

2SB MANAGEMENT SYSTEMS - TERMS OF SERVICE

Thank you for choosing 2SB Management Systems. Please read these terms of service carefully and print a copy for your reference, as they govern the relationship between you and 2SB Management Systems.

- 1. DEFINITIONS** *(unless the context requires otherwise, the following words and expressions shall take on the following meaning. The singular shall include the plural and vice versa. Any reference to one gender shall also include the other)*

“2SB Management Systems”	is the trading name of Supporting Sustainable Business Ltd - a company registered in the UK under company number 05893072, and whose registered office is at Scrases Rectory Lane, Barming, Kent ME16 9NE. Unless expressly mentioned otherwise, 2SB Management Systems shall hereinafter also be known as “us”, “our”, or “we”, and shall include our employees, agents, and sub-contractors or consultants.
“business day”	shall refer to any day other than Saturday, Sunday or public holidays in England.
“client”	shall refer to the body, business (corporate or natural personal) specified as the client in the service particulars. The client shall be responsible for paying our invoices.
“confidential information”	shall include but will not be limited to either party’s ideas, business methods, prices, accounts, finance, marketing, research, development, manpower, plans, processes, market opportunities, sales statistics, intentions, intellectual property rights, design rights, product information, customer, client or supplier lists or details, staff details, trade secrets, computer systems and software, and other matters connected with business operations to include additional information marked or communicated by the other party as ‘confidential’ to the extent that such information is not already in the public domain.
“deliverables”	shall be as set out under the clause heading titled the same in the service particulars.
“engagement documents”	shall collectively refer to these terms of service, our privacy policy, and the service particulars.
“in writing”	shall refer to any writing in a durable and lasting form, including electronic text or email, served on the other party.

<p>“intellectual property rights”</p>	<p>shall include any copyright, patents, design rights, trademarks, business names, confidential information (to include know-how and trade secrets) domain names, computer software and database rights, trade dress and other rights in get up and good will, including all application, renewal, and extension rights and the rights to sue for pass off - which subsists now or in the future, and in any part of the world.</p>
<p>“our contact details”</p>	<p>for our Kent office: Scrases Rectory Lane Barming, Maidstone, Kent ME16 9NE</p> <p>for our London office: 12 Rosebery Avenue London EC1R 4TD</p> <p>Our telephone number is: 01622 721684 (within the hours of 9:00am to 5:00pm Monday to Friday on business days)</p> <p>Our email address is: info@2sb.co.uk</p> <p>https://www.2sb.co.uk/contact-us Unless mentioned otherwise throughout these terms, we may be contacted using any of the above methods.</p>
<p>“our services”</p>	<p>shall refer to all services carried out under these terms and the service particulars.</p>
<p>“parties”</p>	<p>shall refer to you and 2SB Management Systems, or as otherwise mentioned throughout these terms.</p>
<p>“privacy policy”</p>	<p>shall refer to the document that accompanied these terms and the service particulars, or as found on our website at https://www.2sb.co.uk/privacy-policy.</p>
<p>“service particulars”</p>	<p>shall refer to the document that accompanied these terms, setting out: Your details as our client; The particulars of the package of services; The deliverables; The duration of the services;</p>

	The fees and expenses.
“termination”	shall be as defined in clause 8.
“terms of service”	unless clearly identified as anything different, shall refer to this entire document, which may also be identified as “these terms” and become binding upon the parties in line with clause 2.1, and shall supersede any prior agreements or understanding.
“you” and “your”	shall be interpreted as having the same meaning as “client”.
“your premises”	shall refer to any site, building or location we are required to attend in carrying out any part of the services, and shall be further defined under the ‘service particulars’.

2. ACCEPTANCE

- 2.1. By confirming your express agreement in writing to the engagement documents, or by continuing to engage our services after your receipt of the same, you are agreeing to be bound by them, and that, if you are an individual, you are at least 18 years of age.
- 2.2. These terms of service were last updated on 27 October 2020, and from time to time these terms and our privacy policy may be updated or amended again at our sole discretion. Subject to essential changes in line with legal and regulatory requirements, the terms you agree to when you agree to service particulars will apply to you up to completion of those service particulars. If new terms have been implemented through the duration of services, then such updated terms will be made available to you and will only take affect after completion of existing services, as set out in those service particulars, or upon the start of new service particulars.
- 2.3. It is your responsibility to check our terms of service and privacy policy thoroughly each time you agree to service particulars. We will take your agreement to any service particulars as your acceptance of the engagement documents.
- 2.4. Any reference to a statute or statutory provision, including subordinate legislation, shall be as amended or re-enacted from time to time.
- 2.5. Any list preceded with “include”, “including”, “in particular”, or “for example”, or of a similar expression, shall not be exhaustive or limit the interpretation of the words, phrases, terms, or description.
- 2.6. We agree to provide the services with all reasonable care, skill and judgement, and in a timely manner in line with dates in the service particulars.

- 2.7. Both parties agree to not, at any time, use, divulge, copy, or commercially exploit in any way, or allow any other body (corporation or natural) to do the same, except as defined by the other or these terms, any confidential information which is not already in the public domain. If a party wishes to disclose any confidential information for performance of these terms or otherwise, such disclosing party must make it clear what confidential information they wish to disclose, and seek consent in writing from the other party. The other party will respond in a timely manner, and will not unreasonably withhold consent of disclosure. The disclosing party must impose the same level of confidentiality obligations in these terms on any third party receiving confidential information.
- 2.8. Although we may use consultant advisors within 2SB to assist us in providing you with services, if it becomes necessary to bring in third party advisors not associated with 2SB, we will not be subject to any contracts with those third party advisors. All such contracts must be made between you and those third parties directly.

3. COMMUNICATION

- 3.1. Communication will be in person at your premises or via phone, video or emails, so we ask that you frequently check your 'junk' email folder in case any emails relating to the services have been mistakenly identified as 'junk' by your email server. It is your responsibility to respond to emails and other correspondence in a timely manner.
- 3.2. Some correspondence may contain important and sensitive information. You must endeavour to ensure you can securely sign in to your emails and phone, and authenticate yourself with any other method of communication through any necessary security measures to prevent any fraud or breach of confidentiality on your part, as we shall do the same on ours.
- 3.3. Should any fraud occur to impersonate you in any way, you shall become liable to honour any agreements, including these terms and the service particulars, and settle any debts as a result.
- 3.4. We will send invoices to you via email, unless we expressly agree with you otherwise. Please refer to clause 4 'PAYMENT OF FEES' for more information.

4. PAYMENT OF FEES

- 4.1. You hereby endeavour to pay all monies becoming due to us for our fees as set out in the service particulars, these terms, and any ancillary agreements in writing as agreed between the parties to relate to these terms.
- 4.2. You shall also reimburse us of any expenses set out in the service particulars, or otherwise agreed in writing to be, incurred in the provision of services

- 4.3. Requests for payment will be made in the service particulars or invoices, which are normally submitted at the end of each month.
- 4.4. Payments must be made within 30 days of a request, and without any set-off, counterclaim, deduction or withholding (to the extent it is not required by tax law)
- 4.5. All amounts payable for our fees are exclusive of value added tax (VAT) which is in addition to our fees. Upon receipt of a valid VAT invoice, you agree to also pay any VAT charges.
- 4.6. Any payments can be made to us via BACS or Faster Payments bank transfer, but we do not accept payments in cash, and only in some circumstances will we accept cheques, but you must discuss this with us in advance.
- 4.7. Our bank details are:
Supporting Sustainable Business Limited
Sort: 40-31-06
Acc: 62181622
- 4.8. Please note that our bank details above will not change during the course of services. If they appear to, or if you are ever suspicious of any requests for payment for any other reason, then you must contact director Chris Passmore by phone using our contact details and by entering our phone number manually, as appose to simply returning a call from a suspicious payment request from the same number, as fraudsters can use 'number spoofing' to make their call appear legitimate. Chris will be able to provide you with confirmation of whether or not the payment request was valid and sent by us.
- 4.9. For any payments from you that we do not require up front, we reserve the right to class such other payments as late beyond 14 days of non-payment. Such late payments will incur interest on late commercial payments, which will be as follows:
 - a) An interest charge of 8% over the bank of England's base rate, which shall accrue daily until such payments are made in full, and;
 - b) A fixed fee of £40 for debts up to £999.99, or £70 for debts between £1,000 and £9,999.99, or £100 for debts above £10,000, and;
 - c) Any costs incurred by us in recovering the debt.
- 4.10. You hereby agree to waive your rights of confidentiality in respect of your name, address, and any other details relating to unpaid debts for the purposes of debt collection.
- 4.11. Further to clause 4.9 and 4.10, and without prejudice to any of our other rights or remedies, we shall hold a general and particular lien (a right to retain documents or other items) over any of your property coming into our possession or under our control as security for all amounts and liabilities whatever sort, due or becoming due, to us from you. The lien may be enforced by sale of any sort, and should we permit

you to borrow such property held by us in a lien, you must return it to us immediately upon our request.

5. CHANGE OF INSTRUCTIONS

- 5.1. Should your circumstances or instructions change in any way as to affect the agreed fees or duration in your service particulars, or you later reveal information which you should have disclosed when prompted by us prior to drafting your service particulars, then we will notify you of such changes, together with an amended service particulars, which you must agree to, in writing, before such changes can be implemented. Alternatively, if the change means that the services cannot be completed as originally intended, you will still become liable to pay us the remainder of the fees in your last service particulars.

6. YOUR OBLIGATIONS AS A CLIENT

- 6.1. In conjunction with all other obligations imposed on you by these terms, you hereby agree that you will:
- i. Accurately inform us of all company requirements in clause 3;
 - ii. Review and respond to deliverables, including raising any issues you may have, within 10 working days from receipt;
 - iii. Provide all necessary equipment and facilities at no cost when services are carried out at your premises;
 - iv. Co-operate and provide us with all information in a timely manner that we require as set out in the service particulars, or otherwise require;
 - v. Ensure information given to us is true, accurate, and not misleading in any way;
 - vi. Information, including any personal data, is kept up to date by informing us of any such changes;
 - vii. Hold all necessary insurance to indemnify us of any loss, on or off your premises;
 - viii. Instructions are accurate and made clear to us in a timely manner;
 - ix. Documents are safeguarded and produced to us in a timely manner;
 - x. Not introduce any malware, including but not limited to, viruses, worms, trojans, and logic bombs, to our website or software, or;
 - xi. Not attempt to gain unauthorised access to our website or software builder, server, or database.

7. OUR OBLIGATIONS TO YOU

- 7.1. In addition to all other obligations throughout these terms, we hereby agree to:
- i. Provide services in line with the engagement documents;
 - ii. Comply with our privacy policy in the handling of any personal data of your customers, or other data subjects we come into contact with in connection to

- you, and to also provide our agreement with your reasonable business or company data processing agreements;
- iii. Hold all necessary licences, consents, and permissions necessary for the performance of services;
 - iv. Inform you if your requirements may incur additional costs over and above those set out in the particulars of service as soon as practicably possible;
 - v. Keep you regularly updated on the timescale and progression of deliverables;
 - vi. Not to do anything which vitiates or makes void or voidable any of your insurance policies, or cause monies otherwise payable under such policies to be irrecoverable, refused, or withheld, together with increased premiums or loading to be payable in respect of such policies;
 - vii. Carry out your instructions only in your best interests, subject to these terms;
 - viii. Comply with all other obligations imposed on us in these terms and the service particulars;
 - ix. Extend to you and your customers all professional courtesy in any dealings or communications at all times;
 - x. Inform you when services have been completed;
 - xi. Not purport to anybody that any part of the engagement documents forms a relationship of employee, employer, principal/agent, partnership, or anything other than an independent contractor providing consultancy services, and to indemnify and hold harmless against any employment or other claim relating to any other relationship that these terms do not intend to create;
 - xii. We are not in breach of any legal obligations to third parties in providing you with the services.
 - xiii. Rectify any fault in our services reported by you either within 28 days from the date the fault was reported, or as agreed with you in writing.

8. TERMINATION

- 8.1. Please note that once you provide your agreement to the engagement documents, as a business you have no statutory cancellation rights under consumer laws.
- 8.2. Either party may terminate these terms and the service particulars by giving no less than 30 days' notice in writing of their decision to terminate.
- 8.3. Any fees and services accruing up to the date of termination will be calculated (pro rata if necessary) and provided in line with the service particulars.
- 8.4. Either party may terminate these terms with immediate effect if the other party:
 - a) Commits a material breach of these terms, and to the extent that the breach is remediable, fails to remedy the breach within 30 days of the party being notified of their breach;
 - b) Proceeds to enter administration, liquidation, winding up procedures, or have a receiver appointed over any of its assets. (The above shall exclude solvent restructuring);

- c) Is an individual or a sole director and dies;
- d) Is an individual or a sole director, and through illness or other incapacity, becomes incapable of managing their affairs;
- e) Ceases or threatens to cease to trade;
- f) Has any other material reason to believe that the other party is incapable of performing their obligations under these terms;
- g) Is prevented from performing their obligations by way of clause 9.7 for more than 30 days.

8.5. Pursuant to all other termination clauses, such party who terminates these terms shall have no liability to the other in respect of such termination. However, both parties' rights and remedies that have accrued up to termination shall not be affected.

9. LIMITATION OF LIABILITY

- 9.1. We maintain professional indemnity insurance to cover our breach of these terms up to £1 million in the UK. Our provider is Hiscox Underwriting Ltd.
- 9.2. You accept that whilst we will use our best endeavours to achieve the deliverables in your service particulars, it is not in our power to award any relevant certification, and we make no guarantee that you will pass any associated third party assessment, audit or examination.
- 9.3. Whilst we cannot guarantee your continued use of our website or any such software mentioned in clause 10.1, we will endeavour to provide suitable alternatives.
- 9.4. You hereby agree that, irrespective of the nature, gravity, and consequential loss of any breach by us of these terms, including misrepresentation, the amount of compensation in full and final settlement of any such breach will be limited to a sum not exceeding the fees paid or re-performance of the services in question to a value not exceeding the fees paid.
- 9.5. Further to clause 3.2, whilst all parties must take all necessary steps in ensuring their methods of communication are secure, with particular reference to email communication, you acknowledge and accept the inherent risks of delayed transmission, incompatibility, fraud, and viruses. No party shall be liable to the other, except in contravention of clause 3.2 for any loss caused in relation to their methods of communication.
- 9.6. Whilst all professional care and accuracy is taken in the provision of services, we cannot offer any guarantees or warranties, either express or implied, that the services will make any customer or other third party respond in any particular way, or that the deliverables are completely free from minor mistakes or omissions.

- 9.7. Unless expressly set out in these terms, all conditions, warranties and obligations which may be implied or incorporated into these terms by statute, common law, or otherwise, and any liabilities arising from them, are hereby expressly excluded to the extent permitted by law.
- 9.8. Nothing in these terms of service limits or excludes liability of any party for death or personal injury caused by negligence, fraud, or wilful misconduct by the other party.
- 9.9. Subject to clause 8.4 g), either party shall only be liable to the other to notify them, within a reasonable time, of a force majeure event, which prevents or delays their performance of any of their obligations under this Contract for as long as the event continues, and shall not be liable to the other party for performance of their obligations under these terms within that time. A force majeure event shall include:
- a) Strikes, lockouts or other industrial action;
 - b) Terrorism, civil commotion, riot, invasion, war, threat or preparation for war;
 - c) Fire, explosion, storm, flood, drought, earthquake, subsidence, pandemic, epidemic, bad weather or other natural physical disaster;
 - d) Political interference with the normal operations.

10. INTELLECTUAL PROPERTY

- 10.1. We only grant non-exclusive access to 'Airtable' and other such software of ours for the sole purpose of you accessing any such systems and assessment criteria as part of the provision of services. Termination of these terms strictly prohibits your continued access of any such software, which shall remain the property of 2SB.
- 10.2. Software in clause 10.1 and associated source codes, together with our name and branding, any written implementation methods, slogans, letterheads, the logo of 2SB Management Systems and our other graphics, is our intellectual property, and as such, is the exclusive worldwide property of Supporting Sustainable Business Ltd, as is the content and layout of the website and social media channel content. Supporting Sustainable Business Ltd owns all worldwide rights in connection to such intellectual property.
- 10.3. You shall use all reasonable endeavours to prevent any infringement of our intellectual property rights, and shall promptly report to us any such infringement that comes to your attention.
- 10.4. If you are in any doubt as to the authorisation of use of any intellectual property whatsoever, then you must contact us immediately for further clarification.
- 10.5. Nothing in these terms shall give rise to create any intellectual property rights in 2SB Management Systems or goodwill associated therein whatsoever to anybody but Supporting Sustainable Business Ltd, worldwide.

11. GENERAL

- 11.1. The engagement documents form the entire agreement between you and 2SB Management Systems, and supersedes any prior agreement, understanding or arrangement between you and Supporting Sustainable Business Ltd, whether made verbally or in writing.
- 11.2. These terms of service are meant to be read as a whole document. Each clause heading and subheading is merely there for guidance and shall not affect the interpretation of these terms.
- 11.3. In addition to all other rights and obligations naturally surviving in perpetuity, anything relating to the following parts shall survive the termination or expiration of these terms:
 - a) Privacy policy;
 - b) Termination;
 - c) Limitation of liability;
 - d) Intellectual property;
 - e) Governing law;
 - f) Third party rights.
- 11.4. We reserve the right to transfer and/or assign our rights and obligations under these terms by way of novation through any future merger or acquisition, or anything else. You hereby agree to any future novation providing it will in no way affect your rights and obligations under these terms during provision of the services.
- 11.5. These terms of service shall create no third party rights, authority, benefits, or enforceability, including any implied by the Contracts (Rights of Third Parties) Act 1999.
- 11.6. If any part of these terms remains to be enforced, this does not preclude any party from enforcing that part at a later date and should never be interpreted as a waiver in any way or to mean that any other part of these terms will not be enforced.
- 11.7. If any part of these terms is found to be unlawful, illegal, invalid or unenforceable, these terms will be read to the severance of those parts, unless doing so would substantially frustrate the purpose of these terms and create liabilities detrimental to 2SB Management Systems. In which case, these terms of service, in their entirety but subject to clause 11.3, shall be terminated without giving any rise to further liabilities.
- 11.8. Any waiver, side agreement, or annexation to these terms must be affected and agreed to in writing by the parties to clearly relate to these terms.
- 11.9. These terms are governed by the exclusive jurisdiction of the courts of England and Wales.