# A logo with a check mark AI-generated content may be incorrect.Terms and Conditions

## 1. Definitions

## “Agreement” means these Terms & Conditions together with the Proposal (or Quotation).

## “Services” means the ISO 9001 consultancy, gap analysis, document design, audit support and related work described in the Proposal.

## “Deliverables” means all policies, procedures, templates, reports and other materials supplied by CertSure under this Agreement.

## “Client” means the party engaging CertSure to provide the Services.

## 2. Scope of Work

## All Services, Deliverables, timelines and responsibilities are set out in the signed Proposal. Any variation to scope must be agreed in writing via a Change Order before work begins.

## 3. Project Engagement & Change Control

## Services will not commence until CertSure receives a signed Proposal.

## If the Client requests additional work or changes, CertSure will issue a written Change Order with any revised scope, fees and delivery dates. Work on change requests won’t start until the Change Order is approved.

## 4. Fees, Invoicing & Payment

## Fees are those specified in the Proposal and exclude VAT.

## Payment Schedule:

## 50% deposit due on acceptance of the Proposal

## 50% balance due on delivery of final Deliverables

## Invoices are payable within 14 days of issue.

## Late Payment: Unpaid amounts incur interest at 2% per month above the Bank of England base rate, calculated daily from the due date until payment.

## 5. Confidentiality

## CertSure will treat all Client data and materials as confidential and will not disclose them to third parties without the Client’s prior written consent, except as required by law.

## 6. Intellectual Property

## On full payment of all Fees, the Client acquires ownership of the final Deliverables.

## CertSure retains all intellectual property rights in pre-existing methodologies, templates, toolkits and software (“Background IP”). CertSure grants the Client a perpetual, non-exclusive licence to use any Background IP included in the Deliverables for internal business purposes.

## 7. Limitation of Liability

## Neither party shall be liable for indirect or consequential losses, including loss of profits, revenue, data or business opportunity.

## CertSure’s total liability under this Agreement shall not exceed the total Fees paid by the Client for the Services giving rise to the claim.

## 8. Termination

## For Cause: Either party may terminate immediately if the other commits a material breach and fails to remedy it within 14 days of written notice.

## For Convenience: Either party may terminate on 30 days’ written notice. The Client will pay for all Services rendered up to the termination date and any non-recoverable costs incurred.

## 9. Force Majeure

## Neither party shall be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including acts of God, strikes, war or government action. The affected party must notify the other promptly and resume performance as soon as practicable.

## 10. Governing Law & Jurisdiction

## This Agreement is governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the English courts.

## *No jargon. No overwhelm. Just certified results—first time, every time.*