

Terms & Conditions

BACKGROUND:

This Website is operated by Venator Consulting International Limited under the brand name; The Business Box and we cannot provide any document templates, information or other items to you until you have agreed to the Terms and Conditions below. Please read the following Terms and Conditions carefully, and if you wish to proceed click the 'accept' button. Once accepted these Terms and Conditions will form the contract between Venator Consulting International Limited and you. You will then be asked to provide your payment card details. After payment is processed, you will be sent a login and password by email to allow you to access the Products.

1. Definitions and Interpretation

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

"Price" : means the Price paid by Users to access and use the Products

"Permitted Use" : means the use of the Products as set out in Clause 2;

"Products" : means the document templates, information and other items provided by The Business Box through this Website which are packaged folders of items, each of which is made available subject to these Terms and Conditions, individually or collectively as either The Launch Box or The Growth Box

"The Business Box" : means the brand The Business Box, which is wholly owned by Venator Consulting International Limited (references to "we", "us" and "our" should all be read as referring to The Business Box);

"User" : means any third party that accesses the Website

"Website" : means the website that you are currently using (www.thebusinessbox.com) and any sub-domains of this site unless expressly excluded by their own terms and conditions.



2. Permitted Use

Subject to the payment of the Price and subject to the restrictions in Clause 3 below you shall be granted a non-exclusive perpetual licence:

2.1 to use the Products and any of the document templates, information or other items therein for your own personal and/or business purposes;

2.2 only for the purposes of supporting the Permitted Use, to reproduce, print and make back-up copies on any computer system; and

2.3 to copy, modify, adapt, merge, translate, disassemble, or create derivative works based upon the whole or any part of the Products.

3. Exceptions and Restrictions

3.1 The Permitted Use is subject to the following exceptions and restrictions:

3.1.1 You will not sell any of the Products (or any part thereof) to third parties;

3.1.2 You will not distribute any of the document templates, information or other items contained within the Products (or any part thereof) to third parties for sale or resale (or free of charge) whether as part of a package or as a separate product;

3.1.3 You will not use the Products (or any part thereof) for any purpose which rivals or competes with The Business Box. In the event of a dispute between a User and The Business Box it shall be for The Business Box to define "rival" and/or "competing" purposes;

3.1.4 You will not rent, lease, sub-licence or loan any of the Products (or any part thereof) to third parties.

3.2 Subject to sub-Clause 3.1, you may use the Products in the course of your business to facilitate and execute the start up and growth of your business and to manage any and all relevant business affairs, which purpose may require the distribution of copies of the document templates, information or other items contained within the Products to third parties.

3.3 The restrictions in sub-Clause 3.1 are subject to the provisions of the Copyright Designs and Patents Act 1988. The Business Box waives its moral rights contained in Sections 77 – 79 of that Act.

3.4 The copyright and all other applicable intellectual property rights in the Products remain the sole property of The Business Box.

3.5 All restrictions in this Clause 3 shall apply to the Products, any and all parts thereof, and any derivative works created by you using the same.

3.6 All licences, consents and restrictions contained in these Terms and Conditions shall be limited to the normal duration of copyright in literary works as defined in the Copyright Designs and Patents Act 1988, Section 12 (the life of the author, plus 70

years).

3.7 You acknowledge that our document templates, information and other items included on our website are made available for download by you on the basis that they are not instruments or other documents prepared for you by us or our employees, associates or consultants, and it is your responsibility to ensure that you are entitled to prepare and customise our document templates as may be required by any applicable law.

4. Ownership

The Business Box shall at all times retain ownership of the Products, save for any new documents that are created and completed within the permission granted by sub-Clause 2.3 of these Terms and Conditions.

5. Prices, Payment and Purchases

5.1 All Prices appearing on this Website are exclusive of Value Added Tax. Value Added Tax shall be added to any and all sums due at the point of sale.

5.2 All transactions processed through this Website are handled by www.stripe.com.

No payment details are collected or processed by The Business Box. We do not accept responsibility for any problems you may have in making payment through www.stripe.com.

5.3 Upon the successful completion of payment, you shall have access to the Products (or the relevant part thereof as determined by your selection).

6. Products and Liability

6.1 We will use reasonable endeavours to correct in a timely manner any defect in any Product item where we are made aware of such defect.

6.2 We will not be liable for any loss of any kind including lost profits or other consequential losses arising from your use or inability to use the Products or from errors or deficiencies in any Product.

6.3 You should ensure that any Products (or part thereof) acquired from The Business Box is appropriate and complete in all respects for its intended purpose. We give no representation or warranty that such material will be fit for its intended purpose, useful to you or of satisfactory quality.

6.4. Document templates and other items are only made available by us to you as a starting point for you to prepare documents for your purposes. Before you use any item selected, you should edit and customise it as necessary to ensure that it is appropriate and complete to meet your requirements and circumstances or arrange for a suitable person to do so for you.

6.5 We are not a legal practice, and our Products are not intended to replace



legal or other professional advice. Neither we nor our employees, associates or consultants prepare any document for you or provide you with any legal or investment advice. If you need help to prepare any document, or if you need advice as to suitability of any item for any purposes or as to any changes that you do or might need to make to any Product item, then in addition to receiving an additional Guided Support session available from The Business Box, you should consult a suitably qualified legal or other professional adviser.

6.6 You acknowledge that any Products (or part thereof) purchased may, in the future, need to be amended in response to changes in the law or commercial practice. We are not responsible for advising you of any such changes or amendments.

6.7 No liability shall attach to The Business Box, our directors or officers, our employees, or retained consultants for loss or damage of any nature suffered as a result of the use of any of the Products or for any errors or omissions in the contents of any document templates, information or other items.

7. Refunds

We operate a no refund policy.

8. Changes to the Website, the Products and these Terms and Conditions

We reserve the right to change this Website, the Products and these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time you use the Website following the changes.

9. Availability of the Website and the Products

9.1 This Website and the Products are provided "as is" and on an "as available" basis. We give no warranty that the Website or the Products will be free of defects and/or faults.

9.2 We accept no liability for any disruption or non-availability of this Website resulting from any causes including, but not limited to, internet service provider equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

10. Waiver

Failure by The Business Box to enforce the performance of any provision in these Terms and Conditions shall not constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

11. Severance

In the event that one or more of the provisions of these Terms and Conditions are

found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

12. Data Protection and Privacy

12.1 We collect, hold and process all personal data in accordance with your rights and our obligations under the Data Protection Act 1998 (and, from 25 May 2018, the EU General Data Protection Regulation ("GDPR")), and we take appropriate steps to ensure that your information is protected consistent with the principles set out in the Act (after 25 May, the GDPR), any other privacy laws, these Terms and Conditions, and our Privacy Policy, whether that information is held by us or shared by us with third parties.

12.2 For full details of our collection, use, and holding of personal data, information about your legal rights as a data subject and how to exercise them, please refer to our Privacy Policy.

13. Law and Jurisdiction

These Terms and Conditions are governed by the laws of England and Wales. Any dispute relating to these Terms and Conditions shall fall within that jurisdiction.

14. Disclaimer

14.1 This Disclaimer is part of the Terms and Conditions. Venator Consulting International Limited owns various brands and licences and is a UK registered business providing business advisory, coaching and consulting services including the provision of business document templates and other items, subject to this Disclaimer and the other Terms and Conditions above.

14.2. The Business Box is not a legal practice and nothing on this website constitutes legal or other advice.

14.3. The Business Box takes reasonable steps to ensure that the information contained on this Website is accurate and up to date.

14.4. The Business Box may amend any form, document template or other item or add, replace, or remove any form, document template or other item without notice.

14.5. The information, forms and document templates are designed and offered in good faith only to provide a guide for common situations in the context of starting and growing a business.

14.6. The Business Box provides both the information on this Website and its document templates, forms and other items without any express or implied representation, warranty, term or condition.

14.7. If you have any questions concerning the appropriateness or use (for



your intended or any other purpose) of any form, document template or other item made available by The Business Box or the information contained on the Website you should seek independent professional legal advice.

14.8. If you wish to use one of our templates to prepare a document but you are not going to be a party to it, you should first consider whether, under the Legal Services Act 2007, it is an "instrument" and, if it is, whether it is lawful for you to prepare it.

14.9. Notwithstanding any other provision of either the Terms and Conditions or this Disclaimer, The Business Box, its agents, employees, contractors and sub-contractors will not be liable, whether in contract, tort (including negligence) or otherwise, for any special, direct, or indirect loss, damage, cost, expense, claim, demand or liability, or any loss of profit, revenue or anticipated savings, arising directly or indirectly from any omission from, error or defect in, or unsuitability of, any document template, form, information or other item available from The Business Box or on its Website, or from the possession, publication, use of or reliance on any such document template, form, information or other item, or for incorrect completion, alteration, use, filing of, or inability to use, any such document template, form, information or other item.