

Business Terms and Conditions

1. Definitions

“We”, “Us”, “Sunrise Careers Guidance” or “SCG” shall mean Sunrise Careers Guidance of 5a School Lane, Maidstone, Kent, ME15 8DU.

“You” shall refer to the individual who has confirmed the requested Services and/or Goods from SCG and has completed the appropriate payment in accordance with these Business Terms and Conditions.

“Services” shall mean the specific services or work, including but not limited to the range of services that may be set out through the SCG website that have been paid for by You and in consideration of which will be provided by SCG.

“Goods” shall mean the specific items or goods that are available to purchase through the SCG Website and have been paid for by You and in consideration of which will be supplied by SCG.

“Downloadable Content” shall mean the content that is available to purchase through the SCG Website and have been paid for by You and in consideration of which will be supplied by SCG.

“Order” shall mean the confirmation in writing, including but not limited by way or email or submission of an order through the SCG website which sets out the agreed Services and/or Goods to be paid for by You and provided by SCG.

“Agreement” shall mean these Business Terms and Conditions which shall be deemed accepted by you upon submission of an Order.

“Work Product” shall mean the final written document (summary of guidance meeting and action plan) agreed to be provided to You by SCG as further set out and identified in the Order.

2. Services

- Upon payment of the appropriate fees SCG agrees to provide the Services as set out in the Order.
- Upon receipt of your Order and payment of the appropriate fees We will contact you as soon as reasonably practicable to arrange a time to discuss your Order further or request additional information in order to commence the provision of the Services.
- As identified within your Order, SCG will provide any Work Products in writing including via Microsoft Word and email format unless otherwise agreed with you.
- All correspondence will be undertaken in English.
- Unless otherwise agreed with you, the Services will be provided through email and In the event that you request the provision of the Services through any alternative means, including but not limited to third-party online messaging or collaboration tools (such as Zoom, Teams, or Hangouts) you take responsibility for the installation and use of such applications and adherence to any terms and conditions imposed by any such third party.

3. Goods

- All Orders for Goods shall be deemed to be an offer by You to purchase Goods pursuant to these Terms and Conditions and are subject to acceptance by SCG. SCG may choose not to accept an order for any reason.
- Where the Goods ordered by You are not available from stock and/or have been ordered on Pre-Sale You shall be notified and given the option to either wait until the Goods are available from stock or cancel the Order and receive a full refund within 30 days.
- When making an order through the Website, the technical steps You need to take to complete the Order process are to add a product to the basket by clicking 'add to basket' and following the instructions on screen to proceed through the checkout pages, supplying the appropriate details including your preferred shipping address along the way. A confirmation email will be sent to You using the contract details provided by You during the ordering process.
- Orders for Goods are normally processed/despatched within 10 Working Days of receipt of Order unless otherwise confirmed, however please allow up to a further 1-5 working days for delivery due to the nature of Royal Mail.
- Goods on the Website may be indicated as in stock but may not be available for immediate despatch, we will notify you via email in the event there are any delays in despatching your Order due to stock availability.
- If You wish to make any other changes to your Order, such as delivery address or quantity of goods, please email lis@sunrisecareerguidance.co.uk, or phone during business hours. You need to email as soon as possible. However, if the Goods are already packed for shipping, We may not be able to accommodate such requests.
- Delivery of the Goods shall be made to the address specified by You during the Order process and You shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. We do not accept any liability for the loss or damage of goods lost in transit.

4. Downloadable Content

- Our website provides a range of Downloadable Content, which are made available to you in accordance with the Right to Use set out below.
- Downloadable Content consists of digital materials provided on this website including, but not limited to:
 - (a) Group work plans;
 - (b) Slide decks;
 - (c) Worksheets;
 - (d) Audio and video content and any transcripts thereof and any transcripts materials or tools utilised therein (including any subtitling, captioning, sign language or other methods adopted to enable access); and
 - (e) Any additional materials provided to support the use of the Downloadable Content.
- To purchase the Downloadable Content through the Website, the technical steps You need to take are to click 'Buy Now' for the Downloadable Content you wish to purchase and follow the instructions on screen to proceed through the checkout pages using PayPal. Once

Your payment has been accepted you will be directed to a dedicated page which will enable you to access the Downloadable Content in pdf format.

- Right to Use
 - Subject to these Terms, SCG grants the Customer a limited use license to use the Site, Services and Downloadable Content solely for non-commercial use or commercial use strictly limited to providing services for your own commercial reward (the "Use License"). This Use License is not a transfer of title and only entitles the Customer to use the Site, Services and Downloadable Content in accordance with these Terms and any additional terms and conditions as agreed to in writing by SCG and the Customer.
 - Nothing in this Agreement shall be construed as conferring any right to any intellectual property of SCG, its affiliates or any other person or entity owning the intellectual property in the Goods or Downloadable Content provided on this Site.
 - In the event you download the Downloadable Content from the Site, this is provided to you on non-exclusive basis by SCG. SCG retains full and complete right, title, and interest in and to the Downloadable Content and all intellectual property rights therein. You may not redistribute, sell, decompile, reverse-engineer or disassemble the Downloadable Content.
 - The Use License shall automatically terminate if you violate any of the terms of this Use License and may be terminated by SCG at any time. Upon the termination of the Use License, you can no longer view or use the Downloadable Content or use the Services on the Site.

5. Payment

- The price and any related delivery or postage charges relevant to the Services, Downloadable Content and/or Goods you wish SCG to provide will be as set out at sunrisecareerguidance.co.uk. All payments are required to be paid by You and received in full by SCG prior to SCG commencing any work or supplying any Goods in relation to your Order.
- We only accept UK GBP Sterling as payment.

Payments may be made

Online – SCG uses the services of PayPal to be able to transact payments online and you agree to comply and be bound by the terms set out by PayPal in using their services. For the avoidance of doubt, SCG do not store credit card details, nor do we share Your credit card details with any third parties. Further details relating to Online payments are available upon request.

By Bank Transfer – upon request we can provide you with the relevant bank details in order to complete payment by bank transfer. Please note that any provision of Services and/or Goods will not commence until confirmation that this payment has been received into the nominated bank account.

- If you fail to attend a pre-arranged meeting or discussion or do not provide reasonable notice as to your inability to attend any such session SCG reserves the right to retain in whole or in part, at its sole discretion, the price paid by You for that session.

5. Your Responsibilities

- You undertake and agree to:
 - Be bound by and comply with the terms as set out in these Business Terms and Conditions and to always adhere to SCG's privacy policy, data retention policy, and safeguarding policy.
 - Provide us with all required information in which is complete and accurate, that any information that you provide is not false or inaccurate and that you have all the appropriate permissions to pass such information to SCG.
 - respond to any correspondence in a timely fashion. You acknowledge that We are dependent upon You to respond to requests or provide required information to complete the provision of the Services.
 - confirm receipt of the Work Products no later than 48 hours following submission by SCG to You in accordance with the provisions of Clause 3 above and that You are solely responsible for the Work Product following such confirmation. If no confirmation is received within 48 hours the Work Product will be deemed completed.
 - inspect the Goods immediately upon receipt and notify SCG by email lis@sunrisecareerguidance.co.uk or telephone (tel. 07840 918980), within 14 days of delivery if the Goods are damaged or do not comply with any of the Order. If You fail to do so, You shall be deemed to have accepted the Goods.
 - SCG retaining your contact details to contact You in the future with further information relating to the activities and services provided by SCG. SCG will never pass or share your information to third parties without having first received your prior written approval to do so.
 - attend all arranged meetings at the designated time, and in the event that you are not able to attend any arranged meetings or sessions to provide SCG with not less than 24 hours' notice.

6. Intellectual Property and Ownership of Work Product

- You acknowledge and agree that you will comply with the copyright statements accompanying the Goods and that your use of the Goods, or any derivate use of the Goods shall include an appropriate acknowledgement of SCG and/or Lis McGuire as copyright owner.
- You acknowledge and agree that the provision of Services is based and dependent upon the provision of similar or identical services to other clients and that You shall not have or obtain rights in proprietary products, materials or methodologies of SCG.
- Notwithstanding the provisions of this Clause 6 and subject to You having made full payment of the appropriate charges You shall have a right to use, adapt, copy, enhance or modify the Work Products provided to you through the Services.

7. Confidential Information

- While performing Services for either Party may be given access to trade secrets, materials or information which is in writing and labelled confidential, which either party has told the other that it is of a confidential nature or which either Party might reasonably expect should be regarded as confidential (“Confidential Information”). The parties agree:
- the Confidential Information may be used, copied and disclosed only in furtherance of providing the Services;
- each Party shall protect the confidentiality of the Confidential Information in the same manner that it protects the confidentiality of its/their own confidential information of like kind.
- all Confidential Information made available to Personnel including copies thereof, shall be returned to Client upon the first to occur of (a) completion of the Services or (b) request by Client; and
- specifically in relation to SCG, our access to Confidential Information shall not prevent SCG from marketing, developing, or using services or products similar to or competitive with the Services or from using ideas, concepts, expressions, know-how, skill and experience acquired through the provision of Services to you, provided that the provisions of this Clause 6 are not breached.

8. Data Protection

- Both parties shall comply with its obligations under the Data Protection Act.
- SCG are subject to and will only handle data provided by You in accordance with your instructions as notified from time to time.
- SCG will only use and or handle data provided by You in accordance with the provision of the Services.
- SCG has a privacy and data retention policy and take steps to make sure these policies are implemented to protect your data when providing our Services. We make sure that we regularly review our privacy and data retention policies including related technical and organisational measures and, where necessary, improve them. Where applicable, we may also need to put other technical measures in place depending on our circumstances and the type of personal data we process. These policies and the steps taken to implement them are available upon written request.

9. Liability

- Neither party shall be liable to the other under or in connection with this Agreement, for any loss of actual or anticipated loss of business, loss of revenue, loss of goodwill, loss of expended management time, loss of anticipated savings or any indirect or consequential losses or damage of any kind, in each case howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise.
- Nothing in this Clause 8 or otherwise in this Agreement shall exclude or in any way limit either party’s liability to the other for: (i) fraud or fraudulent misrepresentation (to the extent such an exclusion is not permitted by law), (ii) death or personal injury caused by negligence or that of its employees, directors, partners, agents or subcontractors (including

negligence as defined in Section 1, Unfair Contract Terms Act 1977), (iii) any breach of warranties as to title and quiet possession implied into these business terms by s12 of the Sales of Goods Act 1979, or s2 of the Supply of Goods and Services Act 1982, or (iv) any liability to the extent that the same may not be excluded or limited as a matter of law.

- Subject to the provisions of this Clause 8, SCG maximum aggregate liability to you under or in connection with this Agreement or any collateral contract, whether arising from negligence, breach of contract, tort, breach of statutory duty, indemnity or otherwise shall not in aggregate exceed the charges paid to SCG for the Services.
- This Agreement sets forth the full extent of SCG obligations and liabilities arising out of or in connection with this Agreement or any collateral contract, and there are no conditions, warranties, representations, or terms, express or implied, that are binding on us except as specifically stated or contemplated in this Agreement.
- Any condition, warranty, representation, or term concerning the performance of the Services which might otherwise be implied into or incorporated in this Agreement or any collateral contract, whether by statute, common law or otherwise, is hereby expressly excluded.
- For the avoidance of doubt this does not affect your statutory rights as a consumer.

10. Governing Law and Jurisdiction

The construction, performance, and validity of the Policies and these terms and conditions shall be governed by English Law. The Parties hereby submit to the exclusive jurisdiction of the English courts.

11. Changes to Terms and Conditions and Invalidity

If any provision of these terms and conditions is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

12. Notifications

- Please use the contact details as set out [at www.sunrisecareerguidance.co.uk](http://www.sunrisecareerguidance.co.uk) and you will receive a response as soon as practicably possible.
- In the event that your notice relates to a complaint relating to the services provided by us to you please notify SCG via email at lis@sunrisecareerguidance.co.uk and you will receive a confirmation that we have received your complaint within 24 hours and you will be contacted no later than 48 hours following that acknowledgment.

13. Cancellation Policy and Distance Selling Regulations

- Given the nature of our service, you acknowledge and agree that SCG will start the provision of Services to you upon the earlier of you having confirmed, either in writing or verbally to commence services or the payment of the relevant fees for the service that you wish SCG to provide.
- Accordingly, under Regulation 13 of the Distance Selling Regulations you do not have the right to cancel this contract once you have provided the relevant confirmation or payment

as set out above, and any refund in whole or in part as a consequence of you not proceeding with the contract is at the sole discretion of SCG.

- SCG have taken all reasonable care to ensure that the information contained within this site is accurate or up to date, however in the unlikely event that any information is found to be inaccurate we shall have the right to refuse to meet or to cancel any Orders placed for that product or service whether the Order has been confirmed or payment has been made. If payment has been made and your Order is cancelled by Us, we shall immediately issue a credit in the amount of the payment made.
- SCG reserves the right to periodically update prices on the Website, which cannot be guaranteed for any period. SCG shall make every effort to ensure prices are correct at the point at which You place an Order. SCG reserves the right to withdraw any Services or Goods from the Website at any time.
- Solely in relation to Orders relating to Goods:
 - If you are a consumer, you have the right, in addition to your other rights, to cancel the Order and receive a refund by informing SCG.
 - The Goods must be returned by You at your expense and should be adequately insured during the return journey. Upon receipt of the returned Goods, You will receive a refund of all monies paid for the Goods (except original postage and packaging charges) within 30 days of cancellation. If You fail to return the Goods following cancellation, SCG shall be entitled to withhold the refund of any monies until such times as the Goods are received from You.
 - Goods to be returned must clearly show the order number obtained from SCG on the package.
 - If returned Goods are found to be damaged due to your fault You will be liable for the cost of remedying such damage and SCG shall be entitled to deduct the original cost of the Goods as compensation.

14. Disclaimer and Warranty

- You are solely responsible for determining whether to proceed with using any of the recommendations that SCG may provide as a result of its Services and you agree that you remain solely liable for any use of these recommendations. You acknowledge and agree that SCG cannot guarantee any benefits from the use of our Services.
- SCG warrants that the Goods will at the time of dispatch correspond to the description given by SCG on the Website. Except where You are acting as a Consumer, all other warranties, conditions, or terms relating to fitness for purpose, merchantability, or condition of the Goods, whether implied by Statute, common law or otherwise are excluded, and You are satisfied as to the suitability of the Goods for your purpose.
- SCG shall not be held liable for any breach of this Agreement caused by circumstances out of its control including, but not limited to, Acts of God, fire, lightning, or extremely severe weather, explosion, war, disorder, flood, industrial disputes (whether or not involving our employees), acts or omissions of Internet services providers or acts of local or central Government or other competent authorities.

- Specifically in relation to the Downloadable Content
 - SCG provides no additional warranties, guarantees or conditions, including for merchantability, satisfactory quality, fitness for a particular purpose, title or non-infringement under these Terms. To the extent permitted by law, SCG accepts no liability of any nature whatsoever if, following the use of the Downloadable Content, a situation occurs where loss or damage is sustained by the Customer (or any of the Customer's users)
 - Your use of the Downloadable Content is entirely at your own risk, for which SCG shall not be liable. It is your responsibility to ensure that the Downloadable Content made available through this website meets your specific requirements. SCG are not responsible for any decisions or actions taken and we disclaim any liability for damages or losses resulting from your reliance or use of the Downloadable Content.