.
- 12.2 Except as provided in clause 12.1 above, we will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained in the Contract, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our employees, agents or otherwise) in connection with the performance of our obligations under the Contract. All warranties or conditions whether express or implied by law are expressly excluded, to the maximum extent permitted by law.
- 12.3 In the event of a breach by us of our express obligations under the Contract, your remedies will be limited to damages, which in any event, will not exceed the total fees paid by you under the Contract.
- 12.4 The Company provides advice, guidance and recommendations based on the information available at the time. The Client remains responsible for deciding whether and how to act on that information and for obtaining specialist professional advice where appropriate.

13. Non-Solicitation

During the Contract and for six months after it ends, neither Party will knowingly and directly solicit for employment or engagement any employee or contractor of the other Party who was materially involved in providing or receiving the Services.

This restriction does not prevent either Party from:

- 13.1 responding to a general recruitment advertisement;
- 13.2 engaging a person who approaches them independently without direct solicitation;
- 13.3 working with a supplier, collaborator or professional who has been introduced through the Services, unless a separate written restriction has been expressly agreed; or
- 13.4 engaging a person with the prior written consent of the other Party.

14. Force Majeure: Neither Party shall be liable for any failure or delay in performing their obligations under the Contract where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism or war, governmental action or any other event that is beyond the control of the Party in question.

15. Data Protection

- 15.1 Both Parties agree to comply with all applicable data protection legislation, including the UK General Data Protection Regulation, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003, as amended from time to time.
- 15.2 If the Client provides the Company with the personal data of any other person, the Client warrants that they have a lawful basis for providing that information and have supplied any necessary privacy information to that person. The Company will process such personal data only as reasonably necessary to provide the Services and in accordance with applicable data protection legislation and its Privacy Notice.
- 15.3 Further information about how we collect, use, store and protect personal data is set out in our Privacy Notice, which is available on our website or upon request.

16. Waiver: No failure or delay by either Party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

17. Severance: The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and

Conditions (and the Contract, as appropriate). The remainder of these Terms and Conditions shall be valid and enforceable.

18. Notices: Notices will be deemed to have been duly received and properly served 24 hours after an email is sent or three working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that it was properly addressed to the address provided, stamped and placed in the post and in the case of an email, that it was sent to the specified email address of the addressee.

19. Law and Jurisdiction

- 19.1 These Terms and Conditions and the relationship between you and us (whether contractual or otherwise) will be governed by, and construed in accordance with, the laws of England and Wales.
- 19.2 Any dispute, controversy, proceedings or claim between you and us relating to the Contract or these Terms and Conditions (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England and Wales.