

## TERMS AND CONDITIONS

### SERVICES FOR INDIVIDUALS

#### Introduction

1. Bentley Talent Consultancy provides services for both businesses and individuals. These Services differ in their nature and in their terms and conditions. For absolute clarity to the customer, the following Terms and Conditions relate to Services offered by Bentley Talent Consultancy for Individuals as described, but not limited in this description, on our website ([www.bentleytalent.co.uk](http://www.bentleytalent.co.uk)). If you are unsure if the following Terms and Conditions apply to your Service, you can confirm this by contacting us at [info@bentleytalent.co.uk](mailto:info@bentleytalent.co.uk).

#### Application and Entire Agreement

2. These Terms and Conditions apply to the provision of the individual services, personal development planning, CV writing, interview preparation, professional career coaching, detailed on our website (Services) by James Bentley trading as Bentley Talent Consultancy (we or us or Service Provider) to the person buying the services (you or the Individual or Customer).
3. You are deemed to have accepted these Terms and Conditions by accessing and using our Services and these Terms and Conditions.
4. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

#### Interpretation

5. A "business day" means any day other than a Saturday, Sunday or bank holiday in England and Wales.
6. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
7. Words imparting the singular number shall include the plural and vice-versa.

#### Services

8. We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the quotation, including any specification in all material respects. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
9. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performance of our obligations.
10. When required, you are responsible for reviewing and approving draft and final versions of any product provided as part of a Service for accuracy, completeness, and satisfaction.
11. You are responsible for informing us of any changes to information or corrections required to any product supplied as part of a Service.
12. All of these Terms and Conditions apply to the supply of any goods as well as Services unless we specify otherwise.

#### Your Obligations

13. You must obtain any permissions, consents, licences or otherwise that we need and must give us with access to any and all relevant information, materials, properties and any other matters which we need to provide the Services.
14. If you do not comply with clause 10, we can terminate the Services.
15. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section

#### Fees

16. The fees (Fees) for the Services are set out in the quotation and are on a time and materials basis.
17. The Fees are inclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

**Cancellation and Amendment**

18. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Services have not started, within a period of 14 days from the date of the quotation, (unless the quotation has been withdrawn).
19. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.
20. If you want to amend any details of the Services you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be required to be paid.
21. If work on the agreed Service has already commenced, cancellation refunds can not be offered.
22. If, due to circumstances beyond our control, including those set out in the clause below (Circumstances beyond a party's control), we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

**Payment**

23. Full payment is required before Services will begin unless an alternative payment schedule has been agreed in writing.
24. Receipts for payment will be issued by us only at your request.
25. All payments must be made in British Pounds unless otherwise agreed in writing between us.
26. Payments for individual Services can be made via PayPal.

**Termination**

27. We can terminate the provision of the Services immediately if you:
  - a. commit a material breach of your obligations under these Terms and Conditions; or
  - b. fail to make pay any amount due under the Contract on the due date for payment.

**Intellectual Property**

28. We reserve all copyright and any other intellectual property rights which may subsist in any products or goods supplied in connection with the provision of the Services until any final versions of products or goods are released to you at the conclusion of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.
29. You grant us a license to use, modify, and incorporate the information you provide for the purpose of delivering our Services.

**Liability and Indemnity**

30. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this section.
31. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:
  - a. any indirect, special or consequential loss, damage, costs, or expenses or;
  - b. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or
  - c. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
  - d. any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
  - e. any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.
32. We do not guarantee that our Services will result in job interviews, employment offers, or any other desired outcome.

**Data Protection**

33. When supplying the Services to the Customer, the Service Provider may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Customer.
34. The parties agree that where such processing of personal data takes place, the Customer shall be the 'data controller' and the Service Provider shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time.
35. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.
36. The Service Provider shall only Process Personal Data to the extent reasonably required to enable it to supply the Services as mentioned in these Terms and Conditions or as requested by and agreed with the Customer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.

37. The Service Provider shall not disclose Personal Data to any third parties other than employees, directors, agents, sub-contractors or advisors on a strict 'need-to-know' basis and only under the same (or more extensive) conditions as set out in these Terms and Conditions or to the extent required by applicable legislation and/or regulations.
38. The Service Provider shall implement and maintain technical and organisational measures as are required to protect Personal Data Processed by the Service Provider on behalf of the Customer.
39. Further information about the Service Provides approach to data protection are specified in its Data Protection Policy, which can be found at [www.bentleytalent.co.uk](http://www.bentleytalent.co.uk). For any or complaints regarding data privacy, you can email: [info@bentleytalent.co.uk](mailto:info@bentleytalent.co.uk).

#### **Circumstances Beyond a Party's Control**

40. Neither of us is liable for any failure or delay in performing our obligations 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: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

#### **Communications**

41. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
42. Notices shall be deemed to have been duly given:
  - a. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
  - b. when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
  - c. on the fifth business day following mailing, if mailed by national ordinary mail; or
  - d. on the tenth business day following mailing, if mailed by airmail.
43. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

#### **Amendments to Terms and Conditions**

44. We reserve the right, at our discretion, to modify or replace these Terms and Conditions at any time. Any changes will be effective immediately upon posting to our website or direct communication to you.
45. Your continued use of our Services after any changes to these Terms and Conditions constitutes your acceptance of those changes.

#### **No Waiver**

46. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

#### **Severance**

47. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

#### **Law and Jurisdiction**

48. These Terms and Conditions shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Terms and Conditions (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

