

## TERMS AND CONDITIONS OF SERVICE

In these Terms, when we say **you** or **your**, we mean both you and any entity you are authorised to represent (such as your employer). When we say **we**, **us**, or **our**, we mean Carrie-ann Sudlow Consultancy Ltd (Company Registration No. 09593488). We and you are each a **Party** to these Terms, and together, the **Parties**.

These Terms form our contract with you, and sets out our obligations as a service provider and your obligations as a customer. You cannot use our Services unless you agree to these Terms.

Some capitalised words in these Terms have defined meanings, and each time that word is used in these Terms it has the same meaning. You can find a list of the defined words and their meaning at the end of these Terms.

For questions about these Terms, or to get in touch with us, please email: [contact@carriearnsudlow.co.uk](mailto:contact@carriearnsudlow.co.uk).

*These Terms were last updated on 24 December 2025.*

### 1. Engagement and Term

1.1 These Terms apply from the Commencement Date until the date that is the earlier of:

- (a) the date set out in the Proposal;
- (b) the date the Services are completed (as reasonably determined by us); or
- (c) the date on which these Terms are terminated,

(Term)

### 2. Services

2.1 In consideration of your payment of the Price, we will provide the Services in accordance with these Terms, whether ourselves or through our Personnel.

2.2 If these Terms express a time within which the Services are to be supplied, we will use reasonable endeavours to provide the Services by such time, but you agree that such time is an estimate only.

2.3 You acknowledge and agree that any information, advice, material or work provided by us as part of the Services does not constitute legal, financial, or business strategy advice.

2.4 All variations to the Services must be agreed in writing between the Parties and will be priced in accordance with any schedule of rates provided by us, or otherwise as reasonably agreed between the Parties. If we consider that any instructions or directions from you constitute a variation to the scope of the Services or our obligations under these Terms, then we will not be obliged to comply with such instructions or directions unless agreed in accordance with this clause.

2.5 We may review and adjust our prices annually. We will provide you with 30 days' written notice of any price changes. If you do not agree to the price adjustment, you may terminate these Terms by giving us notice in writing before the price change takes effect.

2.6 You acknowledge and agree that:

- (a) our Services may involve the use of third-party platforms, software, or services (including but not limited to Google, social media platforms, and other digital marketing tools);
- (b) we are not responsible for the performance, availability, functionality, or changes to any third-party platforms or services, including algorithm changes, policy updates, or service interruptions;
- (c) we do not guarantee any specific results, performance metrics, or outcomes from our Services, as these may be affected by factors beyond our control including third-party platform changes, market conditions, or your own business circumstances; and
- (d) we are not liable for any losses arising from cyber security incidents, hacking, or unauthorised access to third-party platforms or services.

2.7 Where you engage third parties to operate alongside our Services (for example, hosting providers, email service providers, or other software systems you wish us to integrate with), those third parties are independent of us and you are responsible for their goods or services. We will not be liable for any issues, downtime, or problems caused by such third-party providers unless we expressly agree otherwise in writing.

### 3. Your Obligations

3.1 You agree to (and to the extent applicable, ensure that your Personnel agree to):

- (a) comply with these Terms, all applicable Laws, and our reasonable requests;
- (b) provide us with all documentation, information, instructions, cooperation and access reasonably necessary to enable us to provide the Services;
- (c) not (or not attempt to) disclose, or provide access to, the Services to third parties without our prior written consent;

- (d) provide us with current and accurate login credentials and access details for all relevant accounts and platforms;
- (e) promptly notify us of any changes to passwords, account access, or security settings that may affect our ability to provide the Services;
- (f) maintain appropriate security measures for your own accounts and systems; and
- (g) acknowledge that you are responsible for the terms of service and policies of any third-party platforms you ask us to work with on your behalf.

#### 4. Price and Payment

- 4.1 In consideration for us providing the Services, you agree to pay all amounts due under these Terms in accordance with the Payment Terms.
- 4.2 If any payment has not been made in accordance with the Payment Terms, we may (at our absolute discretion, and without prejudice to any of our rights or remedies under these Terms or at Law):
  - (a) after a period of 5 Business Days from the relevant due date, cease providing the Services, and recover, as a debt due and immediately payable from you, our reasonable additional costs of doing so (including all recovery costs); and/or
  - (b) charge interest at a rate equal to the Bank of England's base rate, from time to time, plus 4% per annum, calculated daily and compounding monthly, on any such amounts unpaid after the relevant due date in accordance with the Payment Terms.
- 4.3 By making payment each month, you acknowledge that you are satisfied with the Services provided.

#### 5. Intellectual Property

- 5.1 As between the Parties:
  - (a) we own all Intellectual Property Rights in Our Materials;
  - (b) you own all Intellectual Property Rights in Your Materials; and
  - (c) nothing in these Terms constitutes a transfer or assignment of any Intellectual Property Rights in Our Materials or Your Materials.
- 5.2 As between the Parties, ownership of all Intellectual Property Rights in any New Materials will at all times vest, or remain vested, in you upon full payment of the relevant fees
- 5.3 We grant you a non-exclusive, revocable, royalty-free, worldwide, non-sublicensable and non-transferable right and licence, to use Our Materials that we provide to you, solely for your use and enjoyment of the Services, as contemplated by these Terms.
- 5.4 You grant us a non-exclusive, irrevocable, royalty-free, worldwide, non-sublicensable (other than to our associated bodies corporate, as that term is defined in the Companies Act 2006) and non-transferable right and licence to use Your Materials and the New Materials that you provide to us solely for the purpose of performing of our obligations or exercising our rights under these Terms.
- 5.5 If you (if you are an individual) or any of your Personnel have any Moral Rights in any material provided, used or prepared in connection with these Terms, you agree to (and will procure that your Personnel) waive those Moral Rights and waive all rights to object to derogatory treatment of such material.
- 5.6 This clause 5 will survive termination or expiry of these Terms.

#### 6. Confidential Information

- 6.1 Each Receiving Party agrees:
  - (a) not to disclose the Confidential Information of the Disclosing Party to any third party (subject to subclause 6.1(c));
  - (b) to protect the Confidential Information of the Disclosing Party from any loss, damage or unauthorised disclosure;
  - (c) to only disclose the Confidential Information to those of its Personnel who need to know the Confidential Information in connection with these Terms, provided those Personnel keep the Confidential Information confidential in accordance with this clause 6; and
  - (d) to only use the Confidential Information of the Disclosing Party for the purpose of performing obligations, or exercising rights or remedies, under these Terms.
- 6.2 The obligations in clause 6.1 do not apply to Confidential Information that:
  - (a) is required to be disclosed for the Parties to comply with their obligations under these Terms;
  - (b) is authorised in writing to be disclosed by the Disclosing Party;
  - (c) is in the public domain or is no longer confidential, except as a result of a breach of these Terms or other duty of confidence; or

(d) must be disclosed by Law or by a regulatory authority, including under a summons, or by the rules of any listing authority or stock exchange on which the Receiving Party's shares are listed or traded.

6.3 Each Party agrees that monetary damages may not be an adequate remedy for a breach of this clause 6. A Party is entitled to seek an injunction, or any other remedy available at Law or in equity, at its discretion, to protect itself from a breach (or continuing breach) of this clause 6.

6.4 This clause 6 will survive the termination of these Terms.

## 7. Liability

7.1 Nothing in these Terms limits any Liability which cannot legally be limited, including Liability for:

- (a) death or personal injury caused by negligence; and
- (b) fraud or fraudulent misrepresentation.

7.2 Subject to clause 7.1 (liability which cannot legally be limited), but despite anything else to the contrary in these Terms, to the maximum extent permitted by Law:

- (a) neither Party will be liable for Consequential Loss;
- (b) a Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel), including any failure by that other Party to mitigate its loss; and
- (c) our aggregate liability for any Liability arising from or in connection with these Terms will be limited to 100% of the Price paid or payable by you during the first 12 months of the Term.

7.3 This clause 7 will survive the termination or expiry of these Terms.

## 8. Termination

8.1 Either Party may terminate these Terms at any time by giving 30 days' notice in writing to the other Party.

8.2 These Terms will terminate immediately upon written notice by a Party (Non-Defaulting Party) if:

- (a) the other Party (**Defaulting Party**) breaches a material term of these Terms and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or
- (b) the Defaulting Party goes bankrupt, insolvent or is otherwise unable to pay its debts as they fall due.

8.3 Upon expiry or termination of these Terms:

- (a) we will immediately cease providing the Services;
- (b) any payments made by you to us for Services already performed are not refundable to you;
- (c) you are to pay for all Services provided prior to termination, including Services which have been provided and have not yet been invoiced to you, and all other amounts due and payable under these Terms;
- (d) by us pursuant to clause 8.2, you also agree to pay us our additional costs, reasonably incurred, and which arise directly from such termination (including recovery fees);
- (e) we may retain your documents and information (including copies) to the extent required by Law or pursuant to any information technology back-up procedure, provided that we handle your information in accordance with clause 6; and
- (f) subject to payment of all amounts due and payable by you up to the point of termination, we will transfer ownership of any third-party accounts we created on your behalf and remove our access to such accounts.

8.4 Termination of these Terms will not affect any rights or liabilities that a Party has accrued under it.

8.5 This clause 8 will survive the termination or expiry of these Terms.

## 9. General

9.1 **Amendment:** Subject to clause 2.4, these Terms may only be amended by written instrument executed by the Parties.

9.2 **Contracts (Rights of Third Parties) Act 1999:** Despite any other provision of these Terms, nothing in these Terms confers or is intended to confer any right to enforce any of its terms on any person who is not a Party to it.

9.3 **Dispute Resolution:** In the event of a dispute, the parties will first attempt to resolve the matter through mutual discussion or mediation.

9.4 **Governing Law:** These Terms are governed by the laws of England and Wales and both parties submit to the exclusive jurisdiction of the courts operating in England and Wales.

9.5 **Privacy:** Our Data Processing Addendum is available on our website and forms part of these Terms. To the extent of any inconsistency between these terms and conditions and the Data Processing Addendum, these terms and conditions will prevail.

9.6 **Relationship of Parties:** These Terms are not intended to create a partnership, joint venture, employment or agency relationship between the Parties.

9.7 **Subcontracting:** We may subcontract the provision of any part of the Services without your prior written consent. We agree that any subcontracting does not discharge us from any liability under these Terms and that we are liable for the acts and omissions of our subcontractor.

## 10. Definitions

In these Terms, unless the context otherwise requires, capitalised terms have the meanings given to them in the Proposal, and:

**Business Day** means a day on which banks are open for general banking business in England, excluding Saturdays, Sundays and public holidays.

**Commencement Date** means the date that is the earlier of:

- (a) the date that you accept the Proposal;
- (b) the date that you ask us to begin supplying the Services; or
- (c) the date that you make part or full payment of the Price.

**Confidential Information** means information which:

- (a) is disclosed to the Receiving Party in connection with these Terms at any time;
- (b) relates to the Disclosing Party's business, assets or affairs; or
- (c) relates to the subject matter of, the terms of and/or any transactions contemplated by these Terms,

whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential", and howsoever the Receiving Party receives that information.

**Consequential Loss** includes any consequential loss, special or indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. However, your obligation to pay us the Price and any other amounts payable under these Terms will not constitute "Consequential Loss".

**Disclosing Party** means the Party disclosing Confidential Information to the Receiving Party.

**Intellectual Property Rights** or **Intellectual Property** means any and all existing and future rights throughout the world conferred by statute, common law, equity or any corresponding law in relation to any copyright, designs, patents or trade marks, domain names, know-how, inventions, processes, trade secrets or confidential information, circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing, whether or not registered or registrable.

**Law** means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any government or similar authority with the power to bind or impose obligations on the relevant Party in connection with these Terms or the supply of the Services.

**Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to these Terms or otherwise.

**Moral Rights** has the meaning given in Chapter IV of the Copyright, Designs and Patent Act 1988 and includes any similar rights in any jurisdiction in the world.

**New Materials** means all Intellectual Property developed, adapted, modified or created by or on behalf of us or you or any of your or our respective Personnel in connection with these Terms or the supply of the Services, whether before or after the date of these Terms and any improvements, modifications or enhancements of such Intellectual Property, but excludes Our Materials and Your Materials.

**Our Materials** means all Intellectual Property which is owned by or licensed to us and any improvements, modifications or enhancements of such Intellectual Property, but excludes New Materials and Your Materials.

**Payment Terms** means the timings for payment of the Price and any other amounts payable under these Terms, as set out in the Proposal.

**Personnel** means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents, but in respect of you, does not include us.

**Price** means the price set out in the Proposal, as adjusted in accordance with these Terms.

**Proposal** means the document to which these Terms are attached or incorporated.

**Receiving Party** means the Party receiving Confidential Information from or on behalf of the Disclosing Party.

**Services** means the services set out in the Proposal, as adjusted in accordance with these Terms.

**Terms** means these terms and conditions and any documents attached to, or referred to in, each of them, including the Data Processing Addendum.

**Your Materials** means all Intellectual Property owned or licensed by you or your Personnel before the Commencement Date (which is not connected to these Terms) and/or developed by or on behalf of you or your Personnel independently of these Terms and any improvements, modifications or enhancements of such Intellectual Property, but excludes Our Materials and New Materials.