

The Power Team

Terms and Conditions

1. Definitions and interpretation

1.1 In this agreement;

1.1.1 “Activity Category” means a category of professional activity that Synergy Success Network from time to time determine to be of benefit to participants in its Business Builders Programme;

1.1.2 “Confidential information” means any information relating to a business, including but not limited to products, affairs and finances and trade secrets including technical data and know-how relating to the business or any business contacts and any affiliated companies or subsidiaries;

1.1.3 “Intellectual Property Rights” means any and all patents, Trademarks, service marks, copyright, moral rights, rights in design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether now or in the future subsisting in the United Kingdom or any other part of the world together with all or any goodwill and accrued rights of action;

1.1.4 “Personal Data” means data as defined in section 3(2) of the Data Protection Act 2018;

1.1.5 “The Agreement” means these terms and conditions together with any additional terms in respect of a particular service and any document or documents referred to in any Contract Specification;

1.1.6 “Contract Specification” means a document setting out the necessary details about the specific service requirements; and

1.1.7 “Membership Start Date” the first day of the month following the month of acceptance as a power team member and the annual anniversary of that date.

1.2 Also:

1.2.1 Singular words include the plural and vice versa;

1.2.2 reference to any legislation, statute, enactment, order, regulation or other similar instrument shall be construed as a reference to it as amended or re-enacted;

1.2.3 reference to any person includes natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assignees or transferees;

1.2.4 the words “include”, “includes” and “including” are to be read as if they were immediately followed by the words “without limitation”;

1.2.5 unless the context otherwise requires, references to ‘Synergy Success Network’, ‘we’, ‘our’ or ‘us’ refers to Synergy Success Network Limited or its authorised representatives;

1.2.6 unless the context otherwise requires, references to 'Power Team Member', 'you' or 'your' refer to a Synergy Success Network Business Builders Programme Power Team Member; and

1.2.7 unless the context otherwise requires, references to the 'The Business Builders' or the 'Client' refer to signed up members of the Business Builders Programme:

1.3 These Terms and Conditions shall apply to all and any agreements with Power Team Members and to the exclusion of all other terms and conditions, including any terms and conditions the Power Team Member may purport to apply under any purchase order, confirmation of order or similar documents.

2. Services

2.1. Synergy Success Network will provide you with various opportunities to promote your business to The Business Builders and have identified potential Clients signposted to you.

2.2. You agree to your logo or other device being included in Synergy Success Networks marketing material. If a logo is not available a statement of your company name may be used instead. You give Synergy Success Network an unconditional license for this use for the duration of this agreement. You agree to Synergy Success Network including with your logo or other device or your company name as appropriate, certain information required to identify your business including but not limited to the information required by the Provision of Services Regulations 2009. This will be removed or cease to be made available if you cease to be a Power Team Member for any reason.

2.3. You may also include the Synergy Success Network logo on your website with a hyperlink to our home page. If you cease to be a Power Team Member for any reason permission to use the Synergy Success Network logo in this way will be immediately withdrawn and continued use will be seen as a breach of our Intellectual Property Rights.

2.4. You agree to supply at your own expense all reasonable assistance and all necessary documents, data, or other information or materials including access to relevant personnel required by Synergy Success Network to fulfil this agreement.

2.7. You acknowledge that where you are offered particular benefits they are on such terms as Synergy Success Network in its absolute discretion determines and may be subject to withdrawal or amendment at any time.

3. Power Team Member Undertakings

3.1. Synergy Success Network is committed to ensuring a high standard of ethical and environmental trading practices. To become a Power Team Member a fully completed application form must be completed. This will be reviewed against our membership criteria and any areas of concern will be notified to you.

3.2 In signing this Agreement you undertake that you will comply with the Synergy Success Network Code of Conduct including the obligation to notify Synergy Success Network in all cases of disagreement with a Business Builder Programme member and to agree to follow Synergy Success Network's Dispute Resolution Procedure in the event that a satisfactory solution to a disagreement cannot be found.

3.3. In signing this Agreement, you agree to meet the standards set out in our Ethical Trading Policy. In the event that Synergy Success Network considers that you are not in compliance

with the policy, you must take all such appropriate remedial actions as requested by Synergy Success Network. We recognise that you may not be able to achieve all the standards laid out in the policy immediately but we would expect you to:

3.3.1. Have implemented, or are willing to implement, appropriate and workable processes for raising standards to be compliant with the policy within three months of signing this agreement; and

3.3.2. Be able to demonstrate a responsible and transparent approach to your working and general practices, including your compliance regime; and

3.3.3. Have demonstrated an ongoing commitment to improving working and ethical standards.

4. Price and Payment Terms

4.1. For every increment of 500 Business Builders, the cost of Power Team Membership is £600 per year, for the sake of clarity, if there are between 1 and 500 Business Builders the fee is £600, if there are between 501 and 1000 Business Builders the fee is £1200, if there are between 1001 and 1500 Business Builders the fee is £1800 and so on.

4.2 The cost of membership may be spread over 12 equal monthly payments each due on the first day of the month with the first payment due on the Membership Start Date.

4.3 The first month or part thereof for a new Power Team Member is free.

4.4 If the full membership fee is paid in advance of the Membership Start Date the fee will be discounted by £100 for every 500 Business Builders.

4.5 Where the Power Team member paid in advance and the number of Business Builders crosses an incremental threshold during the course of the Power Team Membership the additional fee discounted by £100 divided by the number of full months of membership remaining will be invoiced immediately. (If the discounted fee increases by £500 and there are nine full months of membership remaining the Power Team Member will be invoiced for £375, if there are six full months of membership remaining, they will be invoiced for £250 and if there are three full months remaining, they will be invoiced for £125.)

4.6 Where the Power Team member did not pay in advance and the number of Business Builders crosses an incremental threshold during the course of the Power Team Membership, the additional fee divided by the number of full months of membership remaining will be invoiced immediately. (If the fee increases by £600 and there are nine full months of membership remaining the Power Team Member will be invoiced for £450, if there are six full months of membership remaining, they will be invoiced for £300 and if there are three full months remaining, they will be invoiced for £150.)

4.7 Where the Power Team member is paying monthly and the number of Business Builders crosses an incremental threshold during the course of the Power Team Membership, the additional fee divided by the number of full months of membership remaining along with the previous monthly payment will be invoiced at the beginning of each subsequent month of membership. (If the fee increases by £600 the Power Team Member will be invoiced for the remaining full months of membership at £100 per month.)

4.8 All fees are subject to VAT at the standard rate.

4.9 The fee is at such rates as Synergy Success Network may from time to time determine. Any changes will be notified in advance and will not be implemented until renewal.

4.10 Synergy Success Network may from time to time provide optional services for an additional fee.

4.11 Any disbursement, reasonable general expenses and reasonable travelling expenses (including mileage at the HMCR rate, hotel and other out-of-pocket expenses) properly incurred in the performance of duties under this Agreement by Synergy Success Network's personnel may be invoiced.

4.12 Please raise any invoicing disputes within 7 days.

4.13 Payments must be made within 7 days of the due date and late payment may attract statutory penalties, interest and debt recovery costs. Such costs may include, but are not limited to, the fees paid to any third-party debt collecting agency instructed to collect the late payment from the Power Team Member.

5. Term and termination

5.1 This Agreement is for 12 months duration together with any additional free period for new Power Team Members.

5.2 The agreement will be automatically renewed on the same terms, apart from the price, unless one of the parties gives the other at least 90 days-notice that they wish to terminate the agreement.

5.3 Power Team Members paying on a monthly basis may terminate the agreement after four monthly payments have been made, on payment of a termination fee of four times the monthly payment amount or the total of the remaining monthly payments whichever is the less (on written notice to the Synergy Success Network giving at least 30 days-notice of the proposed termination date).

5.4 The Power Team Member may terminate the agreement if Synergy Success Network:

5.4.1 commits a serious breach of the terms which it fails to remedy within thirty days of receipt of written notice from the Power Team Member specifying the breach and requesting remedy (on written notice to the Synergy Success Network following the end of the thirty-day period);

5.4.2 persistently neglects, fails or refuses to perform the services to the Power Team Member reasonable satisfaction, which it fails to rectify within thirty days of receipt of written notice from the Power Team Member specifying the nature of the neglect, failure or refusal and requesting rectification (on written notice to the Synergy Success Network following the end of the thirty day period);

5.4.3 acts in any way materially contrary to the Power Team Member interests whilst providing the services which it fails or is unable to correct within fifteen days of receipt of written notice from the Power Team Member specifying the nature of the act and how it is materially contrary to the Power Team Member interests and requesting correction (on written notice to the Synergy Success Network following the end of the fifteen day period);

5.4.4 has a receiving order made against it, or makes any arrangement with its creditors (immediately on notice);

5.5 Synergy Success Network may terminate the agreement if the Power Team Member:

5.5.1 subsequent to acceptance as a Power Team Member is found not to comply with the membership criteria for any reason (immediately on notice);

5.5.2 cannot remedy areas of concern, which in the sole opinion of Synergy Success Network may impact adversely on Client confidence, within thirty days of receipt of written notice from Synergy Success Network specifying the areas of concern and requesting remedy (on written notice at any time following the end of the thirty-day period);

5.5.3 acts in a manner inconsistent with the Power Team Member code of conduct (immediately on notice);

5.5.4 is not fully compliant with the Ethical Trading Policy at any time subject to paragraph 2 above (immediately on notice);

5.5.5 in the reasonable determination of Synergy Success Network fail to demonstrate to the satisfaction of Synergy Success Network, a genuine willingness to work towards meeting all of the provisions of the Ethical Trading Policy within a reasonable time (immediately on notice);

5.5.6 in the reasonable determination of Synergy Success Network fail to demonstrate to the satisfaction of Synergy Success Network, sufficient openness and transparency to allow a robust verification of their working practices (immediately on notice).

5.5.7 makes a referral to a non-Power Team Member for an Activity Category for which there is a Power Team Member in place, (immediately on notice);

5.5.8 is involved in any regulatory actions, civil or criminal proceedings or any other acts or omissions in respect of which may, in the sole opinion of Synergy Success Network, be prejudicial to Synergy Success Network or bring Synergy Success Network or a Power Team Member into disrepute (immediately on notice);

5.5.9 becomes insolvent or makes an assignment for the benefit of creditors (immediately on notice).

5.5.10 fails to make any outstanding payment within fifteen days of receiving written notice from Synergy Success Network that the payment is late (on written notice to the Power Team Member following the end of the fifteen-day period);

5.5.11 commit a serious breach of the terms of the agreement which the Power Team Member fails to remedy within thirty days of receipt of written notice from Synergy Success Network specifying the breach and requesting remedy (on written notice at any time following the end of the thirty-day period);

5.6 The Power Team Member will be liable to Synergy Success Network in respect of all fees and expenses and any outstanding balances must be settled in full on termination.

5.7 The termination of the agreement for whatever reason will be without any compensation or damages to the Power Team Member.

5.8 Termination does not remove the rights of either party to recover damages from the other.

6 Relationship

6.1 At no time will Synergy Success Network personnel hold themselves out as being an employee or legal representative of the Power Team Member or sign any document on the Power Team Members behalf.

6.2 The relationship is limited to the performance of the terms and conditions of the agreement. Nothing in the agreement shall be construed as to create a partnership or to authorise either party to act as a general agent for the other, or to permit either party to bind the other except as set out in the agreement, or to borrow money on behalf of the other or to use the credit of either party for any purpose.

7 Intellectual Property and Copyright

7.1 Any material supplied by Synergy Success Network may be used for the Power Team Members legitimate business purposes and circulated within the Power Team Members organisation provided that no trademark, copyright or other proprietary notices are removed. Material may not otherwise be copied, reproduced or redistributed. In particular it must not be exploited for commercial gain, unless separately agreed in writing, or to cause loss (including loss of profit) to Synergy Success Network.

7.2 The Power Team Member is not entitled to describe the relationship with Synergy Success Network in any terms without prior written consent from us as to the form of wording for each such use.

7.3 This term survives the termination of the agreement for whatever reason.

8 Confidentiality and Information Security

8.1 The Power Team Member agrees to give Synergy Success Network access to certain confidential information relating to the affairs of the business solely for the purpose of fulfilment of the agreement.

8.2 Where it is necessary for Synergy Success Network to share information with third parties solely for the purpose of the fulfilment of the agreement the Power Team Member hereby gives the necessary specific permission and consent to share information to the extent that may be required for the performance of the Services.

8.3 Whilst one party's confidential information is in possession of the other party it is agreed that appropriate and reasonable technical and organisational measures will be taken to protect it against accidental loss, unauthorised disclosure, destruction or damage.

8.4 Both parties agree not to use, sell, market, or disclose confidential information to any third person, firm, corporation, or association for any purpose, without the others express written authorisation, other than to employees and advisors for the purpose of the conduct of discussions or the discharge of any duties under this agreement.

8.5 Third party disclosures will only be made if the third party agrees to be bound by the terms of this agreement in writing. Each party agrees to be liable to the other for any loss or damage caused by any use made of confidential information by any person provided with copies or to whom it has been disclosed. This does not apply to;

8.5.1 any authorised use or disclosure; or

8.5.2 a disclosure required by law; or

8.5.3 any information which is already in (or comes into) the public domain otherwise than through unauthorised disclosure.

8.6 On termination of the agreement and on receipt of a written request both parties agree to:

8.6.1 return, within one month, all hard copies of documents and all samples or other items from which confidential information can be acquired that, at the time of the receipt of the notice, are in their possession

8.6.2 securely delete, (and provide written confirmation within one month), all electronic copies of documents from which confidential information can be acquired that, at the time of the receipt of the notice, are in their control.

8.6.3 These obligations continue with respect to each item of the confidential information following the termination of the business relationship between the parties, and such obligations shall not terminate until such item shall cease to be secret and confidential and shall be in the public domain, unless such has occurred as a result of wrongful conduct by either party or their advisers agents, servants, officers, or employees.

8.7 Both parties consent to the holding and processing of data for legal, personnel, administrative and management purposes.

8.8 All Personal Data, including that of Power Team Members and The Business Builders must be treated in accordance with the Data Protection Act 2018 and this may require the completion of a separate Data Processing Agreement.

9 Assignment and Subletting of Contract

9.1 Synergy Success Network utilises suitable personnel who will comply fully with the terms of the agreement.

9.2 Synergy Success Network may assign its obligations under this Agreement to a third party without the Power Team Members consent.

9.3 Nothing in the preceding sub-clause shall however prevent the Power Team Member from enforcing its rights under this Agreement against Synergy Success Network.

9.4 The Power Team Member may not assign any of its rights or obligations under this Agreement without the prior written consent of a Director of Synergy Success Network and any such attempt is void.

10 Warranty

10.1 Any warranties and conditions provided in this Agreement shall be exclusive.

10.2 All other warranties and conditions, whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the performance of the Services.

10.3 Please remember that the services are provided on an 'as is' basis with no guarantee of success and reliance on information and materials supplied is entirely at the Power Team Members own risk.

10.4 Any statements made about a course of action or foreseeable result is an expression of opinion only, based on information available at the time and is no guarantee of any particular outcome.

10.5 Synergy Success Network excludes all liability in respect of any loss or damage resulting or arising from or in connection with the use of the services.

11 Indemnity

11.1 The Power Team Member shall keep Synergy Success Network indemnified in full against all direct, indirect and consequential liabilities (including, but not limited to, loss of profits, loss of business and loss of contracts), loss, damages, injury, costs and expenses (including legal and professional fees) awarded against or paid by us in connection with any claim made against us arising through the Power Team Member breach of these terms.

11.2 The Power Team Member shall indemnify Synergy Success Network in respect of any direct loss incurred by Synergy Success Network in the performance of the Services in consequence of any negligent act or omission committed by any person or organisation acting on behalf of the Power Team Member.

11.3 Synergy Success Network shall indemnify the Power Team Member in respect of any direct loss incurred by the Power Team Member in consequence of any negligent act or omission committed by any person or organisation acting on behalf of Synergy Success Network in the normal course of the performance of the Service.

11.4 Nothing in the agreement excludes or limits Synergy Success Network's liability for:

11.4.1 death or personal injury resulting from negligence;

11.4.2 any damage or liability incurred by the Power Team Member as a result of fraud or fraudulent misrepresentation by Synergy Success Network; or

11.4.3 any liability which cannot be excluded by law.

12 Limitation of Liability

12.1 The liability of Synergy Success Network to the Power Team Member under this Agreement shall be limited to any direct loss suffered by the Power Team Member as result of the negligent performance of the Services due to a lack of reasonable care and skill and only where the Power Team Member notifies Synergy Success Network of the negligent act or omission in question within seven days of the date when the Power Team Member became, or should reasonably have been, aware of that act or omission.

12.2 Synergy Success Network's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance of the Contract shall be limited to the amount paid by the Power Team Member in the twelve months preceding the date to which any claim relates and will not include liability for loss of profits or data, business interruption or costs of procurement of substitute goods or services, or for any indirect, special or incidental or consequential damages however caused.

12.3 Synergy Success Network shall not be liable for any loss caused by any act or omission of one of its operatives where that operative was not acting in the normal course of performance of the Services.

12.4 Synergy Success Network shall not be liable for any loss or damage arising from the performance of services that amount to a variation of the Services to be performed agreed under this Agreement unless such variation has been agreed in compliance with this Agreement.

12.5 Synergy Success Network shall not be liable for any consequential, special or indirect damages or loss suffered by the Power Team Member, including but not limited to loss of profits and liquidated damages.

13. Force Majeure

13.1 Neither party shall be entitled to damages from the other party, or to terminate this Agreement where the other party acts in default or material breach of this Agreement where that default or breach was caused by conditions or events beyond its reasonable control including, but not limited to:

13.1.1 Strike, lockout or other labour dispute affecting the employees of Synergy Success Network, the Client or the Power Team Member where in the latter case the effect is to prevent or hinder Synergy Success Network's operatives from performing its duties;

13.1.2 Acts of God;

13.1.3 Natural disasters;

13.1.4 Acts of war or terrorism;

13.1.5 Act or omission of government, highway authorities or telecommunications carrier, operator or administrator;

13.1.6 Delay in manufacture, production or supply by third parties of equipment or services required for the performance of the Service;

13.1.7 Any event preventing Synergy Success Network's operatives from attending the Power Team Member's premises to perform the Services including but not limited to adverse weather conditions, road closure or congestion and mechanical breakdown;

13.1.8 Any hazard at the Power Team Member's premises including but not limited to impeded access or exit routes, structural defects, presence of noxious, combustible, radioactive or toxic substance which, in the reasonable opinion of Synergy Success Network, comprises an unacceptable risk to the health and safety of its operatives;

14 Dispute Resolution

14.1 The parties shall attempt to resolve any dispute arising out of or relating to the agreement through negotiations between senior executives of the parties, who have authority to settle the matter.

14.2 If the matter is not resolved by negotiation within 30 days of receipt of a written 'invitation to negotiate', the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution procedure, or in default of agreement, through an ADR procedure as recommended to the parties by the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators.

14.3 If the matter has not been resolved by an Alternative Dispute Resolution procedure within 60 days of the initiation of that procedure, or if any party will not participate in the procedure, the dispute may be referred to arbitration by any party.

14.4 The seat of the arbitration shall be England and Wales.

14.5 The arbitration shall be governed by both the Arbitration Act 1996 and Rules as agreed between the parties.

14.6 Should the parties be unable to agree on an arbitrator or arbitrators, or be unable to agree on the Rules for Arbitration, any party may, upon giving written notice to the other parties, apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators for the appointment of an Arbitrator or Arbitrators and for any decision on rules that may be necessary.

14.7 Nothing in this clause shall be construed as prohibiting a party or its affiliate from applying to a court for interim injunctive relief.

15 General

15.1 This document together with any service specific agreement in relation to a particular Service and any contract specification constitutes the totality of the agreement between the parties in relation to the subject matter and it supersedes all prior agreements and understandings relating to the subject matter.

15.2 Any amendments or variations will only be valid if they are recorded in writing and signed by both parties.

15.3 Any notices required by the agreement will be sent to the signatories by electronic mail or a letter sent by registered post or recorded delivery to the addresses notified at the time of signature.

15.4 The agreement is governed by English Law and the English Courts have exclusive jurisdiction.

15.5 Neither party intends by virtue of the Contracts (Rights of Third Parties) Act 1999 that any of the terms should be enforceable by a person who is not a party to it.

15.6 No failure or delay by either party in exercising any right, power, or remedy under this agreement is a waiver of any such right, power or remedy.

15.7 If any provision of the agreement is unlawful, void or unenforceable it is severed from the agreement and the remaining provisions remain in full force and effect.