



SOUTHEAST & CO - TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

Version: October 2025

1.

Interpretation

1.1 Definitions

In these Conditions, unless the context requires otherwise:

- “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.
- “**Background Materials**” means all Intellectual Property Rights, know-how, processes, methodologies, frameworks, tools, templates, and strategic models owned or developed by Southeast & Co prior to or outside the scope of the Services.
- “**Business Day**” means a day other than a Saturday, Sunday or public holiday in England.
- “**Client**” means the individual or entity purchasing Services from Southeast & Co.
- “**Contract**” means the agreement between the Client and Southeast & Co comprising these Conditions and any signed Proposal or Statement of Work.
- “**Deliverables**” means the outputs provided by Southeast & Co as part of the Services, including documents, reports, diagrams, workflows, or systems.
- “**Force Majeure Event**” means any event beyond the reasonable control of a party.
- “**Intellectual Property Rights**” includes all patents, copyright, trade marks, designs, database rights, trade secrets and confidential information.
- “**Order**” means a formal acceptance of a Proposal or quotation issued by Southeast & Co.
- “**Proposal**” means the document outlining the scope of Services, timeline, fees, and other commercial terms.
- “**Services**” means the consulting, strategic advisory, systems support, or other professional services described in the Proposal.

- “Southeast & Co” means the consultancy operated by Yasin Merali, trading as Southeast & Co.
- “Working Hours” means 9:00–17:00 UK time on a Business Day.

1.2 Interpretation

Words in the singular include the plural and vice versa. Headings are for convenience and do not affect interpretation.

2.

Basis of Contract

2.1 An Order from the Client constitutes an offer to purchase Services in accordance with these Conditions.

2.2 The Contract comes into effect on the earlier of:

- written confirmation from Southeast & Co, or
- commencement of Services.

2.3 These Conditions apply to the Contract to the exclusion of any other terms the Client seeks to impose or incorporate.

2.4 Southeast & Co may update these Conditions from time to time. The version in force at the time of the Order shall apply.

3.

Supply of Services

3.1 Southeast & Co shall provide the Services with reasonable skill and care in accordance with the Proposal.

3.2 Southeast & Co reserves the right to determine the methods, personnel, tools, and processes used to deliver the Services unless otherwise agreed.

3.3 Southeast & Co may make changes to the Services or Deliverables where:

- required to comply with law or regulation, or

- changes do not materially affect the nature or quality of the Services.

3.4 Southeast & Co may engage Affiliates or subcontractors to deliver the Services without prior written consent, provided that responsibility for the Services remains with Southeast & Co.

4.

Client Obligations

The Client shall:

- provide timely access to relevant personnel, systems, or information;
- ensure accuracy of all data and materials supplied;
- act in good faith and respond within reasonable timeframes;
- comply with all applicable laws and obligations relating to the Services.

If the Client's delay or default prevents Southeast & Co from delivering Services, Southeast & Co may suspend Services and/or adjust timelines and fees accordingly.

5.

Fees and Payment

5.1 Unless otherwise agreed in writing, fees for the Services are as set out in the Proposal.

5.2 Expenses reasonably incurred by Southeast & Co (including travel, software, subscriptions, or third-party tools) will be chargeable in addition to the fees, subject to prior agreement where practical.

5.3 Invoices are payable within the time specified in the Proposal or within 14 days if unspecified. Time for payment is of the essence.

5.4 All fees are exclusive of VAT (if applicable), which will be added at the prevailing rate.

5.5 If the Client fails to make payment by the due date, Southeast & Co reserves the right to:

- charge interest at 4% above the Bank of England base rate; and/or
- suspend or terminate the Services.

6.

Intellectual Property Rights

6.1 Southeast & Co retains ownership of all Background Materials and strategic frameworks used or embedded within the Services.

6.2 Upon full payment of fees, the Client is granted a non-exclusive, non-transferable, non-sublicensable licence to use the Deliverables for internal purposes only.

6.3 The Client shall not:

- resell or publicly distribute the Deliverables;
- remove proprietary markings; or
- claim authorship over any Southeast & Co intellectual property.

7.

Confidentiality

7.1 Both parties agree to keep all confidential information disclosed during the Contract confidential and to use such information only for the purpose of the Contract.

7.2 This clause does not apply to information which:

- is or becomes publicly known other than through breach of this clause;
- is required to be disclosed by law or regulation; or
- was lawfully in the receiving party's possession prior to disclosure.

7.3 This clause survives termination of the Contract.

8.

Data Protection

8.1 Both parties agree to comply with the **UK GDPR** and the **Data Protection Act 2018**.

8.2 Any personal data shared by the Client will be processed only for the purpose of delivering the Services, and in accordance with Southeast & Co's [Privacy Policy].

9.

Limitation of Liability

9.1 Southeast & Co's total liability under or in connection with the Contract shall not exceed the total fees paid by the Client under that Contract.

9.2 Southeast & Co shall not be liable for:

- indirect or consequential loss;
- loss of business, revenue, opportunity, data, or goodwill;
- any loss arising from decisions made solely in reliance on Deliverables.

9.3 Nothing in these Conditions excludes liability for death or personal injury caused by negligence or for fraud.

10.

Term and Termination

10.1 The Contract continues until the Services are complete unless otherwise agreed in writing.

10.2 Either party may terminate the Contract with immediate effect if:

- the other party commits a material breach and fails to remedy it within 14 days;
- the other party becomes insolvent, ceases trading, or enters administration.

10.3 Upon termination:

- the Client shall pay for all work completed up to the termination date;
- any licence to use Deliverables ceases unless otherwise agreed;
- clauses intended to survive termination shall continue in full force.

11.

Force Majeure

Southeast & Co shall not be liable for any failure or delay in performing its obligations due to events beyond its reasonable control.

12.

General

12.1 Assignment: Neither party may assign or transfer the Contract without prior written consent, except Southeast & Co may assign to an Affiliate.

12.2 Notices: Notices must be sent by email or first-class post to the party's main contact address.

12.3 Entire Agreement: The Contract constitutes the entire agreement between the parties.

12.4 Variation: No variation is valid unless in writing and signed by both parties.

12.5 Governing Law: This Contract is governed by English law.

Disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.