



Terms and Conditions

Business advisory and fractional commercial leadership services

Supplier	Campbell Commercial Advisory Limited
Company details	Registered in Scotland, company number SC898260
Registered office	25 Ailsh Crescent, Glasgow, G33 1BL
Effective version	Version 1.0 September 2026

These Terms govern the supply of services by Campbell Commercial Advisory Limited to business clients. Each engagement is also described in a proposal, statement of work or other written order. Together, those documents form the contract. Please read them before accepting a proposal or instructing work to begin.

Important: this is a business-to-business document and is not intended for engagements with consumers. It should be reviewed by a Scottish solicitor before first use and whenever the services, insurance arrangements or commercial model materially change.

1 Definitions and interpretation

- 1.1** In these Terms: Business Day means a day other than Saturday, Sunday or a public holiday in Scotland; Client means the organisation named in the Proposal; Confidential Information means non-public commercial, financial, technical, operational or personal information disclosed in connection with the Contract; Contract means the Proposal and these Terms; Deliverables means any specific outputs identified as deliverables in the Proposal; Fees means the charges set out in the Proposal; Proposal means a proposal, statement of work, engagement letter, order form or other written scope accepted by the parties; Services means the advisory, fractional leadership, mentoring, sales performance, commercial strategy, CRM, process optimisation or related services described in the Proposal; and Supplier means Campbell Commercial Advisory Limited.
- 1.2** References to writing include email. Headings do not affect interpretation. References to legislation include amendments and replacement legislation. Words such as including and in particular do not limit the words that precede them.
- 1.3** If there is a conflict, the documents apply in this order: any expressly agreed data processing agreement; the Proposal; these Terms. A Client purchase order or supplier portal term does not amend the Contract unless the Supplier expressly agrees to it in writing.

2 Formation and duration

- 2.1** A Proposal is an invitation to contract and remains open for the period stated in it. The Contract begins when the Client signs or otherwise accepts the Proposal, issues an instruction to begin, or accepts delivery of Services, whichever occurs first.
- 2.2** The Contract continues for the term in the Proposal. If no fixed term is stated, it continues until the Services are completed or terminated under clause 15.



3 Services and standard of care

- 3.1 The Supplier will provide the Services with reasonable care and skill, using suitably experienced personnel, and will use reasonable endeavours to meet any timetable in the Proposal.
- 3.2 Unless the Proposal expressly states otherwise, dates are estimates and time is not of the essence. The Supplier may make reasonable changes to the method of delivery where these do not materially reduce the agreed scope or quality.
- 3.3 The Services are commercial advisory services. They do not constitute legal, tax, accounting, investment or regulated financial advice. The Client remains responsible for obtaining specialist advice where required.
- 3.4 The Supplier does not guarantee any particular revenue, profit, valuation, transaction, funding outcome, sales result or other commercial result. Recommendations depend on the information available and the assumptions stated at the time.

4 Client responsibilities

- 4.1 The Client will cooperate promptly; provide complete, accurate and timely information; give reasonable access to relevant personnel, systems and premises; obtain required permissions and licences; and make decisions and approvals without undue delay.
- 4.2 The Client is responsible for its strategy, management decisions, implementation, legal and regulatory compliance, employment decisions, pricing, contracting, financial controls and use of the Deliverables.
- 4.3 The Supplier may rely on information supplied by or for the Client without independently verifying it, unless the Proposal states otherwise. The Client will promptly correct any information it knows is inaccurate or incomplete.
- 4.4 The Client will maintain appropriate backups, cybersecurity controls and business continuity arrangements for its systems and data.
- 4.5 If the Client causes delay, the Supplier may adjust the timetable and charge reasonable additional Fees and costs resulting from the delay, after giving notice.

5 Fees invoices and payment

- 5.1 The Client will pay the Fees and any applicable VAT as set out in the Proposal. Unless stated otherwise, retainers are invoiced monthly in advance and project, day-rate or hourly work is invoiced monthly in arrears.
- 5.2 Invoices are due within 14 days of the invoice date, without set-off, counterclaim, deduction or withholding except where required by law.
- 5.3 The Client must notify any good-faith invoice dispute within seven days of receipt, explaining the disputed amount and reasons. It must pay the undisputed balance on time. The parties will seek to resolve the disputed amount promptly.
- 5.4 For overdue sums, the Supplier may claim statutory interest, fixed compensation and reasonable recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998, where applicable. The Supplier may suspend Services on at least five Business Days written notice while an undisputed amount remains overdue.



5.5 The Supplier may review recurring Fees on each anniversary of the start date by giving at least 30 days written notice. Any other fee change requires written agreement.

6 Expenses and third party costs

- 6.1 The Client will reimburse reasonable travel, accommodation and other out-of-pocket expenses expressly permitted by the Proposal or approved in advance. Mileage may be charged at the then-current HMRC approved rate unless otherwise agreed.
- 6.2 Third-party products and services are excluded unless expressly stated. Where the Client contracts directly with a third party, that contract is between the Client and the third party. The Supplier is not responsible for the third party's performance.

7 Changes and additional work

- 7.1 Either party may request a change to scope, timing, assumptions, Deliverables or personnel. A change is binding only when agreed in writing, including its effect on Fees and timing.
- 7.2 Work reasonably required outside the agreed scope may be charged at the rates in the Proposal or, if none are stated, at rates agreed before that work begins.

8 Confidentiality

- 8.1 Each party will keep the other party's Confidential Information confidential and use it only to perform or receive the Services. Disclosure is permitted to personnel, professional advisers, insurers and subcontractors who need to know it and are bound by appropriate confidentiality obligations.
- 8.2 This clause does not apply to information that is public other than through breach; was lawfully known without restriction; is lawfully received from a third party; or is independently developed without using the other party's Confidential Information.
- 8.3 A party may disclose Confidential Information where required by law, regulation or a competent authority, but will give advance notice where legally permitted.
- 8.4 These confidentiality obligations continue for five years after termination, except that trade secrets remain protected for as long as they remain trade secrets.
- 8.5 The Supplier will not identify the Client publicly, use its logo or publish a case study without the Client's prior written consent.

9 Data protection

- 9.1 Each party will comply with applicable data protection law, including the UK GDPR and the Data Protection Act 2018.
- 9.2 Unless agreed otherwise, each party acts as an independent controller for business contact details and other personal data it determines how and why to process.
- 9.3 If the Supplier will process personal data on the Client's behalf as a processor, the parties will put an Article 28 compliant data processing agreement in place before that processing begins. The Client will ensure it has a lawful basis and has given required privacy information for personal data it provides.



- 9.4 The Supplier will use appropriate technical and organisational measures and will notify the Client without undue delay after becoming aware of a personal data breach affecting Client personal data processed on the Client's behalf.

10 Intellectual property

- 10.1 Each party retains ownership of intellectual property it owned or developed independently of the Contract. The Supplier retains ownership of its methodologies, frameworks, templates, tools, know-how, working papers and reusable materials, including improvements made during the engagement.
- 10.2 Subject to full payment, the Supplier grants the Client a perpetual, worldwide, non-exclusive, royalty-free licence to use, copy and adapt the Deliverables for the Client's internal business purposes.
- 10.3 The Client may not resell, license, publish or commercially exploit the Supplier's reusable materials, or provide them to a third party for that party's benefit, without prior written consent.
- 10.4 The Client grants the Supplier a non-exclusive licence to use Client materials solely to provide the Services and warrants that their permitted use will not infringe third-party rights.

11 Personnel subcontracting and status

- 11.1 The Supplier controls how and by whom the Services are delivered and may use suitably qualified subcontractors. The Supplier remains responsible for their work and will ensure they are subject to appropriate confidentiality and data protection obligations.
- 11.2 The Supplier is an independent contractor. Nothing creates employment, worker status, partnership, joint venture, fiduciary duty or agency between the parties. Neither party may bind the other.
- 11.3 For 12 months after an individual last works on the Services, the Client will not knowingly solicit that individual for employment or direct engagement without the Supplier's written consent. This does not restrict responses to general recruitment advertising not targeted at that individual.

12 Conflicts and independence

- 12.1 The Supplier may work for other clients, including organisations in similar sectors, provided it protects Confidential Information and manages actual conflicts appropriately.
- 12.2 Each party will disclose an actual conflict of interest promptly. The parties will discuss reasonable safeguards. If an actual conflict cannot reasonably be managed, either party may terminate the affected Services on written notice.

13 Liability

- 13.1 Nothing in the Contract excludes or limits liability that cannot lawfully be excluded or limited, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.
- 13.2 Subject to clause 13.1, neither party is liable for loss of profit, revenue, anticipated savings, business, opportunity, goodwill or reputation, or for indirect or consequential loss. This exclusion does not prevent recovery of Fees properly due to the Supplier.

- 13.3** Subject to clauses 13.1 and 13.2, the Supplier's total aggregate liability arising out of or in connection with the Contract, whether in contract, delict including negligence, misrepresentation, breach of statutory duty or otherwise, will not exceed the greater of: (a) the total Fees paid or payable under the affected Proposal during the 12 months immediately preceding the event giving rise to the claim; and (b) £10,000.
- 13.4** The limits in clause 13.3 do not apply to the Client's obligation to pay Fees, or to either party's liability for breach of confidentiality, infringement of the other party's intellectual property rights, or breach of data protection law. For those matters, liability remains subject to applicable law.
- 13.5** The Client must notify the Supplier of a claim as soon as reasonably practicable after becoming aware of the relevant circumstances and give reasonable information and cooperation to investigate and mitigate it.

14 Indemnity

- 14.1** The Client will indemnify the Supplier against third-party claims, losses and reasonable costs arising from the Supplier's authorised use of Client materials or instructions, to the extent the claim results from infringement, unlawfulness or inaccuracy in those materials or instructions. This does not apply to the extent caused by the Supplier's breach, negligence or wilful misconduct.

15 Termination and consequences

- 15.1** Either party may terminate an open-ended engagement on 30 days written notice. A fixed-term engagement may be terminated for convenience only if the Proposal permits it or the parties agree in writing.
- 15.2** Either party may terminate immediately by written notice if the other party commits a material breach that is incapable of remedy or, if remediable, is not remedied within 14 days after written notice; becomes insolvent or enters an analogous process; or ceases or threatens to cease a substantial part of its business.
- 15.3** The Supplier may terminate or suspend immediately where continuing the Services would reasonably create a legal, regulatory, ethical, safety or serious reputational risk.
- 15.4** On termination, the Client will pay Fees and approved expenses accrued up to the termination date, together with any non-cancellable third-party commitments and any other termination charges expressly stated in the Proposal.
- 15.5** After payment of sums due, the Supplier will provide completed Deliverables then available and reasonably cooperate in an orderly handover. Clauses intended by their nature to survive termination remain in force, including clauses 5, 8, 9, 10, 11.3, 13, 14, 15.4, 15.5, 17 and 18.

16 Force majeure

- 16.1** Neither party is liable for delay or failure caused by circumstances beyond its reasonable control, excluding an obligation to pay money already due. The affected party will notify the other, take reasonable steps to reduce the effect and resume performance when practicable.
- 16.2** If the event continues for more than 30 consecutive days and materially prevents the Services, either party may terminate the affected Services on written notice.



17 General

- 17.1** Notices must be in writing and sent by email to the address stated in the Proposal, or by prepaid first-class post to the registered office or principal business address. Email notices are received on the next Business Day after sending, provided no delivery failure message is received. This clause does not govern formal service of court proceedings.
- 17.2** Neither party may assign or transfer the Contract without the other's prior written consent, not to be unreasonably withheld or delayed, except that the Supplier may assign it as part of a sale or reorganisation of its business.
- 17.3** A failure or delay in exercising a right is not a waiver. If any provision is invalid or unenforceable, it will be modified to the minimum extent necessary or deleted, and the remaining provisions continue.
- 17.4** The Contract is the entire agreement and replaces prior discussions concerning its subject matter. Each party acknowledges that it has not relied on a statement not set out in the Contract, without limiting liability for fraud.
- 17.5** No person other than a party has any right to enforce the Contract under the Contract (Third Party Rights) (Scotland) Act 2017.
- 17.6** A variation is effective only if agreed in writing by authorised representatives of both parties.

18 Governing law and disputes

- 18.1** The parties will first try in good faith to resolve a dispute through discussion between senior representatives. Either party may propose mediation, but mediation is not a precondition to urgent interim relief or court proceedings.
- 18.2** The Contract and any non-contractual obligations arising from it are governed by Scots law. The Scottish courts have exclusive jurisdiction.

Acceptance

These Terms are normally accepted by signing or otherwise accepting the applicable Proposal. The signature section below may be used where the parties wish to sign the Terms separately.

For Campbell Commercial Advisory Limited	For the Client
For the Client:	For the Client:
Name and title:	Name and title:
Signature:	Signature:
Date:	Date: