



These Terms and Conditions shall apply to all business activities, purchases, products and services from Wiz23. Wiz23 Limited, Company Registered in England & Wales Number 15918453.

Clients engaging Wiz23 to carry out work for them, do so with the full knowledge that in doing so they are agreeing to these terms and conditions.

These Terms and Conditions shall not be overridden by Client purchase orders or invoices of purchasers even if this is expressly stated on their documentation.

Where any special agreement is made that falls outside these terms and conditions, it is the responsibility of the Client to ensure that Wiz23 has included those elements in the Engagement Form. This will prevent the occurrence of any conflict between the two parties. If special agreements are omitted, then these Terms and Conditions shall take precedence.

The Engagement Form will be drawn up following quotation and shall include all work that Wiz23 will be completing for the agreed fee.

Products and Services

The Products and Services supplied by Wiz23 are as stated on the website under the People Services, Presentation Design, Training and Events pages. We reserve the right to amend, add or withdraw the services we provide without notice.

Where requirements deviate from those items detailed and as earlier stated, if there are special agreements, the Client must ensure that these are included in the Engagement Form. Signing the Engagement Form begins the contract between the Client and Wiz23 and in doing so, the Client agrees to be bound by the Terms and Conditions set out herein.

Service 1: People Services

In the People space, we provide expert HR consulting, talent development, and organisational design support. Whether it is helping a business to grow its workforce, implement new HR strategies, or enhance employee engagement, we bring thoughtful and practical solutions grounded in experience. It is the responsibility of the client to ensure that the outputs delivered by Wiz23 are in accordance with the clients organisational standards and rules as well as wider legal requirements.

Service 2. PowerPoint Presentation Design

Mutually agreed Project Delivery timings shall be stated in the Engagement Form and Wiz23 shall endeavour to meet or improve on deadlines set. There are circumstances that could prevent deadlines being met and sometimes these could be beyond reasonable anticipation. In such situations and where there may be consequential loss for both parties, the liability shall not be apportioned in any part or solely to Wiz23.

Project Completion

The project shall be deemed complete when the final revisions have been accepted/signed-off by the Client and the Presentation is sent to the Client by Wiz23. Every effort is made to ensure that the composition of each slide is as detailed on the Engagement Form and that the correct English



spelling and grammar is used. Any errors, even in spelling or capitalisation of letters etc should be checked by the Client prior Sign-off so that they can be properly corrected. In the unlikely event that errors are found after sign-off, Wiz23 shall not be able to accept liability.

Unique Video Creation

The Client or the persons chosen by the client shall be solely responsible for all content they provide. This shall be the case no matter the transmission method of that content, be it through sharing publicly including on social media channels or privately to a chosen audience. Should any content feature children under the age of 18 or any other person at risk, then the Client or persons chosen by the client confirm that they give their full permission for the video to be produced and shared.

Wiz23 shall contact any persons nominated by the client to contribute to the Video creation by email. Please ensure that emails supplied to us are checked and correct. Wiz23 cannot be held responsible for the quality or content of videos, photographs or other media sent to us, although we shall provide instructions to help people optimise their outputs. Should Wiz23 deem that any content provided is in any way offensive, inappropriate or harmful, it shall be deleted and therefore excluded from the output.

There will be a deadline provided to clients and to all parties involved to ensure that the output can be created ahead of the required date. Wiz23 shall not be responsible if any content / media is not submitted by the client by given deadlines.

Wiz23 can add music but this shall be Royalty Free Music only and this will be credited on the final page of the Video to ensure that the appropriate credit has been applied to the creator and that all legal obligations have been met. Should the Client require copyrighted music or music which carries a cost, then this can be discussed separately, since there are significant limitations and legal restrictions which will apply.

Should you wish to share your video or content publicly or on any social media outlet then you must also ensure that you have the permission of all those who feature in the output.

Delivery of your product shall be on time and via a safe and secure service. The Client shall be solely responsible for saving the video on to a hard drive or USB stick.

SharePoint Communication site design & development.

We offer a full design and development service to create and improve SharePoint Communication Sites. Prices will be quoted on an individual basis with payment, once agreed, being due in advance as stated in the below 'Payment' Section.

Service 3. Training

Training shall be delivered through 3 different channels; These will be (1) Wiz23 Events hosted by Wiz23; (2) Wiz23 Training created by Wiz23 but hosted by the client and delivered On client property and (3) Contracted Training Service.

(1) Wiz23 Events hosted by Wiz23. These events shall be advertised on the Events Page of the Wiz23.com Website. All details including the day, date, purchase price, venue, timings and content preview of the course shall be stated. The number of places on the course shall also be stated and



are offered on a first come- first served basis. Places shall only be secured once the purchase price of the course is paid in full. Should you later be unable to attend the course, you may send a substitute from your organisation, by prior notification and arrangement with Wiz23. If you are unable to attend and cannot find a replacement, the following charges will apply:

- (i) 16-12 weeks before the course: 25% of the total investment fee
- (ii) 12-8 weeks before the course: 50% of the total investment fee
- (iii) 8-2 weeks before the course: 75% of the total investment fee
- (iv) Less than 14 days before the course: 100% of the total investment fee

Full payment will still be required to hold a place that has been transferred to another person.

(2) Wiz23 Training created by Wiz23 but hosted by the client and delivered On client property. These events shall be arranged using the engagement form and prices quoted on an individual case-by-case basis. As stated in the 'Payment' section, payments for these events shall be required in full and up-front prior to delivery.

(3) Contracted Training Services This service shall be by special arrangement with the client. Day rate fees will be set at a minimum of £650 per day with one full weeks' fee (£3,250) due for payment in full as a retainer at least 1 week prior to the commencement of work. This shall be in addition to the standard daily rates agreed with the client.

Prices

The Prices that Wiz23 charge are as stated in the Prices sections on the Events and Training website pages and are for the Products and Services stated only. Where additional Products and Services are added, requested or removed, a new price may be agreed on a case-by-case basis and this will be fully detailed in the Engagement Form. Prices are reviewed and may be revised from time to time. The Prices charged will be as detailed at that time on the website unless otherwise agreed.

Should there be any project creep instigated by the Client and resultant deviation from these Prices and away from the Engagement Form, Clients will be notified as soon as possible. If this should occur, then the project will stop until a new Engagement Form (which reflects additional work and associated Prices) has been agreed and signed. Please be advised that such changes can affect project delivery dates.

VAT

Please be advised that as a Start-Up, we are not VAT registered and Prices are already set accordingly. Therefore, please be aware that there will be no VAT element listed on our receipts until we are required to register. We thank you for your understanding whilst the business grows.

Payment

Wiz23 is a Start-up company and because we have no transaction history with any Clients yet, we will kindly ask for payment in full up-front and that the funds are fully cleared before we commence work on your project.



Wiz23 accept electronic transfer payments only. This ensures that we minimize our transaction processing charges and is one of the ways we are able to keep our prices competitive.

Wiz23 make the following late payment charges:

Late Payments Charge: 8% plus the Bank of England base rate billed monthly.

Additional Debt Recovery Charges: Up to £999.99 = £40.00*

(*These are one off fees per debt) Up to £1,000.00 to £9,999.00 = £70.00*

Up to £10,000.00= £100.00*

(Late Payment and Additional Debt Recovery Charges set by the **UK Government**
(<https://www.gov.uk/late-commercial-payments-interest-debt-recoveryGoc>).

Cancellation

You are entitled by UK Law to change your mind and cancel the project, product or service at any time and Wiz23 will provide you with the minimum requirement of 14 days after commencement of the contract in which to do so.

If you paid in full up-front and you decide to cancel within the 14-day cooling-off period, you will receive all of your money back unless you have requested for services to be started within this period. Where Wiz23 has commenced work on the project or even completed it during the 14-day cooling-off period, Wiz23 will keep what's necessary to cover the costs already incurred. This could be up to as much as 100% of the total cost.

In the following circumstances, the project will be cancelled automatically:

- The Wiz23 Terms and Conditions are breached by you in any way.
- Wiz23 are unable to make contact with you for a period of 2 weeks.
- If either party becomes insolvent or a formal arrangement with creditors is entered into.
- If Wiz23 breaches the contract in any way and does not rectify this to the Client's requirements.

Should a contract be cancelled by either party, Wiz23 shall retain work completed so far but return any assets provided by the Client. The contract shall normally remain in place until the completion of work and the safe delivery to the client. Should the contract be interrupted or put on-hold the Terms and Conditions shall still apply.

Liability & Dispute Resolution

The liability for Wiz23 shall not exceed the total value of the contract agreed in the Engagement Form. Wiz23 prides itself as a company that wants to optimize the customer journey from start to finish so if there is something you feel we can do better, please let us know and we will do all we can to meet, if not exceed, your expectations. In the very unlikely event that Wiz23 do not provide the Products or Services as agreed then a mutually acceptable settlement can be discussed.

Data Protection and Privacy

This is as stated in the Wiz23 Privacy Policy and available on the website. The date the Policy was last published/updated is provided within the Policy. Please also read our Disclaimer.

Confidentiality



All Clients and Client Data will be treated in the strictest confidence at all times by Wiz23. Wiz23 saves all work on password encrypted systems in the cloud. Wiz23 cannot be held liable for data breaches that occur in the cloud as this is a 3rd Party software provision and neither can we be liable for losses to our Clients as a result of such breaches.

Ownership

Wiz23 shall retain ownership of all images, audio and video files it has produced and the entire presentation until project completion. Should you provide Wiz23 with any assets, such as Company Logos, unique fonts, images and other material, Wiz23 shall accept that you are the legal owner of these assets and you shall be declaring so as acceptance of these terms and conditions and upon signing the Engagement Form. Should it transpire that you are not the legal owner of such assets, you accept full responsibility for any associated claims and their resolution.

Law and Legal Obligations

Wiz23 is a Registered Limited Company in England and Wales and is governed by English law in all matters. Furthermore, Wiz23 shall not deviate from its legal, ethical, environmental and moral responsibilities.