

## TERMS

Your attention is particularly drawn to the provisions of clause 13 (Limitation of liability).

### 1. ABOUT US

- 1.1 Efficient Portfolio Wealth Ltd trading as “Trusted Team” (company number 13948970) (**we and us**) is a company registered in England and Wales and our registered office and main trading address is at Portfolian House, 30 Melton Road, Oakham, Rutland, LE15 6AY. We operate the website [www.efficientportfolio.co.uk](http://www.efficientportfolio.co.uk), [www.thetrusted.team](http://www.thetrusted.team) and [www.oakhamoffice.co.uk](http://www.oakhamoffice.co.uk)
- 1.2 To contact us, telephone our customer service team at 01572 898060 or email us at [hello@thetrusted.team](mailto:hello@thetrusted.team). How to give us formal notice of any matter under the Contract is set out in clause 20.2.
- 1.3 You can find everything you need to know about us, and our services on our website, in our promotional materials or from our sales staff before you apply. We also confirm the key information to you in writing after you application, either by email, in your online account or on paper. For further information on membership, benefits and how it works, please consult our FAQ’s available here <https://thetrusted.team/faq/>

### 2. OUR CONTRACT WITH YOU

- 2.1 These terms and conditions (**Terms**) apply to the application by you and supply of Services by us to you (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 2.3 These Terms and the Contract are made only in the English language. You should print off a copy of these Terms or save them to your computer for future reference.

### 3. SUBMITTING AN APPLICATION AND ITS ACCEPTANCE

- 3.1 Please follow the onscreen prompts to submit your application. You may only submit an application using the method set out on the site. Each application is an offer by you to buy the services specified in the application (**Services**) subject to these Terms.
- 3.2 Please check the application carefully before submitting it. You are responsible for ensuring that your application is complete and accurate.
- 3.3 After you submit your application, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your application has been accepted. Our acceptance of your application will take place as described in clause 3.4.

3.4 Our acceptance of your application takes place when we send an email to you to accept it (**Application Confirmation**), at which point and on which date (**Commencement Date**) the Contract between you and us will come into existence. The Contract will relate only to those Services confirmed in the Application Confirmation.

3.5 If we reject you as a member, we will inform you of this by email and we will not process your application. If you have already paid for the Services, we will refund you the full amount.

3.6 We will undertake a fact find with you to see if the Services are appropriate for you. You agree to co-operate with us in that fact find and provide honest and accurate answers.

#### **4. TERM OF AGREEMENT**

4.1 Unless we agree otherwise, accepted applications will be subject to a minimum term of three months commencing on the date of acceptance as specified by us. After expiry of this initial term, the Contract shall automatically roll over for successive periods of three months, unless we have given you a notice of termination.

4.2 We are not obliged to extend the Contract where there is a breach of Contract.

#### **5. DEPOSITS**

If you book an ad hoc trip, we may require a deposit which will need to be paid within 30 days of making the booking. If you fail to make the deposit, we reserve the right to resell your space on the trip.

#### **6. HOW TO PAY**

6.1 You can pay for membership using a Direct Debit, debit card, credit card or via BACS to our nominated account.

6.2 Payments for the Services by Direct Debit will be charged automatically on the payment date from your designated bank account.

6.3 All payments are taken every 3 months, either by debiting your payment card or through your Direct Debit.

6.4 We may offer a 30-day grace period on all membership payments. After the grace period, an interest rate of 4% will be applied on a daily basis. If you fail to pay your outstanding membership fee, your membership will be seen as cancellation being tendered, and your notice period of 90 days will be activated from the first day after the 30-day grace period.

6.5 For events, payment is due within 30 days of the invoice being issued to you. If you fail to pay, your place will not be reserved, and your reservation will be offered to other members or external parties. You will not be allowed to access our event if payment has not been received in advance.

6.6 If you wish to change the scope of the Services after we accept your application, and we agree to such change, we will modify the Charges accordingly.

- 6.7 We take all reasonable care to ensure that the prices stated for the Services are correct at the time when the relevant information was entered into the system. However, please see clause 6.10 for what happens if we discover an error in the price of the Services you applied for.
- 6.8 Our Charges are reviewed annually, but changes will not affect any application you have already submitted. If you do not like any changes in the Charges, you may terminate the Contract on giving us one weeks' notice.
- 6.9 Our Charges are exclusive of VAT. Where VAT is payable in respect of some or all of the Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.
- 6.10 It is always possible that, despite our reasonable efforts, some of the Services on our site may be incorrectly priced. If we mistakenly accept and process your application where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Services and refund you any sums you have paid.

## **7. CANCELLING YOUR APPLICATION AND OBTAINING A REFUND**

- 7.1 You may cancel the Contract and receive a refund, if you notify us as set out in clause 7.2 within 7 days of your receipt of the Application Confirmation. You cannot cancel the Contract once we have completed the Services, even if the 7-day period is still running.
- 7.2 To cancel the Contract, you must contact us directly by emailing [hello@thetrusted.team](mailto:hello@thetrusted.team), calling 01572 898060 or writing to our postal address at Portfolian House, 30 Melton Road, Oakham, Rutland, LE15 6AY. We will email you to confirm we have received your cancellation.

If you are emailing us or writing to us, please include details of your application to help us to identify it. If you send us your cancellation notice by email or by post, then your cancellation is effective from the date you send us the email or post the letter to us. For example, you will have given us notice in time as long as you get your letter into the last post on the last day of the cancellation period or email us before midnight on that day.

- 7.3 If you cancel the Contract, we will refund you in full for the price you paid for the Services, by the method you used for payment. We may deduct from any refund an amount for the supply of the Services provided for the period up to the time when you gave notice of cancellation in accordance with clause 7.2. The amount we deduct will reflect the amount that has been supplied as a proportion of the entirety of the Contract.

## **8. OUR SERVICES**

- 8.1 Any descriptions or illustrations on our site are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.

8.2 We reserve the right to amend the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services.

8.3 We warrant to you that the Services will be provided using reasonable care and skill.

8.4 We will use all reasonable endeavours to meet any performance dates specified in the Application Confirmation, but any such dates are estimates only and failure to perform the Services by such dates will not give you the right to terminate the Contract.

## 9. YOUR OBLIGATIONS

9.1 It is your responsibility to ensure that:

9.1.1 the terms of your application are complete and accurate;

9.1.2 you cooperate with us in all matters relating to the Services;

9.1.3 you provide us, our employees, agents, consultants and subcontractors, with access to your premises, office accommodation and other facilities as we may reasonably require;

9.1.4 you provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

9.1.5 you prepare your premises for the supply of the Services;

9.1.6 you obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

9.1.7 you comply with all applicable laws, including health and safety laws;

9.1.8 you keep all of our materials, equipment, documents and other property (**Our Materials**) at your premises in safe custody at your own risk, maintain Our Materials in good condition until returned to us, and not dispose of or use Our Materials other than in accordance with our written instructions or authorisation; and

9.1.9 you comply at all times with all policies, instructions and/or procedures when attending our premises or any premises we have organised as part of the Services.

9.2 You will:

9.2.1 not do or say anything which may be harmful to us or to our brand, reputation or image;

9.2.2 act reasonably and in good faith towards us and other members at all times; and

9.2.3 not say or do anything which is illegal, offensive, intended to cause damage or harm whether to us, other members or otherwise.

9.3 You shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with any breach by you of these Terms.

## **10. EXCURSIONS/TRIPS/EVENTS OUTSIDE OF THE UK**

10.1 If an event is happening outside of the UK, you are responsible for ensuring you have all appropriate vaccinations, clearances, insurances and other travel authorisations to attend.

10.2 You are responsible at all times for:

10.2.1 any loss/damage to any property, room, item or similar when attending any off-premises event;

10.2.2 extra charges incurred by you at the venue.

## **11. YOUR DEFAULT**

11.1 If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in clause 9.1 (**Your Default**):

11.1.1 we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the Contract under clause 17. (Termination);

11.1.2 we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and

11.1.3 it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

## **12. COMPLAINTS**

If a problem arises or you are dissatisfied with the Services, we have a comprehensive complaints policy, <https://thetrusted.team/complaints-policy/>

## **13. INTELLECTUAL PROPERTY RIGHTS**

13.1 All intellectual property rights in or arising out of or in connection with the Services (other than intellectual property rights in any materials provided by you) will be owned by us. Nothing in the Contract constitutes any transfer of any right, title or interest in our intellectual property rights.

13.2 You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services to you.

**14. HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 14.1 We will use any personal information you provide to us to:
- 14.1.1 provide the Services;
  - 14.1.2 process your payment for the Services; and
  - 14.1.3 inform you about similar services that we provide, but you may stop receiving these at any time by contacting us.
- 14.2 We will process your personal information in accordance with our Privacy Policy at <https://thetrusted.team/privacy-policy>, the terms of which are incorporated into this Contract.

**15. LIMITATION OF LIABILITY**

- 15.1 The limits and exclusions in this clause reflect the insurance cover we have been able to arrange and you are responsible for making your own arrangements for the insurance of any excess loss.
- 15.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 15.2.1 death or personal injury caused by negligence;
  - 15.2.2 fraud or fraudulent misrepresentation; and
  - 15.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 15.3 Subject to clause 15.2, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- 15.3.1 loss of profits;
  - 15.3.2 loss of sales or business;
  - 15.3.3 loss of agreements or contracts;
  - 15.3.4 loss of anticipated savings;
  - 15.3.5 loss of use or corruption of software, data or information;
  - 15.3.6 loss of or damage to goodwill; and
  - 15.3.7 any indirect or consequential loss.
- 15.4 Subject to clause 15.2, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or

otherwise, will be limited to 100% of the total Charges paid under the Contract in the 12 months preceding a claim.

15.5 We have given commitments as to compliance of the Services above. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

15.6 Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire three months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

15.7 This clause 15. will survive termination of the Contract.

## **16. CONFIDENTIALITY**

16.1 We each undertake that we will not at any disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 16.2.

16.2 We each may disclose the other's confidential information:

16.2.1 to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising our respective rights or carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 16.; and

16.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

16.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

## **17. TERMINATION, CONSEQUENCES OF TERMINATION AND SURVIVAL**

17.1 Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if:

17.1.1 you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 14 days of you being notified in writing to do so;

17.1.2 you are in breach of clause 9 (Your Obligations);

17.1.3 you fail to pay any amount due under the Contract on the due date for payment;

17.1.4 you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other

than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business [or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction];

17.1.5 you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or

17.1.6 your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

17.2 On termination of the Contract you must return all of Our Materials and any deliverables specified in your application which have not been fully paid for. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned, you will be solely responsible for their safe keeping and must not use them for any purpose unconnected with the Contract.

17.3 Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.

17.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

## **18. EVENTS OUTSIDE OUR CONTROL**

18.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

18.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

18.2.1 we will contact you as soon as reasonably possible to notify you; and

18.2.2 our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.

18.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel we will refund the price you have paid, less the charges reasonably and actually incurred us by in performing the Services up to the date of the occurrence of the Event Outside Our Control.



## **19. NON-SOLICITATION**

You must not attempt to procure services that are competitive with the Services from any of our directors, employees or consultants, whether as an employee or on a freelance basis, during the period that we are providing the Services to you and for a period of six months following termination of the Contract.

## **20. COMMUNICATIONS BETWEEN US**

20.1 When we refer to "in writing" in these Terms, this includes email.

20.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

20.3 A notice or other communication is deemed to have been received:

20.3.1 if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;

20.3.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or

20.3.3 if sent by email, at 9.00 am the next working day after transmission.

20.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

20.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

## **21. GENERAL**

### **21.1 Assignment and transfer**

21.1.1 We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you in writing or by posting on this webpage if this happens.

21.1.2 You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

21.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

21.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.



- 21.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 21.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.
- 21.6 **Governing law and jurisdiction.** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.