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## STANDARD SERVICE TERMS AND CONDITIONS

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### BACKGROUND:

These Terms and Conditions are the standard terms for the provision of services by Working Transitions Limited, trading as Working Transitions, a Limited company registered in England under number 5421754, whose registered address is Woodcourt Riverside Park, Southwood Road, Bromborough, Wirral, United Kingdom, CH62 3QX and whose main trading address is Queenswood office park, Alexandra House, Newport Pagnell Road West, Northampton, NN47JJ.

### 1. Definitions and Interpretation

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

<b>“Business Day”</b>	means any day other than a Saturday, Sunday or bank holiday;
<b>“Calendar Day”</b>	means any day of the year;
<b>“Contract”</b>	means the contract for the provision of Services, as explained in Clause 3;
<b>“Deposit”</b>	means an advance payment made to Us under sub-Clause 5.5;
<b>“Intellectual Property Rights”</b>	means copyright (and related rights), designs, patents, trade marks, and all other intellectual property rights that may exist in anything that We may create or produce as part of the Services. This includes all such rights, whether they are registered or unregistered, and the rights to apply for renewals or extensions of those rights (where relevant);
<b>“Month”</b>	means a calendar month;
<b>“Price”</b>	means the price payable for the Services;
<b>“Services”</b>	means the services which are to be provided by Us to you as specified in your Order (and confirmed in Our Order Confirmation);
<b>“Special Price”</b>	means a special offer price payable for Services which We may offer from time to time;
<b>“Order”</b>	means your order for the Services
<b>“Order Confirmation”</b>	means Our acceptance and confirmation of your Order as described in Clause 3;
<b>“We/Us/Our”</b>	means Working Transitions

1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, text message or other means.

### 2. Information About Us

2.1 Working Transitions, a Limited company registered in England under number 5421754, whose registered address is Woodcourt Riverside Park, Southwood Road, Bromborough, Wirral, United Kingdom, CH62 3QX and whose main trading address is Queenswood office park, Alexandra House, Newport Pagnell Road West, Northampton, NN47JJ.

2.2 Our VAT number is 861512831.

### 3. The Contract

3.1 These Terms and Conditions govern the sale and provision of Services by Us and will form the basis of the Contract between Us and you. Before submitting an Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.

3.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.

3.3 A legally binding contract between Us and You will be created upon Our acceptance of your Order,

indicated by Our Order Confirmation. Order Confirmations will be provided in writing.

- 3.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:
- 3.4.1 The main characteristics of the Services;
  - 3.4.2 Our identity (set out above in Clause 2) and contact details (as set out below in Clause 12);
  - 3.4.3 The total Price for the Services including taxes or, if the nature of the Services is such that the Price cannot be calculated in advance, the manner in which it will be calculated;
  - 3.4.4 The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Services;
  - 3.4.5 Our complaints handling policy;
  - 3.4.6 Where applicable, details of after-sales services and commercial guarantees;
  - 3.4.7 The duration of the Contract, where applicable, or if the Contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the Contract;
  - 3.4.8 Where applicable, the functionality, including appropriate technical protection measures, of digital content;
  - 3.4.9 Where applicable, any relevant compatibility of digital content with hardware and software that We are aware of or might reasonably be expected to be aware of.

#### 4. **Orders**

- 4.1 All Orders for Services made by you will be subject to these Terms and Conditions.
- 4.2 You may change your Order at any time before We begin providing the Services by contacting Us. Requests to change Orders do not need to be made in writing.
- 4.3 If your Order is changed We will inform you of any change to the Price in writing.
- 4.4 You may cancel your Order within 14 days of placing it. If you have already made any payments to Us under Clause 5, the payment(s) will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation. If you request that your Order be cancelled, you must confirm this in writing. If you wish to cancel the Services after this time period, or once We have begun providing the Services, please refer to Clause 11.
- 4.5 We may cancel your Order at any time before We begin providing the Services due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform you as soon as is reasonably possible. If you have made any payments to Us under Clause 5, the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 Calendar Days of Us informing you of the cancellation. Cancellations will be confirmed in writing.

#### 5. **Price and Payment**

- 5.1 The Price of the Services will be that shown in Our price list in place at the time of your Order. If the Price shown in your Order differs from Our current Price We will inform you upon receipt of your Order.
- 5.2 If We quote a Special Price which is different to the Price shown in Our current price list, the Special Price will be valid for 5 working days or, if the Special Price is part of an advertised special offer, for the period shown in the advertisement. Orders placed during this period will be accepted at the Special Price even if We do not accept the Order until after the period has expired.
- 5.3 Our Prices may change at any time but these changes will not affect Orders that We have already accepted.
- 5.4 All Prices include VAT. If the rate of VAT changes between the date of your Order and the date of your payment, We will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Prices where We have already received payment in full from you.
- 5.5 Before We begin providing the Services, you will be required to pay 100% of the total Price for the Services. Once payment has been made and approved you will receive an Order Confirmation.
- 5.6 You have 14 days to cancel your order from the date the you placed your order and a full refund will be made to you, as long as the service has not been used. If you have used the service within 14 days from the date of your order and you wish to cancel a refund of 50% of the fee paid will be paid to you. The order cannot be cancelled from day 15 onwards from the date you placed your order and no refunds will

be made.

5.7 We accept the following methods of payment:

5.7.1 PayPal

5.8 For the avoidance of doubt no service will be activated until payment in full has been received by Us

## 6. Providing the Services

- 6.1 As required by law, We will provide the Services with reasonable skill and care, consistent with best practices and standards in the Career Transition and Outplacement sector and in accordance with any information provided by Us about the Services and about Us.
- 6.2 We will begin providing the Services on the date specified in your Order (and confirmed in Our Order Confirmation).
- 6.3 We will continue providing the Services for 3 months from the date of your order. Your access to the service will terminate 3 months from the date of your order.
- 6.4 We will make every reasonable effort to provide the Services (and in accordance with your Order). We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please see Clause 10 for events outside of Our control.
- 6.5 If We require any information or action from you in order to provide the Services, We will inform you of this as soon as is reasonably possible.
- 6.6 If the information or action required of you under sub-Clause 6.5 is delayed incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result.
- 6.7 In certain circumstances, for example where We encounter a technical problem, We may need to suspend the Services in order to resolve the issue. Unless the issue is an emergency and requires immediate attention, We will inform you in advance in writing before suspending the Services.

## 7. Problems with the Services and Your Legal Rights

- 7.1 We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, there is a problem with the Services We request that you inform Us as soon as is reasonably possible (you do not need to contact Us in writing).
- 7.2 We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical.
- 7.3 As a consumer, you have certain legal rights with respect to the purchase of services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office. If We do not perform the Services with reasonable skill and care, you have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to a reduction in price. If the Services are not performed in line with information that We have provided about them, you also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you (or if Our breach concerns information about Us that does not relate to the performance of the Services), you have the right to a reduction in price. If for any reason We are required to repeat the Services in accordance with your legal rights, We will not charge you for the same and We will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full Price and, where you have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that you are entitled to the refund) and made via the same payment method originally used by you. In addition to your legal rights relating directly to the Services, You also have remedies if We use materials that are faulty or incorrectly described.
- 7.4 As a consumer you have certain legal rights with respect to digital content. If any work produced for you under these Terms and Conditions is supplied as digital content, these rights may apply to you. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office. Any digital content that We supply to you must be of satisfactory quality, it must be fit for purpose (where any such purpose has been made known to Us whether expressly or by implication), and it must match any description given by Us. Due to the nature of digital content you are unable to reject digital content which does not comply with the above; however you may have the right to a repair or replacement or, if these are not possible, to a price reduction up to the full Price. In cases where a price reduction applies and you have already made payment(s) to Us, you may be due a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 Calendar Days starting on the date on which We agree that you are entitled to the refund) and made via the same payment method originally used by you unless you

request an alternative method. If digital content provided by Us under these Terms and Conditions damages your device(s) as a result of Our failure to exercise reasonable skill and care, you also have the legal right to compensation for such damage which may take the form of a repair or replacement, or financial compensation.

## 8. Intellectual Property Rights

- 8.1 We will retain ownership of any and all Intellectual Property Rights that may exist in our content. We will grant to you a royalty-free, exclusive licence to use our content. The licence granted under this sub-Clause 8.2 will continue for a period to be defined in Our Order Confirmation. The duration of the licence will not necessarily be related to the duration of the Services themselves and may continue beyond the duration of the Services.
- 8.2 If the Contract is cancelled under Clause 11, the licence granted under sub-Clause 8.1 may also be cancelled in full or in part and you will no longer be permitted to use all or part of the online content. Upon cancellation.

## 9. Our Liability

- 9.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 9.2 We provide Services for domestic and private use (or purposes). We make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind (including resale). By making your Order, you agree that you will not use the Services for such purposes. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 9.3 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for failing to perform the Services with reasonable care and skill or in accordance with information provided by Us about the Services or about Us, nor for Our failure to supply digital content that is of satisfactory quality, fit for purpose and as described.
- 9.4 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

## 10. Events Outside of Our Control (Force Majeure)

- 10.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 10.2 If any event described under this Clause 10 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
- 10.2.1 We will inform you as soon as is reasonably possible;
- 10.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
- 10.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;
- 10.2.4 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to Cancel under sub-Clause 11.3.3;
- 10.2.5 If the event outside of Our control continues for more than 2 weeks, We will cancel the Contract in accordance with Our right to cancel under sub-Clause 11.6.3 and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice.

## 11. Cancellation

- 11.1 If you wish to cancel your Order for the Services before the Services begin, you may do so under sub-Clause 4.4.

- 11.2 Once We have begun providing the Services, you are free to cancel the Services and the Contract at any time by giving Us written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation. .
- 11.3 If any of the following occur, you may cancel the Services and the Contract within 14 days of your order date, by giving Us written notice within 14 days of your order date. If We have not yet provided services, 100% of the fees paid will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation. If We have provided Services within 14 days of your order a 50% refund of the fee paid will from any refund due to you. No refunds will be given if the order is cancelled 15 days or more from the date the order was placed. If you cancel because of Our breach under sub-Clause 11.3.1, a full refund will be made. You will not be required to give any written notice in these circumstances:
  - 11.3.1 We have breached the Contract in any material way and have failed to remedy that breach within 2 weeks of you asking Us to do so in writing; or
  - 11.3.2 We enter into liquidation or have an administrator or receiver appointed over Our assets; or
  - 11.3.3 We are unable to provide the Services due to an event outside of Our control (as under sub-Clause 10.2.4); or
  - 11.3.4 We change these Terms and Conditions to your material disadvantage.
- 11.4 We may cancel your Order for the Services before the Services begin under sub-Clause 4.5.
- 11.5 Once We have begun providing the Services, We may cancel the Services and the Contract at any time by giving you 24 hours written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice.
- 11.6 If any of the following occur, We may cancel the Services and the Contract immediately by giving you written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice
  - 11.6.1 You have breached the Contract in any material way and have failed to remedy that breach within 24 hours of Us asking you to do so in writing; or
  - 11.6.2 We are unable to provide the Services due to an event outside of Our control (for a period longer than that in sub-Clause 10.2.5).
- 11.7 For the purposes of this Clause 12 (and in particular, sub-Clauses 11.3.1 and 11.6.2) a breach of the Contract will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party (i.e. you under sub-Clause 12.3.1 and Us under sub-Clause 11.6.2). In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

## 12. **Communication and Contact Details**

- 12.1 If you wish to contact Us, you may do so by telephone at 01604744100 or by email at [info@workingtransitions.com](mailto:info@workingtransitions.com).
- 12.2 In certain circumstances you must contact Us in writing (when cancelling an Order, for example, or exercising your right to cancel the Services). When contacting Us in writing you may use the following methods:
  - 12.2.1 Contact Us by email at [info@workingtransitions.com](mailto:info@workingtransitions.com); or

## 13. **Complaints and Feedback**

- 13.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 13.2 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:
  - 13.2.1 In writing, addressed to Operations Manager, Working Transitions Limited, Queenswood Office Park, Alexandra House, Newport Pagnell Road West, Northampton, NN4 7JJ
  - 13.2.2 By email, addressed to [info@workingtransitions.com](mailto:info@workingtransitions.com) at
  - 13.2.3 By contacting Us by telephone on 01604744100

**14. How We Use Your Personal Information (Data Protection)**

- 14.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and your rights under the GDPR.
- 14.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available from [www.workingtransitions.com](http://www.workingtransitions.com).

**15. Other Important Terms**

- 15.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 15.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 15.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 15.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 15.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

**16. Governing Law and Jurisdiction**

- 16.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England.
- 16.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 16.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 16.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.