



Terms of Business 01/01/2021

1. Interpretation

The “**Agreement**” is the agreement which becomes binding, when you purchase a service from us or directly from the web page.

“**Terms**” means all of the terms and conditions, warranties that apply, regarding your purchase and the service provided.

“**Customer**” or “**You**” means the person or business that has purchased our services.

“**Services**” means the service that you or your company / business have ordered or requested via our web page or have contacted us directly.

“**Supplier**” “**we**” or “**us**” means FreshThinking www.freshthinking.ie 71 Hillcrest, Kilcullen, Co Kildare, R56 AW77, (615632) Registered Office, 71 Hillcrest, Kilcullen, Co Kildare, R56 AW77

2 Terms of Sale.

2.1 All of the service here outlined are only provided as a general guideline and must not be interpreted as an “**offer to sell them**”.

2.2 By purchasing the service you are fully agreeing with all the terms, conditions and data privacy statement here outlined in the terms of business agreement and any additional conditions and warranties that apply.

2.3 Regarding more specific data protection, compliance and expert witness consultancy please refer to the additional conditions and warranties provided

2.4 We reserve the right to decline all orders and additional service requested without giving a reason.

3 Confirmation of Service. We will confirm your payment and service request, as soon as your payment has been received, a binding agreement will apply. You must ensure that all the details received are correct and you must notify us by return by telephone and by sending us an email, of any mistakes or additional queries within 7 days of receipt.

4. Services Availability.

4.1 There may be instances, where the service you have ordered and paid for can no longer be provided.

4.2 In instances where no service has been provided regarding training and other services, and we cannot re-schedule to suit your circumstances a full refund will be applied.

4.3 We reserve the right to alter and change the services provided.

4.4 Regarding more specific data protection, compliance and expert witness consultancy please refer to the additional conditions and warranties provided.

5. VAT and All Payments.

5.1 All payments will be made either directly into our bank account as per the invoice provided or you can pay debit or credit card directly on our web page.

5.2 VAT if applicable will be clearly shown on the price quoted and on the invoice provided. Full payment will have to be made prior to any service been provided.



5.3 Regarding more specific data protection, compliance and expert witness consultancy please refer to the additional conditions and warranties provided.

6. Providing the Service.

6.1 FreshThinking provides: Starter business services, training, specific Human Resource Management Consultancy services as detailed on the web page, workplace investigation and mediation services.

6.3 All our services are confidential.

6.4 The customer will provide: accurate and precise information, will send all additional information requested, will not withhold any important or relevant information on which the advice is required.

6.5 The customer will provide true, accurate and complete information.

6.6 FreshThinking (to include all staff, directors, board members, and associates and agents) will not be liable regarding any damages, consequential loss in tort, breach of contract, negligence, or statutory duty, if incorrect or misleading information has been given. It is the responsibility of the customer to ensure, all of the information provided is true and correct.

6.5 Once we have received your service order, we will contact you to arrange and provide the service you have requested. We will provide our services with due care, attention and diligence.

6.6 We will base any recommendation; on the information you have advised. We understand this information will be true, precise and accurate.

6.7 FreshThinking will not be liable for any damages, consequential losses, whatsoever in tort, breach of contract, negligence or statutory duty, directly or indirectly attributable due to inaccurate, misleading information that you, your agents or any other third party has provided.

6.8 We also reserve the right to appoint another contractor to provide the service.

7. Cancellation Notice and Refunds

7.1 Regarding all bookings for training seminars, you have the right to cancel and obtain a full refund provided the cancellation is received 7 days before the training is to take place.

7.2 Regarding the starter GDPR service you have the right to cancel and obtain a full refund before any online meeting has taken place or within 3 days from the booking been made if no online meeting has taken place and no report has been received.

7.3 For all other data protection, compliance or expert witness consultancy, please refer to additional conditions and warranties applicable.

7.4 We have the right to change, alter any meetings, online training dates arranged due to unforeseen circumstances that may arise, and will re arrange these with you. If we need to cancel the training and you cannot re attend we will refund the full payment made.

8. Complaints and Queries

Fresh Thinking Consulting - 71 Hillcrest, Kilcullen, Co Kildare
T: 045-480877 M: 085-7177888 W: www.freshthinking.ie E: catherine@freshthinking.ie
Company No: 428840



8.1 All complaints and queries must be notified to us within 10 days of the query or problem arising or within 10 days of the completion of the service requested.

8.2 All queries and complaints, you must initially contact us by phone and send us your query and complaint in writing.

8.3 Regarding all other data protection, compliance or expert witness consultancy, please refer to any additional conditions and warranties

9. Limit of Liability and Remedies.

9.1 FreshThinking liability in respect of all services provided will be limited to 100% of the fee recently paid or we may be able to rectify the problem that has arisen.

9.2 FreshThinking, our agents and employees, directors and members of the board, will have no additional liability, in tort, breach of contract, negligence, or statutory duty other than the remedies here mentioned.

9.3 FreshThinking (to include all staff, directors, board members, and associates and agents) will not be liable for any direct or indirect, consequential loss or damage (whether loss of profits, loss of business, depletion of goodwill or otherwise) costs, expenses or third party claims (however caused) that may arise in tort, breach of contract, negligence or statutory duty to include any current or future of profits, fines, punitive and exemplary damages incurred or to be incurred in the future.

9.4 FreshThinking (to include all staff, directors, board members, and associates and agents), will not be held liable, in relation to any loss, damage whether loss of profits, loss of business, depletion of goodwill or otherwise) costs, expenses or third party claims (however caused) that may arise in tort, breach of contract, negligence or statutory duty by you or any third party while using this web page, including any loss or damage, consequential losses, associated with computer viruses or malware that may affect your IT services, computers, mobile phones, data back-up systems and data storage devices including computer software.

9.5 FreshThinking (to include all staff, directors, board members, and associates and agents) will not be liable for any losses, damages, consequential whatsoever in tort, breach of contract, negligence or statutory duty directly attributable due to inaccurate, misleading information that you, your agents or any other third party has provided.

9.6. Regarding all other data protection, compliance or expert witness consultancy, please refer to any additional conditions and warranties.

10. Force Majeure. Due to unforeseen major circumstances beyond our control, that includes (a national disaster, war, change of government policy or regulation, difficulties with suppliers, contractors, strikes and lockouts, notifiable, infectious illness and disease or any other major unforeseen circumstances beyond our control not here mentioned, FreshThinking may need to cancel the service.

10.1 There will be no liability for breach of contract or any additional liabilities regarding any direct or indirect, consequential loss or damage (whether loss of profits, loss of business, depletion of goodwill or otherwise) costs, expenses or third party claims (however caused) that may arise in tort, breach of contract, negligence or statutory duty to include any current or future of profits, fines, punitive and exemplary damages incurred or to be incurred in the future.



10.2 Regarding all other data protection, compliance or expert witness consultancy, please refer to any additional conditions and warranties.

11. Termination of Services

11.1 FreshThinking will terminate all services provided with immediate effect, in the event of any fraud, money laundering or any illegal activities and in the event of non-payment, default by the customer. Should this arise there will be no refunds available. A service termination letter will be sent to your last address.

11.2 FreshThinking may also terminate this agreement, if we cannot obtain instructions from you, a conflict of interest arises, the initial deposit has not been paid, our account not been paid and remains outstanding for 30 days, and no agreed payment has been made, you have lost confidence in our ability or advice, or we cannot accept your instructions for ethical reasons. A service termination letter will be sent to your last address.

11.3 Where a service fee has been agreed and not received, all services will be suspended until full payment has been received.

11.3 All outstanding fees will become payable on the termination of services provided. You will be advised on the balance to be paid.

11.4 Regarding all other data protection, compliance or expert witness consultancy, please refer to any additional conditions and warranties.

12. Website

12.1 The webpage only provides general information and does not provide any advice. You should seek professional advice and assistance, regarding all aspects of data protection, compliance and expert witness.

12.2 You should obtain additional data protection, compliance and expert witness advice from an approved professional, before you implement any additional changes to your business.

12.3 All information here contained cannot be construed as giving or providing any data protection, compliance or expert witness advice.

12.4 FreshThinking will not be liable in reliance regarding information on this web page.

12.5 While we have taken reasonable efforts to ensure the accuracy of the information provided, FreshThinking (to include all staff, directors, board members, and associates and agents) will not be liable, for any losses, damages, consequential whatsoever in tort, breach of contract, negligence or statutory duty, in relation to any inaccurate information here contained.

13 Intellectual Property Rights. All material and documents here contained cannot be reproduced, copied, distributed, or transmitted to any other third party, fully or partly without our written consent or used in any other circumstances

14. Data Privacy Statement. Please refer to our data privacy statement for full details. The data retention is based on the service provided and will not be based on consent. By requesting and applying for our services here outlined, you have agreed to our privacy policy.



15. Applicable Law. In the event of any dispute that may arise, Irish Courts and Irish Law will prevail in all circumstances.

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