

Challenging Behaviour Solutions Ltd / Terms and Conditions

1. Introduction

These terms and conditions govern the sale of goods and services by Challenging Behaviour Solutions Ltd (CBSL) and form part of our contractual agreement with you. By accepting an quote or an invoice from CBSL, you agree to be bound by these terms and conditions.

2. Payment Terms

- **Invoices:** Invoices are issued upon delivery of goods or completion of services. Payment is due in full within 30 days of the invoice date, unless otherwise agreed in writing. CBSL reserves the right to charge interest on late payments as outlined in section 4 below.
- **Payment Methods:** Payment can be made via bank transfer, credit card, or other methods as specified on the invoice. Please note that a processing fee may apply to credit card payments.
- Late Payment: Interest on late payments will be charged at 8% per annum above the Bank of England base rate, accruing daily from the due date until payment is received. CBSL reserves the right to charge for any collection costs and legal fees incurred in the recovery of overdue amounts.

3. Delivery of Goods/Services

- **Goods:** Delivery timescales provided are estimates only and may be subject to delays. CBSL is not liable for any delays caused by third parties or circumstances beyond our control.
- Services: Services will be performed in accordance with the agreed terms. CBSL will use reasonable care and skill but cannot guarantee specific outcomes. Any additional services requested beyond the scope of the initial agreement may incur extra charges.

4. No Returns Policy

• **Goods/Services:** Due to the bespoke nature of our services and the potential for customised goods, no returns or refunds are permitted once services have been delivered or goods have been provided. All sales are final. If you believe there is an issue with the service provided, please refer to section 5 for information on structured reviews.

5. Structured Reviews

- **Review Sessions:** Structured reviews are scheduled as per the terms agreed upon at the time of purchase. These reviews are intended to assess and, if necessary, revise the original plan to ensure its effectiveness.
- Additional Costs: Any further revisions or additional services requested outside the scope of the original plan may be subject to additional charges. Details of any such charges will be provided in advance.

6. PayItMonthly Terms

• **Signed Invoice Requirement:** When using PayltMonthly to finance your purchase, you must provide CBSL with a signed invoice confirming receipt of the goods and



completion of the services. This signed invoice is necessary for PayltMonthly to process and release payment to CBSL.

• **Payment Plan:** PayltMonthly allows you to spread the cost of your purchase over monthly installments. The terms of the payment plan will be provided separately and must be adhered to. Failure to comply with the payment plan may result in additional fees or actions as outlined by PayltMonthly.

7. Liability and Indemnity

- Limitation of Liability: CBSL's liability for any loss or damage caused by our products or services is limited to the value of the invoice. CBSL is not liable for any consequential or indirect losses, including but not limited to loss of profit, loss of business, or personal injury.
- Indemnity: You agree to indemnify and hold CBSL harmless from and against any claims, damages, liabilities, costs, and expenses arising out of or related to your use of our goods or services, including any breach of these terms.

8. Governing Law

These terms and conditions are governed by the laws of Scotland. Any disputes arising from these terms will be subject to the exclusive jurisdiction of the courts of Scotland.

9. Data Protection

• **Privacy:** CBSL is committed to protecting your privacy. Any personal data collected will be processed in accordance with our Privacy Policy. We will only use your data for the purposes outlined in our Privacy Policy and will not disclose it to third parties without your consent, except as required by law.

10. Termination

• **Termination of Service:** CBSL reserves the right to terminate the provision of goods or services if you breach any terms of this agreement. Upon termination, you will remain liable for any outstanding payments and costs incurred up to the date of termination.

11. Contact Information

For any questions regarding these terms and conditions, or to discuss your invoice, please contact us at:

Challenging Behaviour Solutions Ltd info@cbsl.org.uk 0141 488 2338

12. Amendments

CBSL reserves the right to amend these terms and conditions at any time. Any changes will be communicated to you in writing. Continued use of our goods or services after such changes constitutes acceptance of the new terms.