

Terms of Business

These terms and conditions relate to the provision of products and/or services as detailed within the proposal document, website pages and any subsequent quotes as agreed between the client and Shelley Röstlund, the director and trading brand name of Harbour 32 Ltd.

Definitions:

- *'Client' (you)*: the individual and/or company undertaking an agreement for service from Harbour 32 t/a Shelley Röstlund
- *'Product' or 'Service'*: relates to the specific task(s) to be completed as part of the website sales page or proposal outline
- *'Proposal'*: is the document which Harbour 32 has put together outlining a proposed service solution based on the client's expressed needs
- *'Harbour 32'*: refers to Shelley Röstlund and/or her staff
- *'Virtual'*: means work or services which are not delivered face to face, but rather via a VoIP channel (e.g. Skype) or completed remotely
- *'Project based work'*: means any work that is undertaken as a one-off or tasks that are specific and have a limited time frame (usually has a separate proposal/quote document for)

Fees and Pricing

These are detailed in one of two places:

- (a) The website sales page for the service solution
- (b) The Proposal Document.

Any changes, additions or amendments to the proposed work will be accompanied by a written confirmation via email from Harbour 32 of the alterations in price, completion times and outcomes (whichever is applicable).

Please note that if you reside outside of the UK, an extra allowance for admin charges will be added to your invoice to allow for any bank charges incurred in paying Harbour 32 invoices.

Payment Terms: Training and Consultancy

All fees are payable in pounds sterling and are to be paid via bank transfer into the account as provided by Harbour 32. Cheques are not accepted. Interest on any overdue payments will be charged as per the interest term detailed below.

- Invoices for the Brand Compass Programme are payable upon receipt
- Invoices for one-to-one consultancy are payable within 14 calendar days of invoiced date (or unless otherwise agreed)

Payment Terms: Project-Based Work

Payment for any bespoke consultancy project-based work is as stated in the quote document for these services. All fees are payable in pounds sterling and are to be paid via bank transfer into the account as provided by Harbour 32. Cheques are not accepted. Interest on any overdue payments will be charged as per the interest term detailed below.

- All project-based work is billed with 50% of the quoted amount upfront, with the remaining 50% due on completion of the project (or unless otherwise agreed)

Interest on Overdue Accounts:

All invoices are due within 14 calendar days of presentation (unless otherwise stated).

If the account remains unpaid after the due date, then we reserve the right to charge interest on the outstanding balance at the rate of 4% per annum above the Bank of England base rate (such interest to accrue on a day-to-day basis from the due date for payment until receipt by Harbour 32 of the full amount whether before or after any Judgement).

You will indemnify Harbour 32 against all costs and expenses (including any legal costs and expenses on a full indemnity basis) incurred or sustained by Harbour 32 in recovering sums due in each case without prejudice to any other rights or remedies available to the Harbour 32.

Cancellation Terms: The Brand Compass Programme

With regards to the Brand Compass Programme, we provide a courtesy 3-day cooling-off period from the date of first payment. (Note: if the programme you are subscribed to starts within 7 days of your purchase date, this cooling period is null and void).

Cancellation Terms: Training & Consultancy Services

Cancellation charges with regards to the one-to-one consultancy services are as follows:

- 15-11 working days of booked date 30%
- 10-4 working days of booked date 60%
- 3 working days or less of booked date 100%

In the event of cancellation of consultancy by Harbour 32 due to illness or any other reason beyond their reasonable control, the client will not hold the consultant responsible for any consequential losses. The date/work will be rescheduled at the first available opportunity.

Cancellation Terms: Project-Based Work

Cancellation charges for project-based work is incumbent on where Harbour 32 are in the delivery process of the project. The Client will be responsible for all work carried out up until the point of notice of termination.

Formal written notice must be provided by the Client to Shelley Röstlund, Director of Harbour 32, as soon as possible. A confirmation of any amounts due and a handover will be provided within 48 working hours of the notice.

Specific project cancellation terms are detailed in the quotation document.

Money Back Guarantee: Brand Compass Programme

We offer a 100% Money Back Guarantee to provide entrepreneurs further confidence in choosing to join a Brand Compass Programme.

If, after completing the 12-week programme you are not satisfied that the programme has helped build your brand strategy, we will refund you within 14 days of your refund request.

We have only one condition to the refund: we will ask you to demonstrate that you have actively participated in the programme, completed the work prescribed and applied the advice given.*

** Every module in the Brand Compass Programme has video training, exercises, templates and resources to give you everything you need for building each part to your brand compass. This is supplemented with live coaching calls to support your implementation, as well as a community of peers to encourage ideas and progress.*

Expenses for One-to-One Consultancy & Project-Based Work

Expenses/Costs:

All work, unless otherwise stated, is subject to expenses at cost. These expenses cover: parking; travel on public transport; taxi fares (where applicable); hotel accommodation (where applicable); mileage (at 45p per mile); courier charges (where applicable); purchase of sundry materials (used for particular projects/tasks)

Travel time:

Where the assignment or project requires Harbour 32 to travel further than one hour (or 60 miles) one-way from the Harbour 32 office (NN3, Northampton, UK), the client will be charged a £25+VAT per hour fee for 50% of the total travelling time. This is over and above the travel expenses detailed above.

Please note: Harbour 32 will endeavour to allow for any expenses/costs and/or travel time implications when putting together the proposal quote.

Registered Company and VAT Registration

Harbour 32 Ltd is a company registers in England and Wales, with the registration no.7392959.

We are also registered for VAT (Reg: GB 103329063), so all work invoiced is inclusive of VAT.

Responsibility and Liability

While efforts to provide the best possible advice, guidance, information or solution based on the needs highlighted in the proposal at hand - no guarantees or warranties can be given by Harbour32.

For our Brand Compass Programme, we give no warranties or guarantees in terms of results. We set a best practice foundation for you to support you in developing your brand strategy to the best of our knowledge and experience. The programme involves much of your own input, as it does ours.

Any decision made that you feel needs legal or further specialist business advice - you undertake to seek independent legal or other professional business advice as relevant.

We hold up to date Professional Indemnity and Public Liability Insurance.

Confidentiality

All intellectual rights to the work completed by Harbour 32 for the Client will be held jointly by the Client and Harbour 32, unless otherwise negotiated.

Harbour 32 will keep all of the Client's related business / information / plans / propositions which they become privy to within the realm of the work instructed to do, confidential.

Please view our [Privacy Policy](#) in full here. Harbour 32's full Data Protection Policy can be provided upon request.