



Terms & Conditions (B2B Services)

1. Parties & Interpretation

1.1 These Terms govern the supply of services by **Elevate – Business Development Services** to the client identified in an accepted proposal, order form or statement of work (each an **Order**).

1.2 **Client** means the business named on the Order. **Services** means the services described in the Order. **Deliverables** means any materials we create specifically for you as part of the Services. **Contract** means the Order together with these Terms (and any schedules referenced).

2. Scope & Change Control

2.1 We will provide the Services with reasonable skill and care.

2.2 Any work not expressly set out in the Order is out of scope. Changes must be agreed in writing (email suffices) and may impact fees, timings and dependencies.

3. Term, Minimum Commitment & Renewal

3.1 Unless the Order states otherwise, the Contract starts on the Order date.

3.2 **Minimum term: 6 months** from the Service Start Date, **rolling monthly thereafter**. Where the Order states a **12-month** service, that minimum term applies instead.

3.3 After the minimum term, the Contract continues month-to-month until terminated under clause 12.

4. Client Responsibilities

4.1 Provide timely access to information, systems, brand assets, approvals and named contacts.

4.2 Ensure you have all necessary rights to share materials and personal data with us.

4.3 Review and sign off Deliverables promptly; delays may extend timelines.

5. Fees, Invoicing & Payment

5.1 Fees are as set out in the Order (or our current price list for ad-hoc work). All fees are exclusive of VAT (if applicable).

5.2 **Payment timing: Full payment is required in advance before any work begins**, unless otherwise agreed in writing between us and you in exceptional circumstances. For subscription/retainer services, monthly fees are payable in full on the **1st** (or **15th**) of each month, as chosen by you, and services will not begin until cleared funds are received. For one-off projects, payment must be received in full before work commences.

5.3 **Late payment:** we may charge interest and compensation under the **Late Payment of Commercial Debts (Interest) Act 1998** (statutory interest **8% above BoE base rate**) and suspend work after 7 days' notice if sums remain overdue.

5.4 Expenses (eg, travel, stock assets, advertising spend, software) are billable at cost with prior approval.

6. Intellectual Property

6.1 **Pre-existing IP** remains owned by the party that created it.

6.2 **Deliverables:** on **full payment**, we assign to you all IP in bespoke Deliverables created specifically for you, excluding our **Background Materials** (methods, templates, code, libraries, prompts, frameworks). For Background Materials embedded in Deliverables, we grant you a perpetual, non-exclusive licence for your internal business use.

6.3 We may reference your name and non-confidential outcomes in our portfolio/marketing unless you reasonably object in writing.

7. Subcontracting & Personnel

7.1 We may use vetted subcontractors and team members to deliver the Services. We remain responsible to you for performance.

7.2 Where subcontractors process personal data on our behalf, we will have written processor terms in place that meet **UK GDPR Art. 28**.

8. Confidentiality

8.1 Each party must keep confidential the other's non-public information and only use it to perform the Contract, except where disclosure is required by law or to professional advisers under confidentiality obligations.

9. Data Protection

9.1 Each party will comply with **UK GDPR, Data Protection Act 2018** and relevant updates under the **Data (Use and Access) Act 2025**.

9.2 Where we act as **processor** for you, the **Data Processing Addendum (Schedule 1)** applies.

9.3 **International transfers:** if personal data is transferred outside the UK (eg, to team members in South Africa), we will implement a valid transfer mechanism, typically the **UK IDTA** or the **UK Addendum to EU SCCs**, and carry out a transfer risk assessment.

10. Warranties & Disclaimers

10.1 We warrant the Services will be performed with reasonable skill and care.

10.2 Except as stated, all warranties are excluded to the extent permitted by law. You are responsible for compliance decisions (eg, advertising rules, platform policies) and for final approvals.

11. Liability

11.1 Nothing limits liability for fraud, death or personal injury caused by negligence, or for breach of confidentiality/data protection obligations that cannot lawfully be limited.

11.2 Subject to 11.1, neither party is liable for **indirect or consequential** loss, loss of profits, revenue, goodwill or anticipated savings.

11.3 Subject to 11.1, each party's **total aggregate liability** in any 12-month period is capped at **the total fees paid or payable by you in the 12 months preceding the claim.**

12. Suspension & Termination

12.1 Either party may terminate on **30 days' written notice** after the **minimum term.**

12.2 Either party may terminate with immediate effect if the other materially breaches the Contract and fails to remedy within 14 days of notice, or becomes insolvent.

12.3 On termination, you must pay for work done up to termination and any non-cancelable third-party costs. Access to systems and Deliverables may be suspended until amounts are settled.

13. Non-Solicitation

13.1 You agree not to solicit for employment or engagement any of our staff or contractors directly involved in your Services during the Contract and for 6 months after, save for general advertisements not targeting our personnel.

14. Force Majeure

14.1 Neither party is liable for delays or failures caused by events beyond reasonable control (eg, outages, platform changes, epidemics, extreme weather). Timeframes will extend accordingly.

15. General

15.1 Notices may be given by email to the addresses on the Order.

15.2 If any provision is invalid, the remainder remains in force.

15.3 No partnership or agency is created.

15.4 **Governing law:** England & Wales; **exclusive jurisdiction** of its courts.