

## **Terms and Conditions**

### **Red Rose Business Academy and Accounting Limited**

**March 2023**

These are the Terms and Conditions of Red Rose Business Academy and Accounting Limited (Registered Number 14256751), registered office 37 Laureston Avenue, Heysham, Morecambe LA3 2LU (hereinafter called Red Rose).

#### **1. General**

- a. These Terms and Conditions apply to the provision of accounting and business training (the Training) by Red Rose
- b. The 'Client' is the person or business who has entered a Contract with Red Rose to undergo the Training.
- c. The 'Contract' with the Client will be the legal agreement between Red Rose and the Client for the provision of the Training.
- d. The 'Charge' - is the sum payable for the Training and payable by Stripe and PayPal.
- e. 'Day' excludes Saturday, Sunday, and UK Bank Holidays
- f. 'Website' - the current website of Red Rose.
- g. It is assumed that all Clients attending Training are doing so in the course of a business unless they inform Red Rose otherwise.
- h. These Terms and Conditions will represent the whole of the terms between Red Rose and the Client. Any changes to these must be agreed upon in writing by Red Rose.

#### **2. The Training**

- a. The Training will take place online on Zoom and cover a range of individual subjects.
- b. The Training will be delivered in modules and in courses.
- c. Details of the modules and courses and the topics covered will be set out on the Website. If the Client has any questions about the scope of any module or course, they must ask Red Rose before enrolling on the Training.
- d. The modules will be two hours in length or unless stated otherwise.
- e. The courses will be delivered over two days for usually five hours each day.
- f. If a Client requires individual training on the use of the accounting software offered by Red Rose they must arrange this directly with Red Rose.

#### **3. The Client**

- a. The Client must accept that Red Rose are providing information only and providing guidance on its use. They are not in any way acting as the accountant for the Client or providing any accountancy or other advice.
- b. Red Rose does not accept any duty of care or responsibility to any person other than the Client. Any third parties who rely on the Training or any results of the Training shall do so entirely at their own risk.

- c. For most courses the Client must be able to operate basic Excel.

#### **4. The Modules and Courses**

- a. Unless stated otherwise each module and course will be attended by a group of attendees and will have a minimum number required for the module or course to proceed.
- b. The modules and course will be fact based to assist the Client. Red Rose will not be providing any accounting or other business advice specific to the Client and their business.
- c. Different modules and courses are for different levels and types of business as the requirement for sole traders and companies are different as they are at different stages of a business. If a Client is unsure if a particular Training is relevant to their business, they must ask Red Rose before enrolling.

#### **5. Conflicts of Interest**

- a. If there is a conflict of interest between a Client and another attendee at a Training, they must inform Red Rose.
- b. No financial data or confidential matters for a business will be discussed at a Training and it is for the Client to disclose what information they provide to the other attendees.
- c. If any such conflicts cannot be managed in a manner that protects a Client's interest, they will be informed, and Red Rose will no longer be able to provide Services to them.
- d. Red Rose reserves the right to deliver Training to other Clients whose interests might compete with those of the Client or be averse to them.

#### **6. Electronic and Other Communication**

- a. Red Rose will communicate with any Client by email or other electronic means and the recipient must take steps to virus check all emails and attachments.
- b. Red Rose cannot guarantee total security for electronic communication.
- c. Red Rose will not accept any liability for problems or accidental errors arising from electronic communications.
- d. When helping the Client to access HMRC records for a Client Red Rose may have access to a range of information about the Client but will only utilise what is needed to provide the Training.
- e. If during the provision of the Training the Client or Red Rose are provided with any password, code, or login they must keep this secure and not disclose this to any other party.

#### **7. The Charge**

- a. The Charge will cover the time at the module or course only.
- b. If the Client requires personal advice and guidance over and above that provided in the Module they must engage the services of AMP Accounting or another accountancy firm and pay the appropriate fees for such advice
- c. If any Charge is not paid as agreed and remains unpaid for 30 days, then interest at 8% per annum over base rate will be payable along with the standard debt collection fees.
- d. No Training will be provided whilst any sums remain unpaid.

## **8. Cloud Accounting**

- a. Training will be provided on certain modules and courses on Xero and Free Agent accounting systems. Other systems may be added over time.
- b. If a Client already uses a different Cloud Accounting package this must be discussed with Red Rose to see if they can assist in any way.

## **9. Confidentiality**

- a. Red Rose and the Client will keep all personal and business information confidential. All information that passes is considered confidential unless already in the public domain.
- b. The right to confidentiality will continue and not end when the Training has ended.
- c. The Client may acquire information about other attendees and their business through attending the Training. The Client will keep all such information strictly confidential and not disclose it to any third party or otherwise.
- d. Red Rose may engage third parties to provide the Training and Client information will be passed to them as far as needed to complete the services. Such third parties will be required to comply with all confidentiality terms.
- e. Red Rose may be required to disclose confidential information for the purposes as set out in the current Privacy Notice. Otherwise, neither party will disclose any information without the consent of the other party.

## **10. Intellectual Property**

- a. All copyright, trademarks and all other intellectual property rights in any Training materials, digital content, documentation, logo, plans and other written materials (the Materials) shall remain always vested in Red Rose. Any attempt to copy any Materials, or reproduce, transmit, publish, display exploit, or create derivative items shall render the Client liable for damages.
- b. Upon payment in full of the Charge Red Rose will grant the Client an indefinite licence to use any Materials for the Clients' own business
- c. If the Materials supplied by Red Rose are used by a third party for any purpose or not for the benefit of the Client's business, the Client will be liable to Red Rose for damages and any legal costs. They must take appropriate steps to ensure such use ceases immediately.
- d. If the Client wishes to use the content of the Materials in a way beyond as agreed with Red Rose, it must obtain written consent from Red Rose and pay any fee requested before doing so.
- e. Any licence given by Red Rose to the Client will automatically terminate should the Client be discovered using the Materials supplied in breach of these Terms and Conditions.

## **11. GDPR and Data Protection**

- a. Red Rose will comply with the General Data Protection Regulation (UK GDPR) and all other applicable Data Protection legislation. They will provide a copy of their Privacy Notice on their Website and is available upon request.

- b. Red Rose will only process data to the extent required to enable them to provide the Training and as necessary to comply with its legal obligations.
- c. Red Rose may contact the Client with details of similar services and offers in the future, as allowed by UK GDPR. The Client will always be able to ask not to receive such communications.
- d. Red Rose may video or take photos of the Training for their records and marketing purposes. However Red Rose will not show any faces of any Client on the Training without the written consent of that person.

## **12. Liability**

- a. Red Rose will provide the Training with reasonable care and skill.
- b. The liability of Red Rose to the Client is limited to losses, damages, costs, and expenses directly caused by negligence, fraud, or wilful default.
- c. Red Rose will not be responsible for any penalties, losses, interest, or additional tax liabilities that the Client consider have been incurred through the Training. It is the responsibility of the Client to ensure that their accounts, taxes and business matters are dealt with correctly and a suitable professional engaged where needed.
- d. If Red Rose refers the Client to another business that is engaged by the Client directly Red Rose has no responsibility for the services supplied by them to the Client.
- e. RED ROSE shall not be responsible for verifying any information that is supplied to them unless agreed otherwise in writing.
- f. Whilst Red Rose may consider and express an opinion if asked by the Client on accountancy matters, legal documents or commercial matters, they accept no liability for this. The Client must engage an accountant on accountancy matters or a lawyer before proceeding with legal documents or matters. The Client must discuss the commercial viability of a project or transaction with other suitably qualified or experienced individuals before proceeding.
- g. Nothing in these Terms shall exclude or limit liability for death or personal injury caused by the negligence of Red Rose or fraud, fraudulent misrepresentation, or any liability that cannot be limited or excluded by law.
- h. Red Rose will not be liable for any indirect or consequential loss or damage or the loss of any profit, income, savings, opportunity, corruption of data, wasted management or staff time, or damage to goodwill arising in any circumstances.
- i. The liability of Red Rose is limited to the refund of the Charge paid and nothing further.
- j. Red Rose will endeavour to provide information that is accurate at the date it is provided. However it has no responsibility or liability for notifying the Client of any event or change in the law or procedure after the date on which the Training was provided unless agreed in writing.

## **13. Force Majeure**

Should Red Rose be prevented, hindered, or delayed from performing their obligations under the Contract by circumstances outside of their control (including without limitation acts of God, flood, drought, earthquake, other natural disasters, epidemic or pandemic, a terrorist attack, war, civil commotion or riots, war, the threat of or preparation for war,

armed conflict, the imposition of sanctions, embargo or breaking off diplomatic relations, nuclear, chemical or biological contamination, any law or action by government or public authority, the collapse of buildings, fire explosion or accident, any labour dispute or strike, non-performance by suppliers or subcontractors, interruption or failure of utility service, any action or order from the government, travel restrictions) Red Rose shall be relieved from performing their obligations and will not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations.

#### **14. Indemnity**

- a. The Client will indemnify Red Rose and its agents against any claim, including negligence, arising from any unauthorised disclosure by the Client or anyone responsible to them about Red Rose or other attendees.
- b. This indemnity will extend to the cost of defending any such claim including payment at usual rates for time spent defending it.
- c. The information provided by Red Rose is for the sole use of the Client and not for use by any third party unless agreed in writing by Red Rose.
- d. No third-party has any right to enforce any contract and only a party to the Contract can enforce its terms.

#### **15. Cancellation**

- a. The Client may cancel a Training by giving at least seven days written notice and a full refund will be given of the Charge.
- b. If the Client cancels a Training by less than seven days but more than 48 hours before the Training, they will receive a refund of 80 % of the Charge paid. If the Client cancels less than 48 hours before a Training or fails to appear then no refunds will be issued.
- c. Red Rose may allow the transfer to a different date for Training subject to the circumstances and availability. However, any such request must be received at least 48 hours before the start of the original training.
- d. Red Rose can terminate the Contract immediately if it believes that the Client has acted in bad faith, committed a material breach of these terms, is believed to be insolvent, failed to cooperate with them or they have reason to believe the Client has provided Red Rose or HMRC with incorrect, incomplete, or misleading information.
- e. RED ROSE may terminate the Contract or suspend the Services if the Client fails to pay any Invoice by the due date.
- f. Termination of the Contract will not affect any rights that had accrued before the termination.

#### **16. Complaints**

- a. Red Rose is committed to providing an efficient and effective service to all Clients. If a Client should feel the Training was unsatisfactory, they will take all reasonable steps to rectify the situation. Every issue will be promptly and carefully attended to.
- b. However, should a Client wish to complain about any aspect of the Services provided by Red Rose they should initially raise the issue with Anna Pochlaniak and put the details in writing within seven days.

- c. Anne Pochlaniak will seek to have a meeting to discuss the issue with the Client and find an acceptable resolution to the problem.

#### **17. Variation**

No variation of the Contract shall be effective unless in writing and signed by Red Rose and the Client.

#### **18. Notices**

Any notice or other communication given under or in connection with these Terms and Conditions shall be in writing and sent to the address above or provided by the Client or such other address specified for that purpose and will be delivered personally, sent by next working day tracked delivery, commercial courier or tracked email.

#### **19. Severance**

If any part of these Terms and Conditions shall be deemed unlawful, void, or for any reason is unenforceable, then that provision shall be deemed to be severable from the Terms and Conditions and shall not affect the validity and enforceability of any of the remaining provisions.

#### **20. Waiver**

The waiver by Red Rose of a breach, default, delay, or omission of any of these terms by the Client will not be construed as a waiver of any preceding or subsequent breach of the same or other provisions.

#### **21. Third-Party Rights**

Unless it expressly states otherwise, any Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

#### **22. The Law**

Any dispute or claim arising from or in connection with these Terms and Conditions shall be governed by the laws of England and Wales.

