



Terms and Conditions

These Terms and Conditions are the standard terms of engagement from Streamlion Consulting Limited, a company Registered in England & Wales, No 09464869, whose registered office is at Oaklands, Station Hill, Cookham, Berkshire, SL6 9BS.

1. Definitions and Interpretation

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

“Client”	means the person or business who purchases services from the Company.
“Company”	means Streamlion Consulting Limited, and its employees, associates, agents, representatives, and 3rd party suppliers)
“Conditions”	means the terms and conditions set out in this document.
“Contract”	means the contract between the Company and the Client for the sale and purchase of the Services in accordance with these Conditions.
"Fees"	means the price payable for the Company's services
"Order"	means a request made by the Client to purchase services from the Company.
“Parties”	means both the Company and the Client and Party shall refer to either one.
“Quotation”	means the Company's letter or other communication to the Client setting out the Price and scope of the requested services
“Services”	means the services that the Company is to supply in accordance with these conditions.
“Website”	means https://streamlionconsulting.com/
“Writing”	includes electronic mail and comparable means of communication.

1.2. In these Conditions, the following rules apply:

1.2.1.A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2.A reference to a party includes its personal representatives, successors or permitted assigns.

1.2.3.Any phrase introduced by the terms including, include, in particular, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.3. The headings in these Terms are for convenience only and do not affect their interpretation.

2. General

2.1. Any Quotation the Company gives shall not constitute an offer and is only valid for 30 days from its issue date.

2.2. These Conditions and any Quotation provided by the Company constitute the entire Contract

between the Client and the Company. The Client acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Company, which is not set out in the Contract.

- 2.3. Previous dealings between the parties shall not vary or replace these terms or be deemed in any circumstances whatsoever to do so.
- 2.4. Before the provision of any services can begin, the Company requires the Client to provide a purchase order or an acceptance of the Quotation (Order), which must be accompanied by sufficient information to enable the Company to proceed without delay at the execution of the Purchase Order.
- 2.5. The client is deemed to have accepted these terms and conditions by the signing of this agreement or by the placing of any Order, whether written or oral and in doing so, accepts that these conditions shall prevail over any terms or conditions incorporated or referred to by the client, whether in the order or any negotiations and whether or not the same is expressed to override these conditions. If there is any conflict between these conditions and any other terms or conditions, these conditions shall prevail unless otherwise agreed upon in writing by the Company and the Client.
- 2.6. The Order shall only be deemed accepted when the Company issues written acceptance of the Order, at which point, and on which date the Contract shall come into existence (the "Commencement Date").
- 2.7. Specific terms and conditions detailed in any Quotation will prevail over these conditions in the event of any conflict. Subject to this, no variation to these terms will be binding unless signed by the Company.
- 2.8. The Parties agree to do everything necessary to ensure that the terms of this Contract take effect.

3. Scope of services

- 3.1. Services specific to this Contract will be outlined in the Quotation accompanying these conditions.
- 3.2. The Company shall provide the Services to the Client and perform them with a reasonable level of skill, diligence, prudence and foresight, which, as at the relevant time, would reasonably be expected from an experienced Business Company seeking in good faith to comply with its contractual obligations.
- 3.3. Any additional work or variations to the Services specified in the Quotation will only be undertaken upon acceptance of a separate agreement with all costs to be agreed by both parties in writing before work commences.
- 3.4. Any times or dates included in the Quotation for the provision or completion of the Services by the Company are estimates only and shall never be considered of the essence. Furthermore, the parties hereby acknowledge that the schedule set out for the performance of the Services may change during the course of said performance.
- 3.5. The Company will perform the Services using its own staff, trusted Associates and sub-contractors. The Company remains responsible for the quality of any work carried out on its behalf by a third-party.
- 3.6. The Company cannot guarantee that grant applications completed on behalf of the Client will be successful. However, the Company is committed to working with the Client to achieve positive outcomes.

4. Term of Services

- 4.1. Some services are subject to a fixed term of six (6) months. This will be highlighted in the Quotation.
- 4.2. Services on a fixed term will be invited to renew at the end of month four (4).

5. Fees and Payment

- 5.1. For all services, fees and payment dates specific to this Contract will be outlined in the Company's Quotation or schedule of services.
- 5.2. The Fees, as stated in the Contract, do not include Value Added Tax ("VAT"). All prices are in British Pounds Sterling.
- 5.3. Any expenses incurred whilst working on your behalf will be charged, and appropriate records will be kept and will be available for inspection.
- 5.4. Unless otherwise agreed upon in writing, all Grant Navigation Services, Business Plans and Cash Flow Forecasts are payable in full in advance.
- 5.5. Except where a payment plan has been agreed upon, payment must be made by Bank Transfer to the bank details on the invoice.
- 5.6. Where a payment plan has been agreed, payments will be taken by Direct Debit monthly, on the 10th of each month.
- 5.7. The Company may, at its sole discretion, agree to delay payment of any fee for its loan application service until the loan decision is received. This fee is payable even when the application has been unsuccessful.
- 5.8. All invoices are payable by the time frame specified on them.
- 5.9. No payment shall be deemed to have been received until the Company has received cleared funds.
- 5.10. All payments payable to the Company under this Contract shall become due immediately upon termination of this Contract despite any other provision.
- 5.11. The Client shall make all payments due under this Contract without any deduction, whether by way of set-off, counterclaim or otherwise, unless the Client has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Client.
- 5.12. Time for payment shall be of the essence.
- 5.13. Any queries relating to an invoice must be received within seven (7) days from the invoice date. Until a query is resolved, the Client remains liable to pay the undisputed part of an invoice within the original timescale detailed on it.
- 5.14. If a Direct Debit collection attempt fails, the Company will make a second attempt a few days later. If this second attempt is not honoured, clause 5.15 will apply.
- 5.15. If payment of the price or any part thereof is not made by the due date, the Company may:
 - 5.15.1. Cancel the Contract or suspend any further provision of the Services to the Client with immediate effect. Any such period of suspension shall be disregarded for contractual time limits previously agreed for the completion of the Services,
 - 5.15.2. Charge interest at 8% above the Bank of England base rate per annum on late business debts under provisions in the Late Payments of Commercial Debts (Interest) Act 1998 on the unpaid amount starting from the date the invoice fell overdue until paid, whether before or after any court judgement.
 - 5.15.3. Apply a charge of £10 (to cover administrative expenses and not as a penalty) per reminder for overdue payment submitted to the Client. The Company shall be entitled to submit such

reminders weekly once the fees have become overdue.

5.15.4. Charge the Client the recovery costs of any outstanding amount, including legal costs and disbursements.

6. Client Responsibilities

- 6.1. The Client acknowledges that the Company's ability to provide the services depends on the Client's complete and prompt cooperation and the accuracy and completeness of any information and data the Client provides to the Company.
- 6.2. The Client shall cooperate with and consult fully with the Company, at their reasonable request, to enable them to fulfil their obligations under this Agreement and shall promptly provide all information relevant to the Services to The Company.
- 6.3. The client agrees that all fees are payable regardless of the success of any grant or loan applications made as part of the services.
- 6.4. The Client shall be on time for any planned meetings. Should circumstances change and the client cannot make a scheduled meeting, a minimum of 24 hours' notice should be given to the Company to rearrange. Any meeting cancelled within 24 hours of the scheduled date and time may incur additional charges.
- 6.5. If the Company's performance of any of its obligations in respect of the work is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):
 - 6.5.1. The Company shall, without limiting the Company's other rights or remedies, have the right to suspend the performance of the Services until the Client remedies the Client Default and to rely on the Client Default to relieve the Company from the performance of any of the Company obligations to the extent the Client Default prevents or delays the Company performance of any of the Company obligations.
 - 6.5.2. The Company shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 6.5; and
 - 6.5.3. The Client shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Client Default.

7. Cancellation

- 7.1. The Client must clearly indicate in writing if it does not wish to proceed with the Grant Navigator Services after receiving the Grant Navigator Report.
- 7.2. Fixed-term contracts cannot be cancelled. Should clients want to end a fixed-term contract, they will be liable to pay any fees outstanding to cover the full term.
- 7.3. The Client must give the Company at least two months' written notice of its intention not to renew a fixed-term contract. During this notice period, the Company will complete applications in progress when the notice is received but will not start any new applications.

8. Right of Termination

- 8.1. If either Party breaches a material provision under this Contract, the non-defaulting Party may terminate this Contract immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
- 8.2. The Company reserves the right to terminate the Contract with immediate effect in the event of any of the following:

8.2.1. That the Client suspends, threatens to suspend, ceases, or threatens to cease to carry on all or substantially the whole of the Client's business.

8.2.2. That the Client (being an individual) dies or, because of illness or incapacity (whether mental or physical), is incapable of managing their affairs or becomes a patient under any mental health legislation.

8.2.3. The Client's financial position deteriorates to such an extent that, in the Company's opinion, the Client's capability to adequately fulfil its obligations under these Terms has been jeopardised.

8.3. Without limiting the Company's other rights or remedies, the Company may terminate this Contract immediately by giving written notice to the Client if the Client fails to pay any amount due under this Contract on the due date for payment.

8.4. All notices of termination of the Contract should be submitted to the other Party in Writing.

9. Correspondence, Complaints and Disputes

9.1. All correspondence can be sent to the postal address above or by email to helen@streamlionconsulting.com.

9.2. The Company aims to deliver an excellent level of client service; if, however, the Client is not completely satisfied with the services the Company has provided, please refer to the complaints handling procedure outlined in Annex 1.

9.3. The Company would appreciate every opportunity to resolve any disputes amicably.

10. Confidentiality

10.1. In the absence of a separate non-disclosure agreement, this clause applies.

10.2. Confidential Information (the "Confidential Information") refers to any data or information relating to the Client's business which would reasonably be considered to be proprietary to the Client, including, but not limited to, financial information, business processes and client information and that is not generally known in their industry and where the release of that Confidential Information could reasonably be expected to cause the Client harm.

10.3. All written and oral information and material disclosed or provided to the Company by the Client under this agreement is Confidential Information regardless of whether it was provided before or after the date of this agreement or how it was provided.

10.4. All Associates of the Company sign a Confidentiality Agreement and are subject to this clause and clause 11 below.

10.5. On the conclusion or termination of the Contract, both parties shall cease to use all copies of confidential information obtained from the other except in so far as the law requires the information be retained, in which event it shall be kept until such period is over and, in any event, kept strictly confidential under the provisions of this clause.

11. Data Protection

11.1. 'Data Protection Legislation' refers to The Data Protection Act 2018 and any secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced, or updated from time to time.

11.2. All personal information that the Company may collect (including, but not limited to, the Client name, postal address, email address, and telephone number) will be collected, used, and held according to the provisions of Data Protection Legislation as defined in clause 11.1.

11.3. How the Company collects, uses, and stores the Client's personal information is set out in the

Company's privacy policy.

- 11.4. In certain circumstances the Company may pass the Client's personal information on to credit reference agencies. These agencies are also bound by the Data Protection Legislation as defined in clause 11.1 and should use and hold the Client's personal information accordingly.
- 11.5. The Company will not pass on the Client's personal information to any other third parties for marketing purposes without obtaining the Client's express consent.
- 11.6. The Company reserves the right to mention the Client for promotional activity, training, or any other business purpose. As stated above, the Company will not disclose any confidential information.

12. Liability

- 12.1. Nothing in this Contract shall exclude or limit either party's liability for death or personal injury resulting from the negligence of that party or their employees, agents or sub-contractors for fraudulent misrepresentation or concealment or for any other liability that cannot be in any way excluded or limited at law.
- 12.2. Except as otherwise expressly provided in the Contract:
 - 12.2.1. The Company's liability in contract, tort, negligence or otherwise arising out of or in connection with the Contract or the performance or observation of its obligations under the Contract shall be limited in aggregate to the Price paid by the Client to the Company under the Contract; and
 - 12.2.2. The Company shall not be liable in contract, tort, negligence or otherwise arising out of or in connection with this Contract for any economic losses (including, without limitation, any loss of profits, business, contracts, goodwill, revenue or anticipated savings) or any special, indirect or consequential losses or any destruction of data arising out of or in connection with the Contract.

13. Force Majeure

- 13.1. Neither Party to these Terms and Conditions shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause beyond that Party's reasonable control. Such causes include but are not limited to, illness, power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, and governmental action, pandemic, epidemic or any other event that is beyond the control of the Party in question.
- 13.2. If such delay or failure continues for at least 90 days, either Party will be entitled to terminate the Contract by written notice.

14. Notices

- 14.1. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the Party giving notice (or a duly authorised officer of that Party).
- 14.2. A notice will be deemed to have been received at the relevant time set out below (or where such time is not within Business Hours when Business Hours next begin after the relevant time set out below):
 - 14.2.1. where the notice is delivered personally at the time of delivery.
 - 14.2.2. where the notice is sent by first class post, 48 hours after posting; and
 - 14.2.3. where the notice is sent by email at the time of the transmission (providing the sending Party retains written evidence of the transmission).

14.3. All notices under these Terms and Conditions must be addressed to the most recent address or email address notified to the other Party.

15. Other Important Terms

15.1. Nothing in the Contract is intended to or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have the authority to act as an agent for or bind the other party.

15.2. The failure by the Company at any time or for any period to enforce any one or more of these Conditions shall not be a waiver of them or a waiver of the right to enforce such Conditions on a future occasion.

15.3. The contract of which these conditions form part is personal to the client, who shall not be permitted to assign in whole or in part without the Company's prior written consent.

15.4. If any provision of these conditions is held by the relevant authority to be invalid or unenforceable in whole or in part, the validity of the other provisions or these conditions and the remainder of the provisions in question shall not be affected thereby.

16. Governing Law and Jurisdiction

16.1. The Contract shall be construed and governed in accordance with the laws of England and shall be subject to the jurisdiction of the English Courts.

Streamlion Consulting Limited

The Customer

Signature

Signature

Print Name & Title

Print Name & Title

Date

Date

ANNEX 1 - COMPLAINTS HANDLING PROCEDURE

Purpose

Streamlion Consulting Ltd is committed to upholding best practice through a high-quality service provision to all our clients. This Annex sets out the procedure we will operate in dealing with complaints arising from the provision of goods and/or services under our terms of engagement.

Raising an Issue

In the first instance, please contact your project manager to discuss any concerns that you may have, so that the matter can be investigated immediately.

Making an Informal Complaint

An informal complaint can be made by telephone, or by speaking face to face or in writing to Streamlion Consulting Ltd, Oaklands, Station Hill, Cookham, Berkshire, SL6 9BS.

If the matter is not resolved at this stage, and you have not already issued a complaint in writing, you should now do so. Please include as much specific detail as possible to enable full investigation of the matter.

Making a formal Complaint

Upon receipt of your formal written complaint an acknowledgment will be sent to you within 10 working days. The name and contact details of the person who will be dealing with your case will be supplied at this point.

Within 20 working days from receipt of your complaint you will receive a summary in writing of our understanding of your complaint. You will be asked at this time to provide any further evidence or information regarding the complaint and to confirm that we have understood all of your concerns.

Following such confirmation, we will investigate the matter and write to you in reply within 10 working days unless it becomes apparent to us that the investigation cannot be completed within this timescale. In these circumstances, a written explanation will be sent to you including a progress report. When a substantive reply is sent to you, a summary of findings will be included along with details of any further action to be taken.

If you are still not satisfied

If you wish to seek further recourse, we will advise accordingly.