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## THE OFFICE OF PROBLEM SOLVING LTD TERMS OF SERVICE

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**BUSINESS CUSTOMERS ONLY:** These Terms apply only to business customers. By placing an order with us, you confirm that you are acting wholly or mainly for purposes relating to your trade, business, craft, or profession, and not as a consumer. We do not sell to consumers, and consumer protection legislation does not apply to purchases made under these Terms. You further confirm that any purchase is made for business purposes and that you have authority to enter into this contract on behalf of a business. The use of a personal email address or personal payment method does not affect your status as a business customer.

### Information About Us

Business name: The Office of Problem Solving Ltd.

Company registration number: 13789589. We are registered in England.

Registered office address: 58 Prescott Lane, Orrell, Wigan WN5 0HS.

Email address: [hello@officeofproblemsolving.co.uk](mailto:hello@officeofproblemsolving.co.uk)

Website ownership: Our site, [www.officeofproblemsolving.co.uk](http://www.officeofproblemsolving.co.uk) is owned and operated by The Office of Problem Solving Ltd.

Telephone number: 01942 387 057.

### 1. Scope Of Services And Products

We provide a combination of:

- digital products (e.g. eBooks, guides, templates);
- fixed-scope services (e.g. diagnostics, review sessions);
- optional follow-up services where agreed separately.

Each purchase relates only to the specific product or service described at the point of sale.

### 2. Digital Products

Our digital products are delivered in electronic format and may include eBooks, workbooks, guides, templates, PDF downloads, and future digital materials we choose to offer. We do not routinely supply physical products; however, we may occasionally include physical items as complimentary extras. These are optional, not guaranteed, and not considered part of your purchase.

Digital products are made available for download following successful payment. Delivery currently occurs via redirect from Stripe to a private page on our website where the download link is presented. We may update the delivery method from time to time and without notice.

### 3. Licence To Use Digital Products

Upon purchase, you are granted a non-exclusive, non-transferable licence to use the digital product for:

- your own use; and/or
- use within your business, including by members of your staff or team.

This licence does not allow you to:

- share, forward, distribute, or gift the product outside your business;
- publish, upload, or reproduce it publicly;
- sell, loan, or make it available to third parties in any form;
- incorporate the material into products or resources you sell or distribute.

You do not own the intellectual property in the product; you are granted a licence to use it under these Terms.

Any unauthorised sharing or distribution of our digital products is a breach of these Terms and may result in legal action.

### 4. Fixed Scope Services

Fixed-scope services are one-off services such as diagnostics, review sessions, and similar engagements.

These services are designed to:

- assess the current position of your business;
- identify issues, risks, and areas for improvement;
- provide structured observations and recommendations.

Unless explicitly stated otherwise:

- services are limited to the scope described at the time of purchase;
- no ongoing support or implementation is included;
- outcomes are not guaranteed;
- delivery timelines are indicative only and may vary depending on availability and the completeness of information provided by you;
- We aim to deliver any follow up report within a reasonable timeframe after the service has been completed, typically 5 - 7 working days.

You acknowledge that:

- recommendations are based on the information available at the time;
- incomplete or inaccurate information may affect the quality of outputs;
- You are responsible for ensuring that relevant information, personnel, and access are available as required for the service to be delivered effectively;
- responsibility for implementation remains with you.

## 5. Booking And Delivery

Where a service includes a booking component:

- you are responsible for selecting a suitable date and time;
- minimum notice periods may apply;
- availability is subject to existing commitments.

If you need to reschedule:

- as much notice as reasonably possible must be provided;
- we reserve the right to charge for missed or late cancellations.

## 6. Pricing And Payment

Prices for digital products and fixed scope services are stated at the point of purchase. Payment is taken via secure third-party platforms such as Stripe or PayPal. By completing payment, you enter a binding contract under these Terms.

All prices are stated exclusive of VAT or other applicable taxes unless expressly stated otherwise. You are responsible for paying any applicable taxes.

We do not process card details ourselves. Your transaction is subject to the payment provider's terms and privacy policies.

For fixed-scope services:

- payment is required in advance;
- bookings are confirmed only after payment is received;
- unless otherwise stated, fees are non-refundable.

## 7. No Reliance

You acknowledge that you have not relied on any statement, representation, assurance, or warranty that is not expressly set out in these Terms.

## 8. Suspension or Termination

We may suspend or terminate your access to any digital product or service immediately if:

- you breach these Terms; or
- we reasonably believe your use risks harm to our business, systems, or intellectual property.

Termination does not affect any rights or obligations accrued before termination. No refunds are payable where termination arises from your breach.

## 9. Refunds And Cancellations

Because digital products cannot be returned once downloaded or accessed, all sales are final and non-refundable.

You acknowledge that:

- once payment is completed, the product is considered delivered;
- accessing or downloading the product removes your right to cancel;
- no refunds are given for change of mind or mistaken purchase.

If you experience technical issues preventing access to the product, please contact us at [hello@officeofproblemsolving.co.uk](mailto:hello@officeofproblemsolving.co.uk) and we will assist with restoring access where possible.

For fixed scope services:

- refunds are not provided once work has commenced;
- this includes review of submitted information and preparation prior to delivery.

## 10. Intellectual Property

All digital products are owned by or licensed to us and are protected by copyright and intellectual property law. Purchase does not transfer ownership.

Without our written permission, you must not:

- copy, forward, or share digital products with anyone outside your business;
- upload or distribute digital products publicly;
- remove branding, copyright notices, or attribution;
- create derivative works for distribution or sale.

We reserve the right to take legal action to protect our intellectual property where necessary.

Any reports, materials, or outputs provided as part of a service are for your internal use only and must not be distributed externally without permission.

## 11. Access And Availability

We make reasonable efforts to ensure digital products are available for download after purchase. However, we do not guarantee ongoing access indefinitely. We recommend saving a local copy after download.

We are not responsible for loss of access caused by device failure, email issues, third-party platform issues, or changes in software compatibility.

## 12. Data Protection And Privacy

We process personal data in accordance with applicable data protection laws, including the UK GDPR and the Data Protection Act 2018. Details of how we collect, use, store, and protect personal data are set out in our Privacy Policy, which forms part of these Terms and is available on our website. By purchasing from us or using our services, you acknowledge that you have read and understood our Privacy Policy.

## 13. Updates And Revisions

We may update, correct, or improve digital products at any time. Purchases grant access to the version available at the time of purchase. We do not guarantee future updates will be supplied free of charge unless stated otherwise.

## 14. Indemnity

You agree to indemnify us against any third-party claims, losses, damages, or expenses arising directly from:

- your breach of these Terms; or
- your misuse of our products or services.

This indemnity does not apply to the extent the claim arises from our negligence or breach.

## 15. Limitation Of Liability

Except where liability cannot be limited or excluded by law, we will not be liable for any loss or damage arising out of or in connection with the purchase, delivery, use, or inability to use any digital product or service, whether in contract, tort (including negligence), breach of statutory duty, or otherwise.

This includes, without limitation:

- loss of profit, revenue, sales, or business;
- loss of anticipated savings;
- loss of business opportunity, goodwill, or reputation;
- business interruption or downtime;
- indirect, incidental, special, or consequential loss or damage;

- loss or corruption of data, files, or software;
- issues caused by device incompatibility, download failure, or user misuse.

These losses are excluded whether or not they were foreseeable or within the contemplation of the parties.

You acknowledge that digital products and services are provided "as is" and that suitability for your specific use cannot be guaranteed.

Our total liability arising out of or in connection with any contract shall not exceed the total amount paid by you for the relevant product or service. This cap applies to all claims arising out of or in connection with the same product or service, whether in contract, tort, or otherwise.

Nothing in these Terms limits or excludes our liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any liability that cannot legally be limited.

## **16. No Partnership Or Agency**

Nothing in these Terms creates or is intended to create a partnership, joint venture, or agency relationship between the parties.

## **17. Force Majeure**

We are not liable for any delay or failure to perform our obligations where this is caused by events beyond our reasonable control, including but not limited to internet outages, platform failures, supplier issues, or acts of God.

## **18. Assignment**

We may assign or transfer our rights and obligations under these Terms without restriction. You may not assign or transfer your rights without our prior written consent.

## **19. Entire Agreement**

These Terms constitute the entire agreement between the parties and supersede all prior discussions, agreements, or understandings.

## **20. Severability**

If any provision is found to be invalid or unenforceable, the remaining provisions will continue in full force.

## **21. No Waiver**

Failure to enforce any provision of these Terms does not constitute a waiver of that provision.

## 22. Governing Law

These Terms are governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction.

## 23. Contact

If you have questions about these Terms or need support accessing a digital product, you may contact us using the contact details in the Information About Us section.