

TERMS & CONDITIONS

Flamingo Climate and Communications Ltd

Updated: December 2023

Terms and Conditions of Service

Flamingo Climate and Communications Ltd trading as Flamingo C&C

Definitions

Flamingo C&C

Flamingo Climate and Communications Ltd, trading as Flamingo C&C, (company number 14711666) registered office 317 Golden Hill Lane, Leyland PR25 2YJ.

Services

Services, products, software and materials supplied to a Client by Flamingo C&C including but not limited to sustainability strategy, content writing and communications, carbon footprinting, research and reports, materiality assessments, training and other advisory services.

Agreement

The agreed scope of works issued by Flamingo C&C to the Client, and agreed to by the client, through acceptance of a proposal or other document.

Client

The organisation or individual procuring Services from Flamingo C&C.

Content

1. General Terms and Conditions

1.1. The Client's provision and use of Services (excluding any services provided to the Client by Flamingo C&C under a separate written agreement) is subject to the terms of a legal agreement between the Client and Flamingo C&C.

1.2. Unless otherwise agreed in writing with Flamingo C&C, the Client's Agreement with Flamingo C&C will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the "Universal Terms".

1.3. The Client's agreement with Flamingo C&C will also include the terms of any Legal Notices applicable to the Services, in addition to the Universal Terms. All of these are referred to as the "Additional Terms". Where Additional Terms apply to a Service, these will be accessible for the Client to read either within, or through its use of that Service.

1.4. The Universal Terms, together with the Additional Terms, form a legally binding agreement between the Client and Flamingo C&C in relation to its use of the Services. It is important that the Client takes the time to read them carefully. Effectively, this legal agreement is referred to below as the "Terms".

1.5. If there is any contradiction between the Additional Terms and the Universal Terms, then the Additional Terms shall take precedence in relation to that Service.

2. Accepting the Terms

2.1. In order to use the Services, the Client must first agree to the Terms. The Client may not use the Services if it does not accept the Terms.

2.2. The Client is accepting the Terms by using the Services. In this case, the client understands and agrees that Flamingo C&C will treat its use of the Services as acceptance of the Terms from that point onwards.

2.3. The Client may not use the Services and may not accept the Terms if (a) it is not of legal age to form a binding contract with Flamingo C&C, or (b) it is a person barred from receiving the Services under the laws of the United Kingdom or other countries including the country in which it is resident or from which it uses the Services.

2.4. Before the Client continues, it should save a local copy of these Terms for its records.

3. Schedule of Fees

3.1. The Schedule of Fees is stipulated in the Agreement.

3.2. The Client agrees to pay the fee, as set out in the Agreement, in full within 30 days of accepting the Agreement or within 30 days of receiving an invoice, unless otherwise agreed.

3.3. Services will commence on Agreement, unless otherwise agreed.

3.4. Any additional costs arising for Flamingo C&C in the delivery of Service, such as travel and accommodation costs for necessary site visits, are chargeable at cost. These will be agreed in advance.

4. Provision of Services

4.1. Flamingo C&C is committed to undertaking Services with diligence, accuracy and professionalism and commit to the highest standards of honesty, integrity and fairness.

4.2. The Client acknowledges and agrees that the form and nature of the Services may change from time to time without prior notice to the Client.

4.3. The Client is expected to and agrees to provide any requested information for the delivery of Services. If requested information is not received within six months (180 days) from the date of Agreement, Flamingo C&C is not obliged to carry out part or all of the Services outlined in the Agreement.

4.4. Payment is non-refundable when Services are not delivered due to a failure on the part of Client to fulfil its responsibility in providing requested information.

4.5. Flamingo C&C acknowledges the importance of impartiality and is committed to fulfil its contractual engagement in an impartial and objective manner in order to endure effectiveness, non-discriminatory practices and consistency.

4.6. The Client shall declare in writing any areas that might cause a conflict and affect the impartiality of Flamingo C&C in the delivery of any Services.

5. Use of Services

5.1. In order to access Services, the Client may be required to provide information about its organisation, for example as part of the onboarding process for the Service and for the continued use of the Services.

5.2. The Client acknowledges responsibility for making available to Flamingo C&C all relevant information which Flamingo C&C consider relevant in the provision of Services. The Client will also ensure that the information supplied is accurate. Flamingo C&C holds no liability for Services which have been provided on the basis of false, inaccurate or incomplete information supplied by the Client. Flamingo C&C is not obliged to provide or reissue Services, once they have been provided, in order to rectify false, inaccurate or incomplete information. Additional payment can be sought from the Client to provide these additional services.

6. Responsibilities of the Client

6.1. The Client makes available to Flamingo C&C any requested documentation and confirms no relevant information has been withheld. During the course of the provision of

Services, and at any time thereafter, if it is found that the Client has knowingly falsified relevant information, withheld information or acted dishonestly for the purpose of 'greenwashing' or otherwise, Flamingo C&C has the right to suspend or cancel Services. Payment is non-refundable when Services are suspended or cancelled due to a failure on the part of Client to fulfil its responsibilities.

6.2. Unless the Client has been specifically permitted to do so in a separate Agreement with Flamingo C&C, the Client agrees that it will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

6.3. The Client agrees that it is solely responsible for (and that Flamingo C&C has no responsibility to the Client or to any third party for) any breach of its obligations under the Terms and for the consequences (including any loss or damage which Flamingo C&C may suffer) of any such breach.

7. Third Party Rights

7.1. The Agreement shall not create or give rise to, nor shall it be intended to create or give rise to, any third party rights.

8. Confidentiality of Information

8.1. Flamingo C&C has a professional duty of confidentiality with respect to the information supplied by the Client. All information received directly or indirectly will be treated as confidential matter. Information will not be passed on to any third party nor may be made accessible in any other form to any third party unless written permission is given by the Client or the passing of information is a requirement between Flamingo C&C and necessary partners.

8.2. The obligation of confidentiality shall continue to remain in effect beyond the termination or completion of Services

8.3. The obligation of confidentiality shall not be deemed to exist if and when Flamingo C&C is able to provide proof of the fact that the information concerned has been:

8.3.1. Generally known in the public domain

8.3.2. Generally disclosed in the public domain through no fault of Flamingo C&C

8.3.3. Made available to Flamingo C&C prior to the conclusion of this Agreement

9. Electronic Communications

9.1. During the provision of Services, Flamingo C&C may communicate with the Client electronically. The Client is aware that the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, delayed or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, whilst Flamingo C&C will use commercially reasonable procedures to secure against IT viruses or malware before sending information electronically and notwithstanding any collateral contract, warranty or representation, neither Flamingo C&C nor its employees or agents shall have any liability to the Client on any basis, whether in contract, tort (including negligence) or otherwise, in respect of any error or omission arising from or in connection with the electronic communication of information to the Client.

9.2. If the communication relates to a matter of significance on which the Client wishes to rely and the Client is concerned about the possible effects of electronic transmission, the Client should request a hard copy of such transmission from Flamingo C&C.

10. Content in the Services

10.1. The Client understands that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which it may have access to as part of, or through its use of, the Services are the sole responsibility of Flamingo C&C. All such information is referred to below as "Content".

10.2. The Client may not film, record, modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless it has been specifically permitted to do so by Flamingo C&C or by the owners of that Content, in a separate agreement.

10.3. Flamingo C&C reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service.

10.4. The Client agrees that it is solely responsible for (and that Flamingo C&C has no responsibility to the Client or to any third party for) any Content that it creates, transmits or displays while using the Services and for the consequences of its actions (including any loss or damage which Flamingo C&C may suffer) by doing so.

11. Rights of use

11.1. Flamingo C&C has the sole authority and right over the Flamingo C&C trade name.

11.2. The Client understands and confirms that it holds no ownership, licensing and copyright to trade mark, service mark, trade name and logos provided by Flamingo C&C as part of the Services.

12. Proprietary Rights

12.1. The Client acknowledges and agrees that Flamingo C&C own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). The Client further acknowledges that the Services may contain information which is designated confidential by Flamingo C&C and that it shall not disclose such information without Flamingo C&C's prior written consent.

12.2. The Client agrees that it shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Services.

12.3. Unless it has been expressly authorised to do so in writing by Flamingo C&C, the Client agrees that in using the Services, it will not use any trademark, service mark, trade name, logo of any company or organisation in a way that is likely or intended to cause confusion about the owner or authorised user of such marks, names or logos.

13. Content Licence

13.1. The Client understands that Flamingo C&C, in performing the required steps to provide the Services to its users, may (a) transmit or distribute its Content over various public networks and in various media; and (b) make such changes to its Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. The Client agrees that this licence shall permit Flamingo C&C to take these actions.

14. Termination of the Agreement

14.1. Any party desiring to terminate this Agreement may do so for any reason whatsoever by providing written notification to the other party within 14 calendar days of the Agreement date.

14.2. The Agreement shall remain in effect indefinitely, unless otherwise amended or terminated.

14.3. The Client will not be entitled to refund of any payment already made to Flamingo C&C.

14.4. Flamingo C&C may at any time, terminate its legal agreement with the Client if:

14.4.1. The Client has breached any provision of the Terms (or have acted in manner which clearly shows that the Client does not intend to, or is unable to comply with the provisions of the Terms); or

14.4.2. Flamingo C&C is required to do so by law (for example, where the provision of the Services is, or becomes, unlawful);

14.5. Nothing in this Section shall affect Flamingo C&C's rights regarding provision of Services under Section 4 of the Terms.

14.6. When these Terms come to an end, all of the legal rights, obligations and liabilities that the Client and Flamingo C&C have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation.

15. Amendments to the Agreement

15.1. Any party desiring to amend the Agreement shall advise the other party, in writing, of the proposed amendments and should the amendments be acceptable to the other party, it shall be affected within 30 (thirty) days after notification of the suggested amendments.

15.2. Any additional costs arising from an amendment sought by the Client are payable to Flamingo C&C.

16. Exclusion of Warranties

16.1. Nothing in these Terms shall exclude or limit Flamingo C&C's warranty or liability for losses which may not be lawfully excluded or limited by applicable law. Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract or breach of implied terms, or incidental or consequential damages. Accordingly, only the limitations which are lawful in the Client's jurisdiction will apply to it and Flamingo C&C's liability will be limited to the maximum extent permitted by law.

16.2. The Client expressly understands and agrees that the use of the Services is at the Client's sole risk and that the Services are provided "as is" and "as available."

16.3. In particular, Flamingo C&C do not represent or warrant that:

16.3.1. The Client's use of the Services will meet The Client's requirements,

16.3.2. The Client's use of the Services will be uninterrupted, timely, secure or free from error.

16.4. No advice or information, whether oral or written, obtained by the Client from Flamingo C&C or through or from the Services shall create any warranty not expressly stated in the Terms.

16.5. Flamingo C&C further expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.

17. Limitation of liability

17.1. Subject to overall provision in paragraph 9.1 above, the Client expressly understands and agrees that Flamingo C&C shall not be liable to the Client for:

17.1.1. Any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by the Client, however caused and under any theory of liability. This shall include, but not be limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss;

17.1.2. Any loss or damage which may be incurred by the Client, including but not limited to loss or damage as a result of:

17.1.3. Any changes which Flamingo C&C may make to the Services, or for any permanent or temporary cessation in the provision of the Services (or any features within the services);

17.1.4. The deletion of, corruption of, or failure to store, any content and their communications data maintained or transmitted by or through the Client's use of the services;

17.1.5. The Client's failure to provide Flamingo C&C with accurate information;

17.1.6. The Client's failure to keep its password or account details secure and confidential;

17.2. The limitations on Flamingo C&C's liability to the Client in paragraph 16.1 above shall apply whether or not Flamingo C&C has been advised of or should have been aware of the possibility of any such losses arising.

17.3. The total extent of Flamingo C&C's liability to the Client shall not exceed the total amount that has been paid for Services provided.

18. Other content

18.1. The Services may include hyperlinks to other web sites or content or resources. Flamingo C&C may have no control over any web sites or resources which are provided by companies or persons other than Flamingo C&C.

18.2. The Client acknowledges and agrees that Flamingo C&C is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

18.3. The Client acknowledges and agrees that Flamingo C&C is not liable for any loss or damage which may be incurred by it as a result of the availability of those external sites or resources, or as a result of any reliance placed by the Client on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

19. Changes to the Terms

19.1. Flamingo C&C may make changes to the Universal Terms or Additional Terms from time to time. When these changes are made, Flamingo C&C will make a new copy of the Universal Terms available to the Client and any new Additional Terms will be made available from within, or through, the affected Services.

19.2. The Client understands and agrees that by using the Services after the date on which the Universal Terms or Additional Terms have changed, Flamingo C&C will treat the Clients' use as acceptance of the updated Universal Terms or Additional Terms.

20. Rights to Complaints, Appeals and Disputes

20.1. The Client shall have the right to complain, appeal and/or dispute any Services provided by Flamingo C&C within 30 days of the receipt of Content. Flamingo C&C is obliged to follow the company procedures and complete the said complaint, appeal and/or dispute within 90 days.

21. General Legal Terms

21.1. The Terms constitute the whole legal agreement between the Client and Flamingo C&C and govern the Clients use of the Services (but excluding any services which Flamingo C&C may provide to the Client under a separate written agreement), and completely replace any prior agreements between the Client and Flamingo C&C in relation to the Services.

21.2. The Client agrees that Flamingo C&C may provide notices, including those regarding changes to the Terms, by email, on the Services.

21.3. The Client agrees that if Flamingo C&C does not exercise or enforce any legal right or remedy which is contained in the Terms, this will not be taken to be a formal waiver of Flamingo C&C's rights and that those rights or remedies will still be available to Flamingo C&C.

21.4. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

21.5. The Terms, and the Client's relationship with Flamingo C&C under the Terms, shall be governed by the laws of England without regard to its conflict of laws and provisions. The Client and Flamingo C&C agree to submit to the exclusive jurisdiction of the courts located within the UK to resolve any legal matter arising from the Terms. Notwithstanding this, the Client agrees that Flamingo C&C shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

21.6. In order to properly perform our contract and to administer our services Flamingo C&C collects personal information and data in line with its privacy policy. Flamingo C&C regularly reviews its privacy notice and will make an updated version available upon request.