

Terms and conditions



In these terms and conditions CHINESE BUSINESS SUPPORT Ltd company registered number 04861127 whose registered office is 122 Bath Road, Cheltenham GL53 7JX is referred to as CHINESE BUSINESS SUPPORT. The customer of **CHINESE BUSINESS SUPPORT** is referred to as the Customer.

Card services:

1. CHINESE BUSINESS SUPPORT has or will provide us with a proposal(s) from a third party that provides services related to card payments systems and services ("the Merchant Company"). We may as a result enter into a contract with a Merchant Company for the provision of such services.
2. We do not enter into a contract with CHINESE BUSINESS SUPPORT as instead the role of CHINESE BUSINESS SUPPORT is confined to providing a proposal(s) to us as above. Our dealings with CHINESE BUSINESS SUPPORT do not constitute an offer to us and any proposals or offers provided by CHINESE BUSINESS SUPPORT will be subject to the Merchant Company's own contractual terms.
3. CHINESE BUSINESS SUPPORT makes no promises, representations or guarantees as to any services, prices and or contracts terms offered and or provided by a Merchant Company.
4. CHINESE BUSINESS SUPPORT may receive a modest commission from the Merchant Company. Should we wish to know more as to any commission we are entitled to request that information from CHINESE BUSINESS SUPPORT.
5. We agree that CHINESE BUSINESS SUPPORT is not liable for any dealings, contracts or transactions between us and a Merchant Company it introduces and further any and all transactions, contracts, dealings or payment obligations are our sole responsibility and risk.
6. Should a Merchant Company agree to enter into a contract with us we accept that contract is binding and we will not be entitled to revoke the Merchant Company's acceptance.
7. The Merchant Company shall be entitled at their discretion at any time to refuse entering into a contract with us.
8. CHINESE BUSINESS SUPPORT, its representatives, agents and employees shall incur no liability whatsoever to us (whether said to be incurred directly or indirectly) in connection with any contract we enter into with a Merchant Company save where such liability is incapable of being excluded by law.

Energy services

Definitions

“Agreement”: the contractual relationship between CHINESE BUSINESS SUPPORT and the Customer as set out in these terms and conditions and Letter of Authority.

“Commencement Date”: has the meaning given in clause 1.

“Commission Payment”: the payment CHINESE BUSINESS SUPPORT is entitled to receive from the Supplier as a result of the Customer entering into the Contract.

“Confidential Information”: means such information as one party may provide to the other as part of or in relation to this Agreement.

“Contract”: the contract entered into by you (or by us on your behalf) with the Supplier for the supply of energy and as part of the Services and any extensions to this Agreement.

“Customer Breach”: any act or omission of the Customer that represents a breach of the terms of this Agreement by the Customer.

“Data Protection Legislation”: all relevant data protection and privacy legislation in force from time to time in England and Wales a non exhaustive list of which includes the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

“Letter of Authority”: such letters of authority as the Customer may sign from time to time.

“Services”: the services that we will provide to you including presenting you with details of a proposed supply contract(s) from one (or a number) of Suppliers from our portfolio of suppliers for you to choose to accept and as set out in the Letter(s) of Authority.

“Supplier”: the supplier that you chose to enter into a Contract with.

“Working Day”: Monday to Friday other than a public holiday in England.

1. SUPPLY OF SERVICES

The Customer agrees that:

(i) the Letter(s) of Authority constitutes a request by the Customer to purchase Services in accordance with these conditions. This Agreement shall come into existence (Commencement Date) when the Letter(s) of Authority signed by the Customer is received by CHINESE BUSINESS SUPPORT;

(ii) in return for it requesting CHINESE BUSINESS SUPPORT to provide the Services CHINESE BUSINESS SUPPORT shall do so and shall supply the Services to the Customer as per this Agreement; and

(iii) CHINESE BUSINESS SUPPORT is not a price comparison service. Although CHINESE BUSINESS SUPPORT works with many suppliers of energy it does not have access to every such supplier.

CHINESE BUSINESS SUPPORT does not guarantee that it will arrange what a third party may claim is the cheapest supply available. CHINESE BUSINESS SUPPORT considers a number of factors when assessing which suppliers and which supply contracts are best suited to the Customer.

CHINESE BUSINESS SUPPORT will seek the option(s) that in its opinion is/are best suited to the Customer with price of the supply being just one of the factors to consider.

2. CUSTOMER'S OBLIGATIONS

The Customer agrees:

(i) to co-operate with CHINESE BUSINESS SUPPORT in all matters relating to the Services and not in any way through acts or omissions hinder, prevent or delay the provision of the Services;

(ii) to comply at all times promptly and completely with both this Agreement and any terms and conditions of the relevant Supplier relating to the Contract including for the avoidance of doubt the obligation to make all payments promptly to the Supplier under the Contract;

(iii) to provide such information, data or documents as CHINESE BUSINESS SUPPORT may request from time to time;

(vi) to ensure that all information and documents provided to CHINESE BUSINESS SUPPORT is complete, up to date and accurate at all times;

(v) to provide such assistance as CHINESE BUSINESS SUPPORT may reasonably require from time to time in relation to the Services;

- (vi) to immediately inform CHINESE BUSINESS SUPPORT in the event there is any change in the Customer's circumstances which may affect the provision of the Services and or impact the Contract or proposed Contract;
- (vii) to comply with the provisions of the Bribery Act 2010 and any other applicable legislation;
- (viii) not at any time whether directly or indirectly instruct, direct, permit, cause or allow the Supplier to cease or withhold the payment of any commission to CHINESE BUSINESS SUPPORT; and
- (ix) not at any time to have entered into or enter into any other contract (for any reason including due to a change in tenancy or change in occupancy) for the supply of energy ("Other Contract") for the intended period of the Contract whereby that Other Contract provides energy and/or the Services, whether in whole or in part, to be provided under the Contract.

3. CUSTOMER'S BREACH OF THE AGREEMENT: SUSPENSION AND TERMINATION ***The Customer's attention is drawn to this clause: the consequences of the Customer breaching this agreement***

Without affecting any other right or remedy available to it CHINESE BUSINESS SUPPORT may as it sees fit terminate or suspend the Agreement with immediate effect by giving written notice to the Customer if:

- (i) the Customer commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach to CHINESE BUSINESS SUPPORT's satisfaction within fourteen days of the Customer being notified in writing to do so;
- (ii) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), is subject to a winding up process (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), has a receiver appointed to any of its assets or ceasing to carry on business; or
- (iii) the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

In the event of such termination or suspension CHINESE BUSINESS SUPPORT is relieved of all its obligations under the Agreement.

Further in the event of:

- (i) termination (that may conclude suspension); or
- (ii) any breach of a customer obligation for whatever reason

the Customer will reimburse CHINESE BUSINESS SUPPORT for such loss as CHINESE BUSINESS SUPPORT incurs as a result of the breach including any Commission Payment that would have been due to be received by CHINESE BUSINESS SUPPORT but for the Customer's breach.

4. CONSEQUENCES OF TERMINATION

Termination or expiry of the Agreement shall not affect:

- (i) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry;
- (ii) the liability of the Customer to CHINESE BUSINESS SUPPORT in the event of a Customer Breach; and
- (iii) in any event any liability of the Customer to make a payment to CHINESE BUSINESS SUPPORT of this agreement.

5. COMMISSION PAYMENTS TO CHINESE BUSINESS SUPPORT

The Customer's attention is drawn to this clause: the commission payments that will be made to CHINESE BUSINESS SUPPORT

The Customer agrees and acknowledges the Commission Payment will be due to be made to CHINESE BUSINESS SUPPORT. The timing and amount of the Commission Payment varies from Supplier to Supplier. The Commission Payment is included within the price charged per unit of energy in the Contract. By way of example if the Commission Payment for the supply of energy was 0.5 per unit then the amount payable per unit under the Contract by the Customer would be (i) base price of the unit plus (ii) 0.5p per unit.

Therefore a supply of 40,000 units per year over a two year period would result in total commission payment of £400 for that two year supply.

Should at any time the Customer wish to be provided with more information as to the Commission Payment then it should contact CHINESE BUSINESS SUPPORT

6. LIMITATION OF LIABILITY

The Customer's attention is drawn to this clause: limits to the liability of CHINESE BUSINESS SUPPORT to the Customer

The Customer acknowledges and agrees that by entering into the Contract the Customer contracts directly with the Supplier and not CHINESE BUSINESS SUPPORT for the supply of energy. The Customer therefore further acknowledges that CHINESE BUSINESS SUPPORT incurs no liability arising from or in connection with the Customer's obligations and liabilities arising under the Contract.

The Agreement does not seek to avoid CHINESE BUSINESS SUPPORT's liability to the Customer where such liability arises from dishonesty on the part of CHINESE BUSINESS SUPPORT or death or personal injury on the part of the Customer.

CHINESE BUSINESS SUPPORT's total liability (including any principal, interest, costs and charges whatsoever and howsoever arising) to the Customer shall not in any event exceed the amount of the Commission Payment received by CHINESE BUSINESS SUPPORT.

The Customer acknowledges and agrees that CHINESE BUSINESS SUPPORT, its representatives, agents and employees shall incur no liability to the Customer by virtue of the Agreement or in relation to it save where such liability is incapable of being excluded by law.

Subject to the above CHINESE BUSINESS SUPPORT incurs no liability to the Customer that arises under or in connection with this Agreement in respect of:

- (i) loss of profits;
- (ii) loss of sales or business;

- (iii) loss of agreements or contracts;
- (iv) loss of anticipated savings;
- (v) loss of or damage to goodwill; or
- (vi) indirect or consequential loss.

Should the Customer assert liability on the part of CHINESE BUSINESS SUPPORT then it must notify CHINESE BUSINESS SUPPORT in writing to that effect:

within six calendar months of the first event said to give rise to such liability coming to the attention of the Customer, its agents or representatives; or

within six calendar months of the first event said to give rise to such liability which ought reasonably to have come to the attention of the Customer.

The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail and provide copies of all relevant documents and information.

In the absence of such timely notification CHINESE BUSINESS SUPPORT shall have no liability to the Customer. CHINESE BUSINESS SUPPORT makes no express warranties and specifically disclaims any implied warranties with respect to the performance of Services to the extent permissible by law.

This clause survives termination of the Agreement.

8. DATA PROTECTION

CHINESE BUSINESS SUPPORT does not anticipate receiving any personal data (as defined in data protection legislation from time to time) from the Customer other than contact details of the relevant personnel who are responsible for dealing with the Agreement.

The Customer agrees that CHINESE BUSINESS SUPPORT may share such contact details with the Supplier, its agents and representatives.

Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation.

9. CONFIDENTIALITY

Neither party shall disclose to any third party any Confidential Information in respect of the other at any time acquired in connection with the Agreement and no reference is to be made to this Agreement by either party in any advertising publicity or promotional material without prior written consent of the other party.

10. NOTICES

Any notice given to a party under or in connection with the Agreement shall be in writing and shall be sent by email (to such email address as CHINESE BUSINESS SUPPORT shall provide in request), delivered by hand or by pre-paid first-class post or other next Working Day delivery service at its registered office (if a company) or its principal place of business (in any other case).

Any notice shall be deemed to have been received:

- (i) if sent by email the following Working Day;
- (ii) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
- (iii) 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 at the time recorded by the delivery service.

11. DISPUTE RESOLUTION

The parties will each use their reasonable efforts to negotiate in good faith and settle any major or material dispute that may arise out of or relate to the Agreement. If any such dispute cannot be settled amicably through ordinary negotiations by the respective representatives the dispute shall be referred to the senior representatives nominated by the Parties who will meet (physically or virtually) in good faith in order to try and resolve the dispute.

If the dispute or difference is not resolved as a result of such meetings either party may (at such meeting or within fourteen days of its conclusion) propose to the other in writing that structured negotiations be entered into with the assistance of a neutral adviser or mediator (the Adviser) before resorting to litigation with costs shared equally.

If the parties fail to reach agreement in the structured negotiations within twenty one days of the Adviser being appointed, either party may then refer any dispute to litigation.

12. GENERAL MATTERS

The Customer agrees that any payment it is due to make to CHINESE BUSINESS SUPPORT under the Agreement or otherwise shall be paid within seven days of receiving demand for the same and that it enjoys no right of set off, defence, counter claim or other reason to withhold or delay payment.

If any term or provision of the Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if the Agreement had been agreed with the invalid, illegal or unenforceable provisions eliminated.

The Agreement constitutes the entire agreement between the parties and supersedes any previous agreement or understanding. The Agreement may not be varied except in writing between the parties.

No failure or delay by either party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either party of any breach by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

The parties acknowledge and agree that the Agreement shall not establish or constitute any relationship of partnership, joint venture, franchise or agency between the parties and except as otherwise expressly provided or agreed neither party shall have the power to bind the other without the other's prior written consent.

The Customer agrees not to assign, mortgage, charge, transfer, subcontract, delegate, declare a trust over or deal otherwise with any of its rights and obligations under this Agreement.

The Customer grants CHINESE BUSINESS SUPPORT a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials and information provided by the Customer to a Supplier in relation to a potential Contract.

CHINESE BUSINESS SUPPORT will use its reasonable endeavours to deliver the Services in a timely manner but time shall not be of the essence for performance of the Services.

The Customer agrees that CHINESE BUSINESS SUPPORT does not incur any liability for delay in performing, or failure to perform, any of its obligations as per this Agreement in the event such delay or failure result from partially or entirely events, circumstances or causes beyond CHINESE BUSINESS SUPPORT's reasonable control.

Unless it expressly states otherwise this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

This Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

Food hygiene training services agreement

The Customer wishes to engage with a provider of food hygiene training services and CHINESE BUSINESS SUPPORT is able and willing to provide such services to the Customer.

Definitions

Charges: the payment due to CHINESE BUSINESS SUPPORT under this agreement as set out in the schedule.

Services: the services that CHINESE BUSINESS SUPPORT provides to The Customer under this agreement as set out in the schedule.

1. It is agreed

In consideration of CHINESE BUSINESS SUPPORT agreeing to enter into this agreement with the Customer in respect of the Services payment shall be made to CHINESE BUSINESS SUPPORT under this agreement. The schedule to this agreement forms part of this agreement.

2. The Services

The Customer shall at its own expense provide CHINESE BUSINESS SUPPORT with information together with such documents and assistance as is reasonably required by CHINESE BUSINESS SUPPORT from time to time to provide the Services.

The Customer engages CHINESE BUSINESS SUPPORT to provide the Services to the Customer and CHINESE BUSINESS SUPPORT agrees to provide the Services subject to these terms and conditions with reasonable care and skill.

The supply of the Services is subject to this agreement to the exclusion of any other terms and conditions. Any changes or additions to the Services or this agreement must be agreed confirmed in writing by CHINESE BUSINESS SUPPORT, such confirmation may be by email.

The Services shall insofar as is reasonably practicable be provided in accordance with this agreement and shall be performed at such times as CHINESE BUSINESS SUPPORT shall in its sole discretion decide and during its normal business hours (09.00 to 17.00 Monday to Friday) excluding United Kingdom public holidays.

CHINESE BUSINESS SUPPORT may at any time without notifying The Customer make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements or which do not materially affect the nature or quality of the Services.

The Customer shall afford to CHINESE BUSINESS SUPPORT all reasonable co-operation in all matters relating to the performance of CHINESE BUSINESS SUPPORT's obligations under this agreement. In particular but without limitation to this clause, The Customer shall:
promptly and fully respond to all communications of CHINESE BUSINESS SUPPORT relating to the provision of the Services and ensure (if applicable) that appropriate and suitably qualified members of the Customer's staff are at all reasonable times available to liaise with CHINESE BUSINESS SUPPORT on matters relevant to the provision of the Services;
provide all such access and facilities as CHINESE BUSINESS SUPPORT may reasonably require from time to time to provide the Services; and
provide proper and clear instructions to CHINESE BUSINESS SUPPORT in respect of its requirements in relation to the Services.

CHINESE BUSINESS SUPPORT may elect to suspend the provision of Services if the Customer is in breach of the provisions of this agreement and may at its entire discretion first serve notice of its intention to suspend provision of the Services and allow the Customer seven days to remedy such breach failing which the Services shall be suspended upon notice without prejudice to the obligations and liability of The Customer.

3. Charges and Payment

The Charges for the Services are due and payable as set out in the schedule .

4. Data Protection

The Customer is responsible for ensuring that any personal data as defined by the Data Protection Act 1998 it supplies to CHINESE BUSINESS SUPPORT has been collected within the terms of the Act. CHINESE BUSINESS SUPPORT agrees to process the data in accordance with lawful and reasonable written instructions provided by the Customer.

5. Time

Time shall not be of the essence in respect of the provision of Services notwithstanding any provision to the contrary.

6. Intellectual Property Rights

All confidential information and all other intellectual property rights and technical knowledge shall remain the property of the CHINESE BUSINESS SUPPORT.

The Parties agree that they will not at any time during or after the provision of the Services divulge or allow to be divulged to any person any such information as above except as permitted by law or with the other Party's consent.

7. Limitation of Liability

The entire liability of CHINESE BUSINESS SUPPORT to the Customer under or in connection with this agreement (whether in respect of the provision of the Services, damages, breach, indemnity or otherwise) shall not in any circumstance exceed the amount of the Charges paid to CHINESE BUSINESS SUPPORT for the provision of the Services.

For the avoidance of doubt the Services are confined to the provision by CHINESE BUSINESS SUPPORT to the Customer such training, documentation, information and support as the Parties may agree from time to time and therefore in no circumstances whatsoever may CHINESE BUSINESS SUPPORT become liable to the Customer or any other party, or said to become so liable, for any actions, omissions, costs, losses, sanctions, penalties, rulings, fines and or liabilities on the part of the Customer and or its representatives, employees, associates and or agents that arise or are related directly or indirectly to the Services.

CHINESE BUSINESS SUPPORT shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any material or instructions supplied by the Customer which are incomplete, incorrect, unlawful, illegal, unenforceable, inaccurate, illegible, out of sequence, in the wrong form or in any other way unsatisfactory.

Except in respect of death or personal injury caused by CHINESE BUSINESS SUPPORT's negligence, CHINESE BUSINESS SUPPORT shall not be liable to the Customer by reason of any representation (unless fraudulent), or any term or any duty for any loss of anticipated savings, business revenues, or profits (whether categorised as direct or indirect) or any indirect, special or consequential loss, loss of goodwill, data and all other such loss (whether or not arising in the normal course of business), or other economic loss or other claims however caused under this agreement.

The Customer agrees and acknowledges that the allocation of risk in this clause is fair and reasonable in the circumstances having been taken into account by CHINESE BUSINESS SUPPORT in setting the level of Charges and agreeing the extent of Services.

8. Force Majeure

CHINESE BUSINESS SUPPORT shall not be liable for any default (or deemed to be in breach of contract) by reason of any delay due to any circumstance beyond its reasonable control.

9. Dispute Resolution

The Parties will each use their reasonable efforts to negotiate in good faith and settle any major or material dispute that may arise out of or relate to this agreement. If any such dispute cannot be settled amicably through ordinary negotiations by the respective representatives, the dispute shall be referred

to the senior representatives nominated by CHINESE BUSINESS SUPPORT and the Customer who will meet (physically or virtually) in good faith in order to try and resolve the dispute.

If the Parties fail to reach agreement as above either Party may then refer any dispute to litigation.

10. Warranties

CHINESE BUSINESS SUPPORT makes no express warranties and specifically disclaims any implied warranties with respect to the performance of Services to the extent permissible by law.

CHINESE BUSINESS SUPPORT does not guarantee, and nothing contained in this agreement shall be construed as a guarantee, that the Services performed or to be performed will achieve any projected level of results.

11. Notices

Any notice or other communications to be given under this agreement shall be in writing and may be sent by email (to such email address as CHINESE BUSINESS SUPPORT will provide on request), delivered by hand or sent by first class prepaid recorded delivery post to the relevant address(es) stated above (or to such other address as the addressee may from time to time have notified for that purpose). Communications shall be deemed to have been received, if sent by email the following working day), if delivered by hand at the time of delivery, if posted two working days working days if prepaid airmail) after posting.

12. Indemnity

The Customer shall indemnify and keep indemnified CHINESE BUSINESS SUPPORT and its affiliates and associates from and against all and any liabilities, claims, actions, proceedings, damages and losses suffered or incurred directly or indirectly by CHINESE BUSINESS SUPPORT as a result of any relevant actions and or omissions of the Customer.

13. Acknowledgements and General Matters

The Parties acknowledge that the Services are not fault free and they may be impaired by matters, conditions or circumstances beyond CHINESE BUSINESS SUPPORT's control.

The Customer agrees that (save in respect of statements made fraudulently) it shall have no remedy in respect of any untrue statement upon which it relied in entering this agreement and that its only remedies shall be for breach of contract.

If any term or provision of this agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if this agreement had been agreed with the invalid, illegal or unenforceable provisions eliminated.

CHINESE BUSINESS SUPPORT may at its absolute discretion employ sub-contractors and any third party for carrying out any part of the Services and however it sees fit provide for the delivery of the Services other than through CHINESE BUSINESS SUPPORT' own staff and resources.

No failure or delay by either Party in exercising any of its rights under this agreement shall be deemed to be a waiver of that right, and no waiver by either Party of any breach by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

Except as expressly provided (including in respect of indemnity), the Parties do not intend any term of this agreement to create any rights or benefits to any other Party other than the Parties to the agreement or to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of any third Party which exists or is available apart from the Act.

This agreement shall be governed by the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the courts of England and Wales.

Schedule The Services

The provision of food hygiene training services as agreed by the Parties as to scope, duration and time of delivery. Further detail to be confirmed by CHINESE BUSINESS SUPPORT by email.

The Charges and payment

Payment of an invoice raised by CHINESE BUSINESS SUPPORT under this agreement shall be paid in cleared funds within five working days of its receipt by the Customer.

The inability of CHINESE BUSINESS SUPPORT to deliver any part of the Services in whole or in part or deliver the Services promptly due to direct or indirect actions or omissions on the part of the Customer and or its representatives, associates and agents shall not relieve the Customer of its liability to make payment to CHINESE BUSINESS SUPPORT.

Failure to make payment of any such invoice promptly in cleared funds shall entitle CHINESE BUSINESS SUPPORT:

- (i) at its absolute discretion without notice to cease delivery of the Services;
- (ii) withhold any documentation and or information (digital or hard copy); and
- (iii) charge interest on such unpaid balance at the rate of 8% pa flat on the outstanding balance from time to time.