

AURORA BUSINESS SOLUTIONS

Terms of Business:

Definitions:

[the] Client: refers to the person whom Aurora Business Solutions are providing Services to.

[the] Business: refers to Aurora Business Solutions.

Services: Work provided by Aurora Business Solutions, to the Client, in return for Business Management Services.

Agreed Works: relates to the Works agreed upon, by both parties, in the Agreement.

Estimate: refers to the initial document Aurora Business Solutions provides to the Client following consultation outlining an approximation of weekly work.

Initial Consultation: refers to the first telephone conversation between Aurora Business Solutions and the Client.

Handover Document: refers to the documentation provided by Aurora Business Solutions on the status of the Client's requested Services.

Working Hours: refers to Monday – Friday 9am – 5pm

Communicable Hours: Monday – Friday 10am – 4pm.

Payment Terms:

[1.1] Payment shall be received based on an Estimate from Initial Consultation. The Client understands this is an Estimate and is subject to change where Agreed Works takes longer/shorter to complete. The Client will be notified via email of any increase over 10% of the Agreed Works.

[1.2] A Set Up cost is payable upon agreement of this document which covers Initial Consultation, System Set Up and drawings of paperwork including but not limited to, Estimates, Statements etc. This usually equates to 1 weeks services but can vary dependent on the Client's needs and Services start date. The Set Up cost is none-refundable at any stage in the Services and will be no greater than £150.00 for any Client.

[1.3] The Business will issue an invoice, payable upon receipt to the Client at the end of each week for the first 4 weeks. After this period, invoices will be issued monthly on the first working day of the month and are payable upon receipt. Failure to pay may result in the immediate suspension of Services and legal action may be taken unless otherwise prior agreed. Invoices will be sent on the last working day of the month payable by the following first working day of the month.

[1.4] In the event of a missed payment, the Client will be contacted via email to resolve. Services will be suspended until payment is received in full and may accrue interest at the rate of £5 per day, up to and including the day of received payment.

[1.5] Any equipment necessary to complete the Client's work is chargeable back to the Client.

[1.6] Whilst Services are provided remotely, any mileage necessary to complete the Client's needs, (such as posting letters), is chargeable back to the Client at 45p a mile and will be issued accordingly on the next invoice.

[1.7] Any expenses, (such as postage, envelopes, printing), are chargeable back to the Client on their next invoice at the rate in which they are billed to the Business.

[1.8] Hard copies of any documentation needed by the Client, are charged at £15 per document plus 12p per page to print and any postage expenses. Digital copies are supplied within this Agreement.

[1.9] All Services are subject to price reviews. The Client will be informed of these changes a minimum of 30 days prior to their implementation and it may be requested a new Agreement is signed.

[1.10] Payment will be made on the first working day of each month.

[1.11] Payment disputes must be raised within 7 days of the invoice date. After this period, invoices will be considered final.

Availability:

[2.1] The Business will take every reasonable precaution to ensure they are contactable between the hours of 10:00 and 17:00, Monday – Friday. However, the Client must allow flexibility if the Business is unable to answer a call, message or email straight away due to other Client commitments or otherwise. In this instance, the Business will provide a reasonable time to call back.

[2.2] The Business does not operate outside of normal working hours. Normal working hours consists of Monday – Friday 9am to 5pm. For Bank Holidays and weekends, any work called upon is chargeable at the Out of Hours rate and only if priorly agreed.

[2.3] In the event of Annual Leave or unforeseen circumstance, the Business will inform the Client as soon as possible to avoid disruption to Services. The Business also expects the same in return from the Client.

[2.4] The Client must inform the Business if they are uncontactable for any reason during the Agreement. In this instance, the Business will only contact the Client if the reason is sound and poses detrimental threat or consequences to the Client's Business. This includes during periods of Annual Leave.

[2.5] If the Client contacts the Business out of working hours, the message may not be opened until the next working day. For Emergency or Out of Hours Service, the Business will take reasonable steps to assist but cannot guarantee.

[2.6] The Business will take every reasonable step to ensure you are communicated with using your preferred method. Unless in an Emergency, the Business will only communicate to you inside of Communicable Hours.

[2.7] In the event of holiday periods or sickness periods, both the Business and the Client must ensure reasonable time has been provided in writing at the earliest opportunity.

[2.8] The Business is not liable for delays caused by unforeseen circumstances, such as illness, technical failures, or natural disasters.

Marketing:

[3.1] The Client must not use, transfer or copy the Business's logo or Name without prior written consent.

[3.2] The Business reserves the right to use the Client's logo for Marketing purposes including Social Media Platforms and any other beneficial use to the Business. The Client may withdraw consent at any time by doing so in writing to the Business at: hello.aurorabusinesssolutions@gmail.com. If any use prior to withdrawal has taken place, the removal is at the Business's discretion.

[3.3] The Client consents to anonymised testimonials being used for marketing unless explicitly withdrawn in writing to: hello.aurorabusinesssolutions@gmail.com within 14 days of the agreed works commencing or contract being entered.

Services:

[4.1] The Business does not offer employee, supplier or customer liaison services.

[4.2] The Business will not undertake or act upon instruction from any persons other than the named person on the Service Agreement. If the Client wishes another nominated person hold responsibility to act on their behalf, the Client must outline this in writing prior and take responsibility for the outcome of any Services payable and any works carried out under the instruction of the nomination person.

Data Protection and Confidentiality:

[5.1] The Business will not share any information with third parties.

[5.2] Any information disclosed remains confidential between the Client and Business.

[5.3] The Client may make referrals of business to the Business but is not permitted to discuss payment of Services or share any documentation they have received under the Business.

[5.4] The Client must not permit the Business's details to any other person without prior consent from the Business.

[5.5] If requested, the Business is open to reviewing and signing an NDA for the Client. This can be sent, before Services commence, to: hello.aurorabusinesssolutions@gmail.com.

Termination:

[6.1] The agreement may be terminated at any time in writing to: hello.aurorabusinesssolutions@gmail.com.
The Business may send their termination to the email address included in the Client Details section of this Agreement.
Client to Business Termination – 4 weeks.
Business to Client Termination – 2 weeks.

[6.2] The Business may terminate the Client's Services at any stage, with immediate effect if they deem it necessary to.

[6.3] The first 14 days of Services fall under the 'cooling off' period and services can be terminated at any point during this time, in writing to: hello.aurorabusinesssolutions@gmail.com. Any monies owed will be worked off and none-refundable.

[6.4] In the event of a termination, a final invoice will be issued to the Client with all completed works. The Business will provide a free 30 minute consultation to 'handover' the works carried out. In the event, the Client does not wish to received a 30 minute consultation handover, or if the Business deems it more appropriate, a document may be provided instead.

Agreed Works:

[7.1] The Client understands advice or otherwise given by the Business is from personal opinion and should not be treated as factual. The Client must come to their own conclusion in these instances or may be required to seek further advice at their own discretion.

[7.2] Any documents produced by the Business are not standing by law and further legal advice may need to be sought to confirm the document can be lawfully binding.

[7.3] The Agreed Works are subject to the Initial Consultation and all other Services and costs may be found in the Welcome Email which the Client will receive prior to the commencement of Services.

Communication:

[8.1] The Client may contact the Business by email, text or WhatsApp. The Client must ensure phone calls are reserved for Urgent Scenarios only. This is to keep the phone lines clear, where possible, for other Client urgency and ensure organisation of the Business's day can be maintained. If the Client's preferred method of communication is telephone, they must take reasonable steps to ensure time is booked with the Business, ahead of time, in this instance.

Liability:

[9.1] If the Business provides documentation to the Client, or the Client purchases documents from Aurora Business Solutions' digital store, the Client must not take this as factual and take reasonable steps to ensure it is checked by a qualified legal person, if necessary and the use permits. The Business is not liable for the contents or consequences of any document produced which the Client has failed to have checked with the appropriate legal body.

[9.2] In the event of a legal collection, the Client is responsible for all legal costs incurred including those associated with breach of these terms.

[9.3] The Business makes no warranties on the work provided to the Client and is not liable for any damage the Client's business suffers as a consequence.

[9.4] The Business's liability for any claims related to services is limited to the total fees paid by the Client in the preceding 3 months.

Payment Methods & Liability

[10.1] All payments for our services/products are processed securely through a third-party payment provider. We do not collect or store any payment details (such as credit/debit card numbers) on our systems. By proceeding with a payment, the Client acknowledges and agrees that they are submitting their payment information directly to the third-party payment provider, and not to Aurora Business Solutions.

[10.2] Aurora Business Solutions is not liable for any issues, errors, or losses that may arise from the use of the third-party payment provider. It is the responsibility of the Client to review and accept the terms and conditions of the chosen payment provider prior to making payment. By continuing to payment, the Client confirms they have read, understood, and accepted those terms and conditions.

Aurora Business Services Special Clauses: Store

1. Digital Product Licensing & Usage Rights

Upon purchase, the Client is granted a non-exclusive, non-transferable, single-use license for personal or internal business use only. The Client may not reproduce, distribute, resell, share, or otherwise exploit the digital products for commercial purposes without prior written consent from Aurora Business Solutions.

2. No Physical Delivery

All products sold are digital in nature. No physical items will be shipped. The Client is responsible for ensuring they have appropriate software or applications to access and use the digital files provided.

3. No Refunds on Digital Downloads

Due to the nature of digital products, all sales are final. We do not offer refunds, exchanges, or cancellations once the purchase has been completed and the product has been accessed or downloaded.

4. Intellectual Property

All digital products and content remain the intellectual property of Aurora Business Solutions. No ownership or intellectual property rights are transferred to the Client upon purchase.

5. Download Access & Expiry

Clients will have access to download their purchased digital products for 30 days from the date of purchase. It is the Client's responsibility to download and store the product within that period.

6. Technical Issues

Aurora Business Solutions is not responsible for technical issues related to the Client's device, internet connection, software, or failure to download the product. If you experience problems accessing your product, please contact us within 5 working days for assistance at:

hello.aurorabusinesssolutions@gmail.com.

7. Disclaimer

All digital products are provided for informational purposes only and do not constitute legal, financial, or professional advice. Aurora Business Solutions makes no guarantees regarding outcomes based on the use of these products. Use is at the Client's own risk.

Changes to Terms of Business:

The Business may change the Terms of Business at any stage for reasons including:

- were law depicts it necessary
- were the Business depicts it necessary
- were annual Service and price reviews deem it necessary
- were it has been priorly agreed between Business and Client.

In these instances the Client will be instructed of changes and issued with a copy of the most current Terms of Business.