



TERMS AND CONDITIONS OF SALE

Goldenpath Process Management Ltd

Effective Date: 1 January 2026

Version: 1.1

1. DEFINITIONS

- 1.1 **"Company"** means Goldenpath Process Management Ltd.
- 1.2 **"Customer"** means the person or organisation purchasing Goods and/or Services from the Company.
- 1.3 **"Goods"** means any physical or digital products supplied by the Company.
- 1.4 **"Services"** means consultancy, compliance, process management, training, audit support, and related professional services.
- 1.5 **"Contract"** means any agreement between the Company and the Customer for the supply of Goods and/or Services, including proposals, quotations, or service agreements.

2. GENERAL

- 2.1 These Terms and Conditions apply to all Contracts unless otherwise agreed in writing by the Company.
- 2.2 By placing an order or accepting a quotation, the Customer agrees to be bound by these Terms and Conditions.
- 2.3 No variation of these Terms and Conditions shall be valid unless agreed in writing by the Company.

3. ORDERS AND ACCEPTANCE

- 3.1 All orders are subject to acceptance by the Company.
- 3.2 The Company reserves the right to refuse any order at its discretion.
- 3.3 Any changes to scope, deliverables, or timelines must be agreed in writing and may be subject to revised pricing.

4. PRICING AND PAYMENT

- 4.1 All prices are exclusive of VAT unless stated otherwise.
- 4.2 Payment terms are **15 days from invoice date** unless otherwise agreed in writing.
- 4.3 The Company reserves the right to invoice in stages or monthly for ongoing Services.
- 4.4 Late payments shall accrue interest at **2% per month above the Bank of**



England base rate in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

4.5 The Company reserves the right to suspend delivery of Goods or Services until payment is received in full.

5. DELIVERY AND PERFORMANCE

5.1 Any delivery or completion dates provided are estimates only and not legally binding.

5.2 The Company shall not be liable for delays caused by circumstances beyond its reasonable control (Force Majeure).

5.3 Services are provided using reasonable skill and care in accordance with professional standards.

6. WARRANTIES AND LIABILITY

6.1 The Company warrants that any Goods supplied will be free from material defects for 12 months from delivery.

6.2 The Company does not guarantee specific outcomes or certification results arising from consultancy Services.

6.3 To the maximum extent permitted by law, the Company's total liability under any Contract shall not exceed the total fees paid by the Customer for the relevant Goods or Services.

6.4 The Company shall not be liable for indirect, consequential, or economic losses including loss of profit, business interruption, or loss of data.

6.5 Nothing in these Terms shall limit liability for death or personal injury caused by negligence or for fraud.

7. RETURNS AND CANCELLATION

Goods

7.1 Goods may only be returned with prior written authorisation from the Company.

7.2 Returns must be made within 14 days of delivery and in original condition.

7.3 The Company reserves the right to charge a reasonable restocking fee.

Services

7.4 Once Services have commenced, cancellation is not permitted except by mutual written agreement.

7.5 Where cancellation is agreed, the Customer shall be liable for all work completed to date and any committed costs.



8. INTELLECTUAL PROPERTY

8.1 All intellectual property rights in materials, methodologies, templates, and documentation produced by the Company remain the property of the Company unless otherwise agreed in writing.

8.2 The Customer is granted a non-transferable licence to use such materials solely for its internal business purposes.

8.3 The Customer shall not copy, distribute, or resell Company materials without written consent.

9. CONFIDENTIALITY

9.1 Each party agrees to keep confidential all commercial, technical, and business information obtained under the Contract.

9.2 Confidential information shall not be disclosed to third parties without prior written consent, except where required by law.

10. DATA PROTECTION

10.1 Both parties shall comply with all applicable data protection legislation including the UK GDPR and Data Protection Act 2018.

10.2 Each party shall act as an independent Data Controller unless otherwise agreed in writing.

10.3 Personal data shall be processed only for the purposes of fulfilling the Contract and managing the business relationship.

10.4 Appropriate technical and organisational measures shall be implemented to protect personal data against unauthorised access, loss, or disclosure.

10.5 Further details are provided in the Company's Privacy Policy.

11. FORCE MAJEURE

11.1 The Company shall not be liable for failure or delay in performing its obligations due to events beyond its reasonable control, including but not limited to acts of God, war, strikes, pandemics, or government actions.

12. TERMINATION

12.1 The Company may terminate the Contract immediately if the Customer:

- materially breaches these Terms; or
- fails to make payment when due.

12.2 Upon termination, all outstanding invoices shall become immediately payable.



13. GOVERNING LAW AND JURISDICTION

13.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

13.2 The courts of England and Wales shall have exclusive jurisdiction over any dispute arising from this Contract.

14. AMENDMENTS

14.1 The Company reserves the right to amend these Terms and Conditions from time to time.

14.2 The latest version will be published on the Company's website and shall apply to all new Contracts.

15. CONTACT DETAILS

For any questions regarding these Terms and Conditions, please contact:

Goldenpath Process Management Ltd
1 Innovation Drive
Kings Lynn
PE30 5BY
United Kingdom

Email: projects@goldenpathpm.co.uk