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Subscription terms and conditions for Rowland SME Business Consulting LTD (“Terms”)

Effective from 1 February 2022

Our Terms

1. These Terms and how they apply to you.

1.1 What these terms cover. These are the terms and conditions on which we supply Services to you. The “Services” include the following through Membership packages:

- (a) matchmaking and brokerage services between Members;
- (b) access to the Grow Protect Save Online Portal (“GPS Portal”) and Resource Hub;
- (c) online credit score and publicly available information company checks;
- (d) security monitoring of email addresses;
- (e) downloadable premium content (“Content”);
- (f) webinar hosting services; and
- (g) other services we may from time to time provide through Membership packages.

You accept and acknowledge that the Content has different access levels depending on the type of Membership package you subscribe to and that the terms of your Membership are as published on www.rowlandsme.co.uk (Website) from time to time. We may update and change the Services to reflect changes to our service offering, our users’ needs and our business priorities.

1.2 Who are the Members? We are the founders, organisers, and maintainers of an online Membership community of professional, financial, and business support advisers. Membership is by our invitation only and we may decline to accept any application for Membership or revoke Membership at any time. All current and past Members are referred to in these terms as **Members**.

1.3 Why you should read them. Please read these Terms carefully before you subscribe to our Services. Your access to and use of the Services is conditional on your acceptance and compliance with these Terms. These Terms tell you who we are, how we will provide Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. **Your particular attention is drawn to Clauses 16 and 17 which limit our liability to you.** If you think that there is a mistake in these terms or they require any changes, please contact us to discuss.

1.4 Entire Agreement. These Terms and the terms of the Membership packages constitute the entire agreement between us in relation to your subscription. You acknowledge that you have not relied

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on any statement, promise, representation, assurance, or warranty made or given by or on behalf of us which is not set out in these Terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. Information about us and how to contact us.

2.1 Who we are? We are Rowland SME Business Consulting LTD a company registered in England and Wales. Our company registration number is 13348750 and our registered office is at 60 Parham Road, Worthing, West Sussex, England, BN14 0BN. References to “we”, “us” or “our” are references to Rowland SME Business Consulting LTD.

2.2 How to contact us. You can contact us by writing to us at nigel@rowlandsme.co.uk.

2.3 How we may contact you. If we must contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Membership Application.

3. Our contract with you

3.1 How we will accept your Membership Application. Our acceptance of your subscription to our Services (“**Membership Application**”) will take place when we email you to accept it, and a contract will come into existence between you and us when you activate your account and can begin using it.

3.2 If we cannot accept your Membership Application. If we decline your Membership Application, we will inform you of this in writing and will not charge you for the Services.

4. Your Account

4.1 When you create an account with us, you must provide us with your email address, name, telephone number, date of birth, your company number, registered name, and registered office.

4.2 You may not use as a username to your account, the name of any other person or entity or a username that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorisation, or any other name that is otherwise offensive, derogatory, vulgar, or obscene. You agree that we cannot be held liable for any loss or damage arising out of any breach of this clause.

4.3 You must inform us immediately of any changes to the information that you provided when registering and creating an account for use of the Services in order that we can communicate with you efficiently and effectively. You can do this by updating your account details.

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- 4.4 When you set up your account to use the Services you will need to create a password and ensure that it complies with our password security requirements as specified during the set-up process.
- 4.5 You are solely responsible for safeguarding the password and for any activities or actions under your password, whether your password is with our Services or a third-party service.
- 4.6 You must notify us immediately if you know or suspect any breach of security and/or unauthorised use of your account by contacting nigel@rowlandsme.co.uk and should log into your account and perform a password reset immediately.
- 4.7 If we suspect or have reason to suspect that there is likely to be a breach of your account security, we may require you to change your account password and we may temporarily suspend your account.

5. Introductions and referrals

- 5.1 As part of the Services, we may introduce work to our Members, and we encourage our Members to refer work to each other, but it is your responsibility to ensure that you carry out all appropriate due diligence on any prospective client referred to you and we accept no liability for any recommendations made.
- 5.2 We may charge for referrals which we make to Members. Where we introduce a prospective client or supplier to a Member (whether or not such potential clients or suppliers are Members), and that prospective client or supplier enters into one or more contracts with that Member, we will charge (and the Member shall pay to us) a commission of [20% (twenty per cent)] of the value of the fees payable under the contract(s) made between the Member and the introduced client or supplier, unless otherwise agreed by us in writing (email acceptable).
- 5.3 In consideration of the benefits of being a Member, we may charge for referrals made between Members even where we have not directly made such introductions:
 - (a) For referrals of potential clients or suppliers made between Members (whether or not such potential clients or suppliers are Members), we will charge a commission of [20% (twenty per cent)] of the value of the fees payable under the contract(s) made between the Member and the referred client or supplier following such introductions between Members, unless otherwise agreed by us in writing (email acceptable).
 - (b) Unless we agree otherwise in writing (email acceptable), any Member which receives a referral from another Member must notify us of the referral arrangement, including the value of the resulting contract(s), within 7 (seven) days of the date that each such contract is entered into.

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- 5.4** Notwithstanding the provisions of these Terms, you may be obliged to pay other referral fees in accordance with any arrangements you have with any other Member or Members, and you may be obliged to comply with any professional rules and regulations affecting referrals.
- 5.5** You may be entitled to a rebate against your Membership fees for any introduction made by you to another Member which is successfully completed in accordance with the rebate rates and arrangements applicable to your Membership and available from our Website. Rebates are paid within 30 days of receipt of written confirmation to us from the Member to whom the introduction has been made that the matter referred has completed.
- 5.6** We accept no liability whatsoever for the financial arrangements or transactions which you enter into with other Members or with third parties (such as third-party clients or suppliers).
- 5.7** We shall have no liability for ensuring payment or receipt of any monies payable under any contracts which result from referrals by us or by other Members.
- 5.8** Where any referral fees are payable to us by a Member in accordance with this clause 5:
- (a) Such referral fees:
- i. are calculated by reference to each payment that is paid or payable under any contract which results from a referral, and are payable to us within 7 days from the time that each payment is paid under such contracts;
 - ii. are exclusive of value added tax or other applicable sales tax, which shall be added to the sum in question; and
 - iii. shall be paid in full without any deductions (including deductions in respect of items such as income, corporation, or other taxes, charges and/or duties) except where the Member is required by law to deduct withholding tax from sums payable to us. If the Member is required by law to deduct withholding tax, then the Member and us shall co-operate in all respects and take all reasonable steps necessary to lawfully avoid making such deductions or enable us to obtain a tax credit in respect of the amount withheld.

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- (b) If a Member fails to pay any referral fees to us when due by the due date for payment, then the Member shall pay interest on the overdue amount in accordance with clause 15.5.
- (c) Members are responsible for ensuring full payment of, or receipt of, the monies payable under each contract which results from a referral. Any referral fees payable to us shall not entitle the Member to reduce the value of the fees paid to, or received from, the referred client or supplier.
- (d) We shall have no liability to any Member or to any third party if, following payment of the referral fees to us in accordance with this clause 5, there is a shortfall in the value of the monies payable under a contract which is entered into as a result of a referral. Where a Member is liable for paying fees under a contract which results from a referral, the Member shall ensure full payment to the other party or parties to that contract, in addition to paying the referral fees which are payable to us.

6. Acceptable use and provision of Content

6.1 You agree that, unless permitted by these Terms or otherwise by law, you shall not in respect of the Content obtained by you:

- (a) use any part of the Content for commercial purposes without obtaining a licence to do so from us or from the licensor to us of that Content;
- (b) translate, merge, adapt, vary, alter, or modify the paper or digital copies of the Content nor permit them to be combined with, or become incorporated in, any other programs;
- (c) interfere with any other person's use or enjoyment of it;
- (d) make, transmit or store electronic copies of any materials protected by our or another person's copyright without our prior written consent other than for internal purposes only;
- (e) use it to spread any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, or otherwise objectionable material or otherwise breaching any laws;
- (f) use any script or other automated process to interfere with or manipulate the Content or the results generated from your use of it;
- (g) "crawl", "scrape" or otherwise seek to collect any data or information from the Content that may be accessed by or through use of it using any automated process (including but not LTD to bots, scrapers, and spiders); and

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- (h) Use the Content in any unlawful manner, for any unlawful purposes or in any manner that may otherwise violate these Terms.

6.2 Where you agree to share or submit your own original text, photographs, graphics, audio or video content or other material (**Contributed Content**):

- (a) you warrant that the Contributed Content belongs to you or your licensors and that you have the right to share or submit the Contributed Content to us;
- (b) you warrant that the Contributed Content is not illegal or unlawful in any way and has not been the subject of any actual or threatened court or other legal proceedings. You confirm that the Contributed Content is not defamatory and does not infringe anyone else's rights (including privacy rights);
- (c) you warrant that you have the consent of anyone who is identifiable in any Contributed Content or the consent of their parent/guardian if they are under the age of 16;
- (d) you agree to grant us a licence to use such Contributed Content in any way that we may reasonably decide, in any form or media without any time limit and throughout the world (including, but not LTD to, on our Website and on our GPS Portal). You also agree that we may grant further licences to other parties (including, but not LTD to, other Members) to use the Contributed Content on similar terms;
- (e) you acknowledge that we will have the right to take legal action against anyone who infringes the above rights; however, we will not be obliged to do so.
- (f) you will be liable to us and indemnify us for any breach of your warranties above. This means you will be responsible for any loss or damage we suffer because of your breach of warranty;
- (g) we have the right to disclose your identity to any third party who is claiming that any Contributed Content posted or uploaded by you to our Website constitutes a violation of their intellectual property rights, or of their right to privacy;
- (h) we have the right to remove any Contributed Content from our Website or GPS Portal if, in our opinion, your Contributed Content does not comply with the standards we may implement from time to time;
- (i) we reserve the right to cut, crop, edit or otherwise modify the Contributed Content in any way for editorial and operational reasons. We also reserve the right, without any liability to you, to remove any Contributed Content if we believe or are notified that any Contributed Content does not comply with these Terms or domestic law.
- (j) we do not guarantee that we will use any Contributed Content or that any of the parties that we have licenced to use any Contributed Content will publish it.

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7. Intellectual Property

- 7.1** The Services and any original Content, intellectual property, features, and functionality created by or licenced to us remains our exclusive property or the licensor to us of that Content. Your use of the Content grants you no rights to or interests in them.
- 7.2** The Content is protected by copyright, trademarks, data base rights and other such intellectual property rights. Except as required for your use of the Services or as otherwise permitted by law, you may not reproduce, modify, copy, or distribute or use for commercial purposes any of the code, content, or proprietary rights notices of the Services without the express written permission from the relevant rights holder.
- 7.3** Nothing in these Terms shall give you a right to use any of our trade names, trademarks, service marks, logos, domain names, or otherwise distinctive brand features.

8. Your rights to make changes.

If you wish to make a change to your Membership Subscription, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the fees of our Services or anything else which would be necessary because of your requested change and ask you to confirm whether you wish to go ahead with the change.

9. Our rights to make changes.

9.1 Minor changes to the Services. We may change the Services:

- (a) to reflect changes in relevant laws and regulatory requirements for example because of changes to financial, legal, and other professional services that our Members are Members of; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your access to our Services or Content.

9.2 More significant changes to the Services and these terms. In addition, as we informed you in the description of the Services on our Website, we may make changes to these terms or the Services but if we do so we will notify you and (if they effect the main characteristics of the Services as advised in our pre-contract information) we will seek your express agreement.

10. Providing the Services

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- 10.1 When we will provide the Services.** During the Membership Application process, we will let you know when we have accepted your Membership Application and your contract begins in accordance with clause 3.1. We will provide you with a user account and login details so that you can access the Services and Content we will provide to you.
- 10.2 We are not responsible for delays outside our control.** If our supply of the Services is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Services you have paid for but not received.
- 10.3 Reasons we may suspend the supply of Services to you.** We may have to suspend the provision of our Services to:
- (a) deal with technical problems or make minor technical changes;
 - (b) update the Services to reflect changes in relevant laws and regulatory requirements;
 - (c) make changes to the Services as requested by you or notified by us to you (see clause 9).
- 10.4 Your rights if we suspend the provision of Services.** We will contact you in advance to tell you we will be suspending supply of the Services unless the problem is urgent or an emergency. You may contact us to end the contract for the Services if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 14 consecutive days during your subscription or more than 21 days in a thirty-day period and we will suspend any ongoing Membership charge.
- 10.5 We may also suspend provision of the Services if you do not pay.** If you do not pay us for the Services when you are supposed to (see clause 15.3) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend the provision of the Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending the provision of the Services. We will not suspend the Services where you dispute the unpaid invoice (see clause 15.6). We will not charge you for the Services during the period for which they are suspended. As well as suspending the Services we can also charge you interest on your overdue payments (see clause 15.5).
- 11. Your rights to end the contract.**
- 11.1 You can always end your contract with us.** Your subscription to our Services is on a rolling monthly basis and you can upgrade, downgrade, or cancel your subscription at any time.

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11.2 Ending the contract where we are not at fault and there is no right to change your mind. The contract will not end until 1 calendar month after the day on which you contact us. We will refund any advance payment you have made for Services which will not be provided to you.

12. How to end the contract with us

12.1 Tell us you want to end the contract. To end the contract with us, please let us know online by emailing us at nigel@rowlandsme.co.uk.

12.2 How we will refund you. If you are entitled to a refund under these Terms, we will refund you the fee you paid for the Services by the method you used for payment.

12.3 When your refund will be made. We will make any refunds due to you as soon as possible but not exceeding 30 days.

13. Our rights to end the contract.

13.1 We may end the contract if you break it. We may end the contract for Services at any time by writing to you if:

(a) you do not make any payment to us when it is due, and you still do not make payment within 7 days of us reminding you that payment is due;

or

(b) If you breach these Terms or our Website terms of use which are available at www.rowlandsme.co.uk as updated from time to time.

or

(c) If you do anything which may damage the reputation or standing or any other Member or of us or which we consider to be contrary to the ethos of the GPS Membership community.

We may terminate in these circumstances with or without notice or further obligation to you.

13.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 13.1 we will refund any money you have paid in advance for Services, we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract

13.3 We may withdraw the Services. We may write to you to let you know that we are going to stop providing the Services. We will let you know at least one month in advance of our stopping the

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supply of the Services and will refund any sums you have paid in advance for Services which will not be provided.

14. If there is a problem with the Services

How to tell us about problems. If you have any questions or complaints about the Services or Content, please contact us. You can write to us at nigel@rowlandsme.co.uk or 60 Parham Road, Findon Valley, WORTHING, West Sussex, BN14 0BN.

15. Fees and payment

15.1 Where to find the fees for the Services. The fees of the Services (which exclude VAT) will be the fees indicated on the Membership Application when you register for our Services (<https://www.rowlandsme.co.uk/our-costs> and <https://gps.resourcehub.app/account/plans-and-billing/your-plan>).

15.2 What happens if we got the fee wrong? It is always possible that, despite our best efforts, some of the Services we sell may be incorrectly priced. If the fee quoted at your Membership Application date is higher than the fee stated to you, we will contact you for your instructions before we accept your Membership Application. If we accept and process your Membership Application where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, and you refuse to pay the fee difference which we notify to you, if you have paid too little, we may end the contract and refund you any sums you have paid.

15.3 When you must pay and how you must pay. Please refer to our Website for our payment options and terms which are available before you register for our Services.

15.4 Our right of set-off. You must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

15.5 We can charge interest if you pay late. If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank plc from time to time. This interest shall accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

15.6 What to do if you think an invoice is wrong. If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original

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due date.

16. Our responsibility for loss or damage suffered by you:

- 16.1** We do not make any specific warranties or guarantees in relation to the accuracy of the Content.
- 16.2** We cannot guarantee access to the Services where third party software or hardware prevents you from accessing it;
- 16.3** Any software is never totally free from bugs, glitches, and security vulnerabilities. We do not warrant that use of Services shall be secure, uninterrupted or error free or that they shall meet your specific requirements, the Services are provided “as is” and “as available”; and
- 16.4** All third party and Member data and services (including payment services, and events) you may access using our Website or GPS Portal are the sole responsibility of the person, company, or organisation from which they originated. We are not responsible to you for them.

17. Our responsibility for loss or damage suffered by you if you.

17.1 Nothing in these Terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents, or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of section 2 of the Supply of Goods and Services Act 1982.

17.2 Subject to clause 17.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed your total annual Membership fee.

18. How we may use your Personal Data

18.1 **Personal Data** means any information relating to an identified or identifiable living individual that

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is processed by us on your behalf because of, or in connection with, the provision of the Services under this agreement.

18.2 Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

18.3 We will only process Personal Data to the extent, and in such a manner, as is necessary for the provision of our Services in accordance with your written instructions. We will not process Personal Data for any other purpose or in a way that does not comply with this agreement or Data Protection Legislation.

18.4 We will maintain the confidentiality of Personal Data and will not disclose Personal Data to third parties, save for our Members who we introduce you as part of the provision of our Services, unless you or this agreement specifically authorises the disclosure, or as required by domestic law, court, or regulator.

18.5 We may only authorise a third party to process Personal Data if:

(a) we enter into a written contract with the third party that contains terms substantially the same as those set out in this agreement in relation to requiring appropriate technical and organisational data security measures, and, upon your written request, provide you with copies of the relevant excerpts from such contracts;

(b) we maintain control over all Personal Data we entrust to the third party.

19. Force majeure

19.1 For the purposes of these Terms, Force Majeure Event means an event beyond our reasonable control including without limitation epidemics or pandemics or default of Members or subcontractors.

19.2 We shall not be liable to you because of any delay or failure to perform our obligations under these Terms as a result of a Force Majeure Event. If the Force Majeure Event prevents us from providing any of the Services for more than 8 weeks, we shall have the right to terminate this contract with immediate effect by giving written notice to you.

20. Other important terms

20.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and

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we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer, you may contact us to end the contract within 30 days of us telling you about it and we will refund you any payments you have made in advance for Services not provided.

- 20.2 You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing. **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 20.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person to end the contract or make any changes to these terms.
- 20.3 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 20.4 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the Services we can still require you to make the payment at a later date.
- 20.5 No partnership.** Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between us and you or between any of the Members, or constitutes any person the agent of another, or authorises any person to make or enter into any commitments for or on behalf of any other.
- 20.5 Which laws apply to this contract.** Any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.