Stratworth Advisory Ltd
Registered in England and Wales, company number 16078743
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LEGAL

# Terms of *Business*

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**IN PLAIN ENGLISH**

- Stratworth provides a structured strategic advisory process to help founders strengthen their businesses and prepare for possible growth, succession, transition or exit.
- The founder remains responsible for commercial decisions and for deciding whether and how to act on our advice.
- We do not provide legal, tax, accounting, regulated financial or investment advice, formal valuations, brokerage or corporate-finance services.
- We provide the agreed advisory services with reasonable care and skill, but do not guarantee a buyer, a sale, an increase in value or any other commercial outcome.
- Where a Plan has a six-month minimum term, all six monthly fees remain payable, subject to these Terms.
- Subject to liabilities that cannot lawfully be limited, our aggregate liability cap is £100,000 per engagement (see section 11).

1. Who we are and when these Terms apply
2. What Stratworth does
3. What Stratworth does not do
4. Founder Discovery Session
5. Plans, fees and six-month commitment
6. SCALE2SELL® journey, reviews and advisory sessions
7. SCALE2SELL® materials and the Stratworth Vault
8. Your responsibilities
9. Confidentiality and data
10. Professional referrals and introductions
11. Outcomes and liability
12. If Nik is unavailable
13. Ending or suspending an engagement
14. Complaints
15. General

## *1.* Who we are and when these Terms apply

1.1 Stratworth Advisory Ltd (**Stratworth**, **we**, **us**) is registered in England and Wales under company number 16078743. Our registered office is Avon View Offices, 90 High Street, Bidford-on-Avon, Alcester, England, B50 4AF. You can contact us at nik@stratworthadvisory.com.

1.2 These Terms apply only where you are engaging Stratworth for purposes relating to your business. We do not provide our Services to consumers.

1.3 A contract is formed when you accept an engagement letter or order, accept these Terms at checkout, or pay for a service, whichever applies first. An Engagement Letter may specify or vary the commercial details of any engagement; section 15 explains how it applies alongside these Terms.

## *2.* What Stratworth does

2.1 Stratworth provides founder-to-founder strategic and consultative business advice. Our role is to share experience, challenge thinking, identify issues and options, and help founders make informed decisions about their business, including growth, business value, management readiness, succession and exit.

2.2 The SCALE2SELL® programme is a structured strategic advisory process designed to help business owners assess, develop and strengthen factors that may influence the attractiveness, resilience, transferability and potential value of their businesses. Its purpose is to help founders prepare for possible future growth, succession, ownership transition or sale; it is not a business-sale service or a commitment to deliver a transaction.

2.3 We will provide the advisory services agreed with you with reasonable care and skill. Our advisory work is normally led by Nik Spencer.

2.4 The framework, toolkits, dashboards and discussions support your own judgement; you remain responsible for deciding whether, when and how to act and for the commercial decisions you make. The work undertaken, priorities and deliverables will be those agreed in your order or Engagement Letter.

2.5 The programme may help a business become better prepared or more attractive to a potential buyer, but it does not guarantee that any buyer will exist or that a sale or transition will occur.

## *3.* What Stratworth does not do

3.1 Stratworth is not authorised or regulated by the Financial Conduct Authority. We do not provide regulated financial or investment advice, legal advice, tax advice, accounting or audit services, or formal business or share valuations.

3.2 We do not act as a broker, transaction agent or corporate-finance adviser; arrange or execute transactions; raise capital; or find, approach or introduce buyers, investors or lenders.

3.3 Any readiness score, dashboard, valuation mapping, benchmark, toolkit or similar material is a strategic planning aid, not a formal valuation, forecast or promise of an outcome.

3.4 Where a decision requires legal, tax, accounting, investment or other specialist advice, you should obtain advice from an appropriately qualified professional before acting.

## *4.* Founder Discovery Session

4.1 The Founder Discovery Session is a paid strategic diagnostic session. The current fee is shown at checkout and is £495 unless we agree otherwise.

4.2 Payment gives you access to the Stratworth Vault for Discovery, including the Founder Discovery Questionnaire and booking instructions. The questionnaire is pre-session preparation and is not a SCALE2SELL® Toolkit or readiness assessment.

4.3 The Discovery fee is non-refundable once access to the Founder Discovery Questionnaire and associated Discovery materials has been provided, except where the law requires otherwise or Stratworth is unable to provide the session.

4.4 After the Discovery Session, Nik may recommend a Stratworth Plan. A Plan can be started only following a Stratworth recommendation or invitation. A recommendation is not an obligation on either party to proceed.

4.5 Where a client proceeds to an eligible Stratworth Advisory Plan within 30 days of their paid Founder Discovery Session, the £495 Discovery fee already paid will be credited against the first Plan payment. The six-month Plan commitment remains unchanged, but the credit reduces the outstanding amount payable under that commitment. The Discovery fee will not be charged again. The credit has no cash value and is not payable if you do not proceed. Where VAT applies to the Discovery fee or to a Plan payment, the credit and any related VAT adjustment will be handled in accordance with applicable tax rules.

## *5.* Plans, fees and six-month commitment

5.1 The services, advisory time, reviews, materials and fees included in your chosen Plan or other engagement are those confirmed to you at checkout, in your order or in your engagement letter when you engage us. Our Plans may include Essentials, Advisory+, Exit Programme and Bespoke. Bespoke work is scoped individually in an engagement letter.

5.2 Fees are payable in advance unless we agree otherwise. Plan fees are normally collected monthly through our payment provider.

5.3 All fees are stated in pounds sterling. Stratworth Advisory Ltd is not currently registered for VAT, and no VAT is charged at present. If Stratworth Advisory Ltd becomes VAT registered, VAT will be added to fees where required by law, at the applicable rate. Any VAT applicable to future invoices will be clearly identified.

5.4 Where a Plan has a six-month minimum term, you are committing to the full six-month programme and all six monthly fees are payable, whether or not you use all of the services, advisory time, reviews or materials available to you. Where the Founder Discovery credit applies, the £495 already paid counts towards the first monthly fee (section 4).

5.5 Each month of the six-month SCALE2SELL® journey is released following receipt of the relevant monthly payment. If a payment is overdue or fails, we may pause new Toolkit releases, Stratworth Vault access and advisory services until the account is brought up to date. A pause does not cancel or reduce the six-month minimum-term payment commitment.

5.6 We may agree to release a client from the remainder of a minimum term at our discretion.

5.7 After the minimum term, the Plan continues monthly until cancelled before the next billing date.

5.8 Moving to a different Plan is by agreement with Stratworth. Any change in fee, advisory access or other Plan terms will be confirmed before the change takes effect.

## 6. SCALE2SELL® journey, reviews and advisory sessions

6.1 The first six months are a staged SCALE2SELL® journey. Materials are released through the Stratworth Vault in the sequence applicable to your engagement rather than as a complete library at the start. Where a month contains two releases, the second will normally become available around 14 days after the first.

6.2 The Executive Dashboard and Quarterly Readiness Radar are strategic planning and review tools. Quarterly Readiness Reviews are normally prompted at the end of Month 3 and Month 6 and, where the engagement continues, every three months thereafter. Scores and dashboards are planning aids and are not formal valuations or guarantees of performance.

6.3 Advisory sessions are booked by agreement and are subject to availability. Unused monthly advisory time does not normally roll over or have a cash value.

6.4 Please give at least 24 hours' notice if you need to rearrange a normal advisory session. A session missed or cancelled with less notice may be treated as used.

6.5 Management-team or leadership sessions are included only where they form part of the agreed Plan or scope, or where separately agreed. They are not included as a complimentary follow-on to Discovery.

6.6 Founder Strategy Days are booked on agreed dates. The fee, location, travel arrangements and any cancellation or rearrangement terms will be confirmed when the day is booked or in the relevant Plan or engagement letter.

6.7 If Stratworth has to rearrange a session or Strategy Day, we will offer a reasonable alternative. If we cannot provide a separately paid Strategy Day within a reasonable period, the fee paid for that day will be refunded.

6.8 The Founder Discovery process and subsequent reviews are intended to identify priorities and track progress based on information provided by the client. They may reveal pre-existing weaknesses or risks. Identifying or reporting such matters does not itself mean Stratworth has caused them. Any observations about business value or sale readiness are indicative planning assessments, not formal valuations.

6.9 Material recommendations and agreed actions may be recorded in session notes, the Vault or review materials. The client is responsible for deciding whether and how to implement recommendations, including assessing operational consequences and obtaining specialist advice where appropriate. Stratworth does not undertake to independently audit or verify client information unless expressly agreed in writing.

## 7. SCALE2SELL® materials and the Stratworth Vault

7.1 Stratworth owns, or is licensed to use, the intellectual property in SCALE2SELL®, our frameworks, toolkits, templates, dashboards, guides and other materials.

7.2 While you are a client, you may use the materials supplied to you for the internal purposes of your own business and may share them with your professional advisers where reasonably necessary and confidential.

7.3 You may not sell, publish, distribute, white-label, rebrand or otherwise commercialise our materials; use them to provide services to third parties; or use them to train or develop an artificial-intelligence model.

7.4 The Stratworth Vault may also contain additional templates, tools or resources relevant to your journey. Their availability may change and they do not create a promise that new resources will be added every month.

7.5 When your engagement ends, you may keep materials you have legitimately downloaded for your own internal reference provided all fees due have been paid. Access to the Stratworth Vault, updates and future releases ends with the engagement.

## 8. Your responsibilities

8.1 You will give us information that is reasonably complete, accurate and up to date. We are entitled to rely on the information you provide without independently verifying it.

8.2 You will make appropriate people available for agreed sessions and complete reasonable preparation needed for the work.

8.3 You are responsible for obtaining any independent legal, tax, accounting, financial or other specialist advice needed before implementing a decision.

## 9. Confidentiality and data

9.1 We will keep confidential information you share with us confidential and use it only for providing our services, administering our relationship, meeting legal or regulatory obligations, or with your consent.

9.2 You will treat Stratworth's confidential information and proprietary materials in the same way. These obligations do not apply to information that is already public, was lawfully known independently, or must be disclosed by law. Our confidentiality obligations continue after our engagement with you ends.

9.3 Stratworth is registered with the Information Commissioner's Office (ICO reference ZB932222) and will handle personal data in accordance with applicable data-protection law and our Privacy & Cookies Policy.

9.4 We may use reputable third-party services for payments, bookings, communications, website hosting and secure client systems. We will take reasonable steps to protect client information, but no online system can be guaranteed to be continuously available or completely free from risk.

## 10. Professional referrals and introductions

10.1 We may receive introductions to prospective clients from accountants, lawyers, financial advisers, business advisers and other professional contacts. We may also introduce clients to independent professional advisers where we believe specialist advice may help.

10.2 Where Stratworth pays or receives a referral, introduction or other remuneration in connection with your engagement, we will disclose the arrangement to you. Where relevant, the identity of the introducer and the remuneration arrangement will be recorded in your engagement details or Engagement Letter.

10.3 Unless we expressly tell you otherwise before you engage us, any referral or introduction payment made by Stratworth does not increase the fees you pay Stratworth.

10.4 You are always free to choose your own professional advisers. A professional firm or adviser introduced by Stratworth acts independently under its own terms. Stratworth is not responsible for that firm's advice or services.

10.5 We will not pass your personal details to a referral partner or other professional contact without your consent or another lawful basis for doing so.

## *11.* Outcomes and liability

11.1 Stratworth undertakes to provide the agreed advisory services with reasonable care and skill, not to achieve a specified commercial outcome. Completing the SCALE2SELL® programme does not guarantee an increase in business value, saleability, buyer or investor interest, a particular valuation, the availability of a buyer, a completed sale or succession, funding, transaction terms or timing. These outcomes may depend on market conditions, third parties and other factors beyond Stratworth's control.

11.2 References to Nik Spencer's or Stratworth's previous business experience describe past experience only and are not a promise of your results. You remain responsible for the business decisions you make and for how you implement them.

11.3 Subject to applicable law, Stratworth is not responsible for losses to the extent caused by inaccurate or incomplete information supplied to us, decisions or actions of the client, acts or advice of third parties, market or economic conditions, or a failure to obtain appropriate specialist advice.

11.4 Nothing in these Terms limits or excludes liability where the law does not allow us to do so, including liability for death or personal injury caused by negligence, or fraud or fraudulent misrepresentation.

11.5 Subject to liabilities that cannot lawfully be excluded or limited, Stratworth Advisory Ltd's total aggregate liability to the client arising out of or in connection with an engagement, whether in contract, negligence or otherwise, shall not exceed £100,000. This is a single aggregate limit for all claims arising from that engagement, not a separate limit per claim. Any different limit must be expressly agreed in writing in the Engagement Letter before the relevant services commence.

11.6 The services are provided by Stratworth Advisory Ltd. To the extent permitted by law, claims relating to the services should be brought against Stratworth Advisory Ltd and not personally against its directors, officers or employees.

## *12.* If Nik is unavailable

12.1 Nik Spencer personally leads the advisory element of Stratworth. If illness or circumstances outside our reasonable control prevent him from providing an agreed session, we will rearrange it.

12.2 If Stratworth is unable to provide the material advisory services in your Plan for more than 30 consecutive days, you may end the Plan immediately. No further monthly fees will be payable after it ends, including any remaining minimum-term fees, and we will refund any fees paid in advance for services that cannot be provided.

## *13.* Ending or suspending an engagement

13.1 Either party may end an engagement immediately if the other commits a serious breach and, where the breach can reasonably be corrected, does not correct it within 14 days of written notice.

13.2 Either party may also end the engagement if the other becomes insolvent or ceases to trade, subject to applicable law.

13.3 We may suspend or end services if fees remain unpaid, our intellectual property or Stratworth Vault is misused, anyone acting for the client behaves abusively or threateningly, or continuing the engagement would expose Stratworth to legal or regulatory risk.

13.4 Suspension for non-payment does not waive fees already due or, where applicable, the remaining payment commitment during a six-month minimum term.

13.5 When an engagement ends, fees already due remain payable, Stratworth Vault access ends, and the provisions concerning confidentiality, intellectual property and liability continue where appropriate.

## *14.* Complaints

14.1 If you are unhappy with our service, please email nik@stratworthadvisory.com and explain the issue. Nik Spencer will review the complaint personally. We will acknowledge it promptly and aim to resolve it fairly and commercially.

## *15.* General

15.1 Neither our website nor general marketing material is a guarantee of a result. The contract between us consists of these Terms together with the relevant checkout or order details and, where used, the Engagement Letter.

15.2 Where an Engagement Letter expressly specifies or varies the commercial details of an engagement, those specific agreed details take priority over any inconsistent general commercial provisions in these Terms. All other provisions of these Terms continue to apply unless expressly agreed otherwise in writing. In particular, an Engagement Letter does not change section 7 (materials and intellectual property), section 9 (confidentiality and data) or section 11 (outcomes and liability) unless it expressly says that it does.

15.3 We may update these Terms from time to time. A material change will not be applied retrospectively to disadvantage you during an agreed minimum term unless required by law.

15.4 Neither party is liable for delay or failure caused by circumstances outside its reasonable control, except for payment obligations already due.

15.5 Nothing in our engagement creates a partnership, joint venture or agency relationship between you and Stratworth. Stratworth has no authority to make commitments or decisions on your behalf.

15.6 These Terms and our relationship are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.