

TERMS AND CONDITIONS OF BUSINESS

Sparkline Advisory Ltd

Version 1.1 | Effective May 2026

These terms and conditions govern all engagements between Sparkline Advisory Ltd and its clients. By instructing Sparkline Advisory Ltd to carry out services, or by signing a Statement of Work or engagement letter referencing these terms, the client agrees to be bound by them.

Registered office: Piccadilly Business Centre, Unit C, Aldow Enterprise Park, Blackett Street, Manchester, M12 6AE. Company number: 17164009. Registered in England and Wales.

1. Definitions

In these terms, the following definitions apply:

Sparkline / we / us	Sparkline Advisory Ltd, company number 17164009, registered in England and Wales.
Client / you	The business, organisation, or individual that has instructed Sparkline to provide services.
Engagement	A specific instruction or commission to provide services, as set out in a Statement of Work or engagement letter.
Statement of Work (SOW)	A document issued by Sparkline setting out the scope, deliverables, fees, and timetable for a specific Engagement.
Deliverables	Any reports, documents, data, analysis, software, or other outputs produced by Sparkline under an Engagement.
Background IP	Intellectual property owned by Sparkline prior to or independently of any Engagement, including methodologies, frameworks, models, templates, training materials, tools, and know-how.
Foreground IP	Intellectual property created by Sparkline specifically for the Client in the course of an Engagement.
Confidential Information	Any information disclosed by one party to the other that is marked as confidential or that a reasonable person would consider to be confidential.
Change Request	A written request from either party to modify the scope, deliverables, timetable, or assumptions of an Engagement.

2. Basis of Engagement

2.1 These terms apply to all services provided by Sparkline and form the basis of the contract between Sparkline and the Client. No other terms (including any terms and conditions of the Client) shall apply unless expressly agreed in writing by a director of Sparkline.

2.2 An Engagement is formed when the Client accepts a Statement of Work or engagement letter, whether by written signature, email confirmation, or by instructing Sparkline to commence work.

2.3 Sparkline provides services on three bases, as specified in the relevant Statement of Work:

(a) Fixed-fee projects - Sparkline agrees to deliver defined outputs for an agreed fee, regardless of time taken.

(b) Time and materials - Sparkline charges an agreed day rate or hourly rate for time spent, with any agreed expenses charged in addition.

(c) Retainer - Sparkline provides an agreed level of availability and/or a defined scope of ongoing services for a fixed periodic fee.

2.4 Where a Statement of Work is silent on a matter, these terms shall govern.

3. Services

3.1 Sparkline shall perform the services set out in the Statement of Work with reasonable care and skill, and in accordance with good industry practice.

3.2 Sparkline shall use reasonable endeavours to meet any timetable set out in a Statement of Work, but time shall not be of the essence unless expressly stated in writing.

3.3 The Client shall provide Sparkline with timely access to information, personnel, systems, and other resources reasonably required to perform the services. Sparkline shall not be liable for any delay or failure resulting from the Client's failure to do so.

3.4 Sparkline may correct or update Deliverables where errors or omissions are identified that arise from Sparkline's own performance of the services.

3.5 Sparkline's services constitute professional advice and opinion based on information provided by the Client. The Client is responsible for its own decisions and for any implementation of recommendations made by Sparkline.

4. Client Responsibilities

4.1 The Client shall provide Sparkline with accurate, complete, and timely information, data, and access as reasonably required for Sparkline to perform the services.

4.2 Sparkline is entitled to rely on information and data supplied by the Client without independent verification, unless expressly agreed otherwise in a Statement of Work. Sparkline shall not be liable for any loss, error, or inadequacy in its Deliverables arising from inaccurate, incomplete, or misleading information provided by the Client.

4.3 The Client shall designate a suitable point of contact who is authorised to provide instructions, approvals, and decisions on behalf of the Client in a timely manner.

4.4 Where the Client's delay in providing instructions, approvals, access, or information affects Sparkline's ability to deliver the services, Sparkline may adjust the timetable and, where additional costs are incurred, may charge for time spent waiting or reworking.

5. Fees and Payment

5.1 Fees shall be as set out in the relevant Statement of Work. Sparkline reserves the right to review its rates annually and shall give the Client not less than 30 days' written notice of any rate change.

5.2 For fixed-fee engagements, Sparkline may invoice in stages as set out in the Statement of Work. Where no payment schedule is specified, Sparkline may invoice 50% on commencement and 50% on completion.

5.3 For time and materials engagements, Sparkline shall invoice monthly in arrears unless otherwise agreed. Timesheets or records of time spent may be provided on request.

5.4 For retainer engagements, Sparkline shall invoice the periodic retainer fee in advance on the first working day of each period. Unused retainer time does not carry over unless expressly agreed in writing.

5.5 All fees are stated exclusive of VAT, which shall be added at the applicable rate where Sparkline is VAT-registered.

5.6 Reasonable expenses incurred in connection with an Engagement (including travel, accommodation, and materials) shall be charged at cost with prior agreement from the Client.

5.7 Payment is due within 30 days of the date of invoice. Time of payment is of the essence.

5.8 If payment is not received by the due date, Sparkline reserves the right to:

(a) charge interest on the overdue sum at 8% per annum above the Bank of England base rate, pursuant to the Late Payment of Commercial Debts (Interest) Act 1998;

(b) suspend all services until payment is received in full; and

(c) claim reasonable debt recovery costs in accordance with that Act.

5.9 Sparkline shall not be required to continue performing services where any invoice remains unpaid beyond 30 days of its due date.

6. Change Control

6.1 The scope, deliverables, assumptions, and timetable for each Engagement are as set out in the relevant Statement of Work. Either party may request changes by submitting a Change Request in writing.

6.2 Any material change to the scope, deliverables, assumptions, or timetable of an Engagement may require a revised Statement of Work and additional fees. Sparkline shall not be obliged to implement any change until a revised Statement of Work has been agreed in writing.

6.3 Additional meetings, rounds of revision, or expanded requirements that go beyond what is reasonably implied by the original Statement of Work shall be treated as changes in scope and may be charged at Sparkline's prevailing day rate unless a revised Statement of Work is agreed.

6.4 Minor changes that do not materially affect scope, cost, or timetable may be agreed by email between the parties without a formal Change Request.

7. Deliverables and Acceptance

7.1 Sparkline shall submit Deliverables to the Client in the format and by the dates set out in the relevant Statement of Work, or as otherwise agreed in writing.

7.2 Deliverables shall be deemed accepted by the Client unless the Client notifies Sparkline in writing of any material defect or non-conformance within 10 working days of delivery. Notification must specify the nature of the defect in reasonable detail.

7.3 Where a material defect is notified in accordance with clause 7.2 and arises from Sparkline's own performance of the services, Sparkline shall use reasonable endeavours to remedy it within a reasonable timeframe at no additional charge.

7.4 Acceptance shall not be withheld unreasonably. Minor or cosmetic issues that do not affect the fitness for purpose of a Deliverable shall not entitle the Client to withhold acceptance.

7.5 Payment of an invoice for a Deliverable shall constitute acceptance of that Deliverable.

8. Intellectual Property

8.1 All Background IP remains the exclusive property of Sparkline at all times. Nothing in these terms or any Engagement shall transfer ownership of Background IP to the Client.

8.2 Background IP includes, without limitation, all methodologies, data governance frameworks, assessment models, policy templates, tools, know-how, and training and workshop materials, whether developed before or independently of any Engagement.

8.3 Where Deliverables incorporate Background IP, Sparkline grants the Client a non-exclusive, non-transferable, royalty-free licence to use such Background IP solely for the Client's internal business purposes and solely in connection with the relevant Deliverables.

8.4 Training materials, workshop content, and course materials produced by Sparkline may not be reproduced, distributed, resold, or incorporated into other training or learning programmes without Sparkline's prior written consent.

8.5 Where an Engagement involves the development of bespoke software, the intellectual property in that software shall be assigned to the Client upon receipt of full payment of all fees due under the relevant Engagement. Until that point, all IP in such software remains with Sparkline.

8.6 For all other Foreground IP (including reports, analysis, written content, and documentation that is not software), intellectual property shall remain with Sparkline. Sparkline grants the Client a perpetual, non-exclusive, non-transferable licence to use such Deliverables for the Client's internal purposes upon receipt of full payment.

8.7 The Client shall not resell, sublicense, or otherwise make available any Deliverables to third parties without Sparkline's prior written consent.

8.8 Sparkline may reference the Client's name, logo, and the general nature of the services provided for the purpose of case studies, portfolio materials, and marketing, unless the Client requests in writing within 30 days of the conclusion of an Engagement that such information be kept confidential.

9. Confidentiality

9.1 Each party agrees to keep the other's Confidential Information strictly confidential and not to disclose it to any third party without the other's prior written consent, except as permitted under these terms.

9.2 Confidential Information may be disclosed where:

- (a) it is or becomes publicly available through no fault of the receiving party;
- (b) it was already known to the receiving party before disclosure; or
- (c) disclosure is required by law, regulation, or court order, provided the disclosing party is notified as soon as reasonably practicable.

9.3 Each party shall take reasonable steps to ensure that its employees, contractors, and agents who have access to the other's Confidential Information are bound by equivalent obligations of confidentiality.

9.4 This clause shall survive termination of any Engagement for a period of three years.

10. Data Protection

10.1 Each party shall comply with its obligations under the UK GDPR and the Data Protection Act 2018.

10.2 Where Sparkline processes personal data on behalf of the Client in the course of an Engagement, Sparkline does so as a data processor and the Client acts as data controller. In such cases, the parties shall enter into an appropriate data processing agreement prior to processing commencing.

10.3 Where Sparkline processes personal data for its own purposes in connection with managing its relationship with the Client, Sparkline acts as data controller and its privacy notice applies.

10.4 Sparkline is registered with the Information Commissioner's Office as a data controller.

11. Use of Artificial Intelligence

11.1 Sparkline may use artificial intelligence tools to support activities including research, drafting, analysis, coding, and administrative tasks in the course of delivering services.

11.2 Sparkline remains responsible for reviewing and validating all outputs provided to clients, regardless of whether those outputs were produced or assisted by AI tools. The use of AI tools does not diminish Sparkline's professional obligations under these terms.

11.3 Sparkline shall not input the Client's Confidential Information into publicly accessible AI tools without the Client's prior written consent.

11.4 Where an Engagement involves advising on AI governance, policy, or implementation, the terms of that advice shall be set out in the relevant Statement of Work.

12. Subcontracting

12.1 Sparkline may engage subcontractors or associates to assist in the delivery of services. Sparkline shall notify the Client where a subcontractor is engaged to carry out a material part of an Engagement. Sparkline remains responsible for the overall quality and delivery of the services and for the acts and omissions of any subcontractor as if they were its own.

12.2 Sparkline shall ensure that any subcontractor is bound by obligations of confidentiality no less stringent than those set out in these terms.

13. Insurance

13.1 Sparkline shall maintain appropriate professional indemnity insurance and public liability insurance during the term of any Engagement. Details of current coverage are available on request.

14. Liability

14.1 Nothing in these terms shall limit or exclude either party's liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other matter for which it would be unlawful to limit or exclude liability.

14.2 Subject to clause 14.1, Sparkline's aggregate liability to the Client arising out of or in connection with any Engagement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total fees paid or payable by the Client to Sparkline under the relevant Engagement.

14.3 Subject to clause 14.1, Sparkline shall not be liable to the Client for:

- (a) any indirect or consequential loss;
- (b) loss of profits, revenue, or anticipated savings;
- (c) loss of data or business opportunity; or
- (d) reputational damage, in each case whether or not such loss was foreseeable or Sparkline had been advised of the possibility of such loss.

14.4 No claim arising from an Engagement may be brought by the Client more than 12 months after the Client became aware, or ought reasonably to have become aware, of the circumstances giving rise to the claim.

14.5 The Client shall take reasonable steps to mitigate any loss it suffers.

15. Warranties

15.1 Sparkline warrants that:

- (a) it has the right to enter into Engagements and to grant the licences set out in these terms;

- (b) it will perform services with reasonable care and skill; and
- (c) the Deliverables, to the best of Sparkline's knowledge, will not infringe the intellectual property rights of any third party.

15.2 The Client warrants that:

- (a) it has the authority to enter into the Engagement;
- (b) any information it provides to Sparkline is accurate and complete to the best of its knowledge; and
- (c) its use of Deliverables will comply with applicable law.

15.3 Except as expressly set out in these terms, all warranties, conditions, and representations, whether express or implied, are excluded to the fullest extent permitted by law.

16. Termination

16.1 For retainer engagements, either party may terminate by giving not less than one full retainer period's written notice.

16.2 For time and materials engagements, either party may terminate by giving not less than 30 days' written notice.

16.3 Fixed-fee project engagements may be terminated by the Client at any time on written notice, subject to payment of all fees for work completed and commitments made up to the date of termination in accordance with clause 16.5. There is no minimum notice period for fixed-fee projects, as the payment obligation on termination reflects Sparkline's entitlement.

16.4 Either party may terminate any Engagement immediately on written notice if the other party:

- (a) commits a material breach of these terms and fails to remedy it within 14 days of written notice to do so;
- (b) becomes insolvent, enters administration, or makes any arrangement with its creditors; or
- (c) ceases or threatens to cease to carry on business.

16.5 On termination for any reason, the Client shall pay Sparkline for all work completed and expenses incurred up to the date of termination. For fixed-fee engagements, fees shall be calculated on a pro-rata basis by reference to the proportion of the overall scope delivered.

16.6 Termination shall not affect any rights or obligations that have accrued prior to the date of termination.

16.7 Clauses 8, 9, 10, 14, 15, and 17 shall survive termination.

17. Force Majeure

17.1 Neither party shall be liable for any delay or failure to perform its obligations to the extent that such delay or failure is caused by circumstances beyond its reasonable control, including but not limited to acts of God, pandemic, flood, fire, industrial action, or failure of third-party systems or infrastructure.

17.2 The affected party shall notify the other as soon as reasonably practicable and shall use reasonable endeavours to resume performance. If the force majeure event continues for more than 60 days, either party may terminate the affected Engagement on written notice without liability.

18. General

18.1 Entire agreement. These terms, together with any Statement of Work, constitute the entire agreement between the parties in relation to the relevant Engagement and supersede all prior discussions, representations, and agreements.

18.2 Variation. No variation to these terms shall be valid unless agreed in writing by a director of Sparkline.

18.3 Waiver. Failure by either party to exercise or enforce any right shall not constitute a waiver of that right.

18.4 Severance. If any provision of these terms is found to be invalid or unenforceable, it shall be severed without affecting the remainder.

18.5 Notices. Any notice under these terms shall be in writing and sent by email (with read receipt or acknowledgement) or by first-class post to the registered address of the relevant party.

18.6 No partnership or agency. Nothing in these terms creates a partnership, joint venture, or agency between the parties. Sparkline is an independent contractor.

18.7 Third parties. These terms do not create any rights enforceable by third parties under the Contracts (Rights of Third Parties) Act 1999.

18.8 Governing law and jurisdiction. These terms and all Engagements shall be governed by the law of England and Wales. Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.