

TERMS OF BUSINESS

Re:Now Consultancy Limited

Company number: 17021690 | Registered office: Victoria House, The Avenue, Truro, Cornwall, United Kingdom, TR1 1HT

1. About These Terms

1. These Terms of Business ("Terms") apply to all sustainability consultancy, advisory, training and related services provided by Re:Now Consultancy Limited ("the Company", "we", "us", "our") to any client ("you", "your", "the Client").
2. These Terms provide a general summary of the basis on which we work with clients. Where you engage us for a specific project, the detailed scope, fees, timescales and deliverables for that engagement will be set out in a separate Consultancy Services Agreement and an accompanying Statement of Work, which will take precedence over these Terms in the event of any conflict.
3. By instructing us, engaging our services, or signing a Consultancy Services Agreement, you agree to be bound by these Terms as they apply to that engagement.

2. Our Services

4. We provide sustainability consultancy services which may include, without limitation:
 - Design, implementation and review of environmental management systems, including in line with relevant International Standards (such as the ISO 14001 family);
 - Sustainability strategy development, target-setting and roadmaps, including pollution prevention planning, environmental reviews and internal/external audits carried out as part of a strategy or compliance engagement;
 - Compliance advice in relation to environmental and sustainability-related regulatory frameworks, including the running of stakeholder initiatives where these form part of a compliance or strategy engagement;
 - Carbon accounting and organisational carbon footprint reporting;
 - Sustainability-related internal and external communications, including stakeholder and public-facing reporting and messaging;
 - Training, workshops and team motivation sessions relating to sustainability practice.
5. Services may be provided on a discrete project or deliverable basis, or on an embedded, interim or part-time basis (for example, acting as an outsourced or interim sustainability manager for a client over a defined period). Where services are provided on an embedded or interim basis, the Statement of Work for that engagement will describe the role, time commitment and reporting lines, but the engagement remains one of independent contractor consultancy services and does not create any contract of employment, agency, or relationship of control by the Client over the Company or its personnel.

6. For clarity, we does not design, originate, structure, issue or trade carbon credits or carbon offset products, and nothing provided constitutes financial or investment advice in relation to such products. For the avoidance of doubt, this does not exclude advice on the integration of third-party carbon credits into a client's decarbonisation plans and sustainability strategy, on communications regarding the use of credits, or on the assessment of credit quality, where such advice forms part of the agreed Services. Nothing we provide should be treated as legal, tax, or financial/investment advice, and you should seek specialist advice on such matters separately.

3. Engagement Process

7. Before commencing any chargeable work, we will typically hold an introductory discussion to understand your requirements. Where we agree to proceed, we will issue a Consultancy Services Agreement together with a Statement of Work setting out the specific services, fees, timetable and any other relevant terms for that engagement.
8. We reserve the right to decline to act for any prospective client, and to cease acting for an existing client on reasonable notice, in accordance with the terms of the relevant Consultancy Services Agreement.

4. Fees and Payment

9. Fees for any engagement will be set out in the relevant Statement of Work and may be calculated on a fixed-fee, time-based, retainer, or other basis as agreed.
10. Unless otherwise agreed in writing, invoices are payable within 14 days of the invoice date. We reserve the right to charge interest on overdue amounts at the statutory rate under the Late Payment of Commercial Debts (Interest) Act 1998.
11. All fees are exclusive of VAT, which will be added at the prevailing rate where applicable.
12. We may request payment of fees in advance, on account, or in stages, as set out in the relevant Statement of Work.

5. Client Responsibilities

13. To enable us to provide our services effectively, you agree to:
 - Provide accurate, complete and timely information, data and access reasonably required for the engagement;
 - Make available appropriate personnel, premises or systems access where relevant to the scope of work;
 - Inform us promptly of any changes in circumstances that may affect the engagement.
14. We are not responsible for delays, errors or omissions in our services arising from inaccurate, incomplete or late information or materials provided by you.

6. Confidentiality

15. Each party agrees to keep confidential any non-public information disclosed by the other in connection with an engagement, and to use it only for the purposes of that engagement, save where disclosure is required by law or regulation. Where confidential information needs to be discussed before a Consultancy Services Agreement is signed (for example, during

scoping of a proposal), the Company will typically ask you to sign a Non-Disclosure Agreement first; once a Consultancy Services Agreement is in place, its confidentiality clause governs in place of any earlier Non-Disclosure Agreement.

7. Intellectual Property

16. Unless otherwise agreed in writing in a Consultancy Services Agreement, all reports, templates, methodologies, tools, training materials and other materials prepared by Re:Now Consultancy Limited remain our intellectual property. On full payment of fees for an engagement, we grant you a non-exclusive licence to use deliverables prepared specifically for you for your internal business purposes.
17. We retain the right to use generic methodologies, know-how and templates (excluding your confidential information) in our work for other clients.

8. Use of Subcontractors

18. We may, where relevant to an engagement and as set out or agreed in the relevant Consultancy Services Agreement, engage suitably qualified subcontractors or independent contractors to assist in the delivery of services. Where we do so, we remain responsible to you for the overall delivery and quality of the services, and any subcontractor will be bound by confidentiality obligations no less onerous than those we owe to you.

9. Limitation of Liability

19. We will perform our services with reasonable skill and care. However:
 - We do not guarantee any particular outcome, including but not limited to certification under any standard, regulatory approval, or achievement of any sustainability or carbon target;
 - Our liability for any claim arising out of or in connection with an engagement shall, save in respect of liability that cannot be excluded or limited by law (including death, personal injury, or fraud), be limited to the fees paid for the specific engagement giving rise to the claim;
 - We shall not be liable for any indirect, special or consequential loss, including loss of profits, business or goodwill.
20. We strongly recommend that you do not rely on any general guidance, training content or website material as a substitute for advice given under a specific engagement, in accordance with our Disclaimer.

10. Data Protection

21. We will process any personal data provided to us in accordance with applicable data protection law (including the UK GDPR and the Data Protection Act 2018) and our Privacy Policy, available on our website.

11. Termination

22. Either party may terminate an engagement in accordance with the termination provisions of the relevant Consultancy Services Agreement. In the absence of specific provisions, either

party may terminate on 30 days' written notice, without prejudice to fees accrued for work carried out up to the date of termination.

12. Complaints

23. If you are unhappy with any aspect of our service, please raise this with us in the first instance so that we can seek to resolve the matter promptly and informally.

13. Governing Law and Jurisdiction

24. These Terms, and any engagement entered into under them, are governed by the laws of England and Wales. Any disputes arising shall be subject to the exclusive jurisdiction of the courts of England and Wales.

14. Contact

25. Any queries regarding these Terms should be addressed to Re:Now Consultancy Limited at Victoria House, The Avenue, Truro, Cornwall, United Kingdom, TR1 1HT.

Last updated: 17/08/2026