TERMS OF BUSINESS

Terms of Business

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1 About these terms

1.1 These terms apply to all work The CRM Strategy Co Ltd ("we", "us") carries out for a client ("you"). They are for business customers only and are not intended for consumers.

1.2 Each engagement has a statement of work, signed by both parties, setting out the work, fees and timing. The statement of work and these terms together form the whole agreement between us. They replace any earlier discussions, proposals or representations.

1.3 If the statement of work differs from these terms, the statement of work applies.

1.4 The version of these terms that applies to an engagement is the one published on the date its statement of work is signed. We send a copy of that version with every statement of work.

2 About us

2.1 The CRM Strategy Co Ltd is a company registered in England and Wales (company number 15755678). Our registered office is 38 Middlehill Road, Wimborne, Dorset, BH21 2SE. You can contact us at hello@crmstrategy.com.

3 Scope and timing

3.1 The scope in a signed statement of work is fixed. Any work outside it is agreed in writing before it starts.

3.2 Much of our work depends on access, information and decisions from you. Where these arrive later than planned, we agree revised timing together. The scope does not change.

3.3 A delay on your side does not reduce the fees for time we have already set aside for the work.

4 Fees and payment

4.1 All fees are quoted before VAT. VAT is charged at the current rate where it applies.

4.2 Invoices are payable within 21 days of the invoice date.

4.3 Monthly workstreams are invoiced in advance at the start of each month. Unless agreed otherwise in the statement of work, work begins once the first invoice has been paid.

4.4 Fixed-price projects are invoiced as set out in their statement of work.

4.5 If an invoice is still unpaid 14 days after its due date, we may pause work until it is paid.

4.6 We reserve the right to charge interest and compensation on late payments under the Late Payment of Commercial Debts (Interest) Act 1998.

4.7 Our fees cover our own services. Software licences, platform subscriptions and other third-party costs are paid by you directly.

5 Term and notice

5.1 Monthly workstreams have a minimum term of three months. After that, they continue month by month.

5.2 Fees for the minimum term remain payable if an engagement ends before the minimum term is complete.

5.3 Either party can end a monthly engagement by written notice. Notice ends at the end of the calendar month after the month in which it is given, or at the end of the minimum term if that is later. Fees are payable in full up to that date.

5.4 Fixed-price projects run until the work in the statement of work is delivered. Either party can end one early by written notice. Fees for work completed up to that point remain payable.

5.5 We may end an engagement straight away if payment is more than 14 days overdue, or if continuing would be unreasonable because of your conduct.

6 What we need from you

6.1 You give us the access, information and decisions the work needs, in good time.

6.2 You name someone on your side to own each change we make.

6.3 We only make bulk changes to your data or put new set-ups live with your written approval. Approval by email is enough.

6.4 You are responsible for keeping backups of your own systems and data.

6.5 You remain the data controller for your customer data. You are responsible for your own obligations under UK data protection and electronic marketing law.

7 Third-party platforms

7.1 Our work often runs on software provided by others, such as CRM, email and automation platforms. We are not responsible for their outages, for changes they make to their features or interfaces (including APIs), or for changes to their pricing.

7.2 Where a change by a platform affects work we have delivered, we will tell you. Any further work needed is agreed under clause 3.1.

8 Personal data

8.1 Where an engagement involves handling personal data on your behalf, we put a data processing agreement in place with you before that work begins.

8.2 We use your customer data only for the work you have asked us to do and only as you instruct.

9 Confidentiality

9.1 Both parties keep confidential any commercial information, customer data, pricing or strategy shared during an engagement.

9.2 This obligation continues for 12 months after the engagement ends.

9.3 Neither party shares the terms of an engagement with a third party without the other's written consent, unless the law requires it.

10 Who owns the work

10.1 Everything we create specifically for you belongs to you once our fees for it have been paid. This includes system configuration, documentation and reports.

10.2 We keep ownership of the methods, frameworks and tools we bring to the work. You receive a permanent licence to use and adapt anything of ours built into your work, for your own business.

11 People we introduce

11.1 During an engagement and for 12 months after it ends, you agree not to engage directly, without our written consent, any freelancer or contractor we have introduced to you.

12 Our advice

12.1 We carry out our work with reasonable skill and care. Commercial results depend on many things outside our control, including how the work is adopted, so we cannot guarantee a particular outcome.

12.2 We do not give legal or tax advice. Where a question needs it, we will tell you.

13 Liability

13.1 Our total liability to you under or in connection with an engagement is limited to the fees paid or payable for that engagement in the 12 months before the claim arose.

13.2 Neither party is liable for indirect or consequential loss, or for loss of profit, revenue or data.

13.3 Nothing in these terms limits or excludes liability for death or personal injury caused by negligence, for fraud, or for anything else that cannot be limited or excluded by law.

14 Case studies

14.1 We may describe our work for you in case studies, without naming you or including anything confidential. We only use your name with your permission.

15 General

15.1 Notices under these terms can be given by email to the contacts named in the statement of work.

15.2 If any part of these terms is found to be unenforceable, the rest still applies.

15.3 We may update these terms from time to time. Each signed statement of work stays under the version in force on the date it was signed.

15.4 These terms are governed by the law of England and Wales. The English courts have exclusive jurisdiction.