

Unity Group Solutions Limited

Terms and Conditions

Last updated: April 2026

1. Introduction

These Terms and Conditions (“Terms”) govern the provision of services by Unity Group Solutions Limited (“we”, “us”, “our”) to you, our client (“you”, “your”). By engaging our services, you agree to be bound by these Terms.

Unity Group Solutions Limited is registered in England and Wales. Our contact email is hello@unitysolutions.org.uk.

2. Services

We provide a range of professional services including, but not limited to, cyber security awareness training and culture change consultancy, phishing simulation programme management, strategic communications and public relations, content marketing and thought leadership, social media management, go-to-market strategy, event production and management, project management and programme delivery, and neurodiversity and inclusion consultancy.

The specific services to be provided, together with the scope, deliverables, timelines, and fees, will be agreed in writing between us before any engagement commences. This may take the form of a proposal, statement of work, or written agreement.

3. Proposals and Acceptance

Any proposal or quotation we provide is valid for a period of 30 days from the date of issue unless otherwise stated. A proposal does not constitute a binding agreement until it has been accepted by you in writing (including by email) and acknowledged by us.

We reserve the right to withdraw or amend any proposal before acceptance.

4. Fees and Payment

4.1 Fees

Our fees will be set out in the agreed proposal or statement of work. Unless otherwise agreed in writing, our fees are quoted exclusive of VAT, which will be charged at the applicable rate where required.

4.2 Invoicing

Unless otherwise agreed, we will invoice monthly in arrears for time-based engagements or at agreed milestones for project-based engagements. Invoices are due for payment within 30 days of the date of the invoice.

4.3 Late Payment

If payment is not received by the due date, we reserve the right to charge interest on the outstanding amount at the rate of 4% above the Bank of England base rate, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. We also reserve the right to suspend the provision of services until payment is received.

4.4 Expenses

Where the delivery of services requires travel, accommodation, or other reasonable expenses, these will be agreed in advance and invoiced at cost in addition to our fees.

5. Client Responsibilities

To enable us to deliver our services effectively, you agree to:

- Provide us with timely access to the information, materials, personnel, and systems we reasonably require.
- Ensure that any information you provide to us is accurate and complete.
- Respond to requests for feedback, approval, or input within reasonable timescales.
- Inform us promptly of any changes to the scope, requirements, or timelines that may affect the delivery of services.

We shall not be liable for any delays or deficiencies in our services that arise from your failure to meet these responsibilities.

6. Intellectual Property

6.1 Our Intellectual Property

All intellectual property rights in our pre-existing materials, methodologies, frameworks, templates, and tools remain the property of Unity Group Solutions Limited. We grant you a non-exclusive, non-transferable licence to use any such materials provided to you as part of the engagement, solely for your internal business purposes.

6.2 Deliverables

Unless otherwise agreed in writing, intellectual property rights in bespoke deliverables created specifically for you as part of an engagement will transfer to you upon full payment of all applicable fees. We retain the right to use anonymised and generalised learnings from any engagement for our own professional development and the improvement of our services.

6.3 Third Party Materials

Where our deliverables incorporate third party materials (such as stock imagery, fonts, or open-source components), those materials remain subject to their respective licences. We will inform you where third party materials have been used.

7. Confidentiality

Each party agrees to keep confidential all information of a confidential nature received from the other party in connection with the engagement, and not to disclose such information to any third party without the prior written consent of the disclosing party.

This obligation does not apply to information that:

- Is or becomes publicly available through no fault of the receiving party.
- Was already known to the receiving party before disclosure.
- Is independently developed by the receiving party without reference to the confidential information.
- Is required to be disclosed by law, regulation, or court order.

This obligation of confidentiality shall survive the termination of any engagement for a period of three years.

8. Data Protection

Both parties agree to comply with all applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Where we process personal data on your behalf in the course of delivering our services, we will do so only on your documented instructions and in accordance with a data processing agreement where required.

Please refer to our Privacy Policy for further details on how we handle personal data.

9. Limitation of Liability

Nothing in these Terms excludes or limits our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.

Subject to the above:

- Our total aggregate liability to you in respect of all claims arising out of or in connection with any engagement shall not exceed the total fees paid by you under that engagement in the 12 months preceding the claim.
- We shall not be liable for any indirect, special, or consequential loss or damage, including loss of profit, loss of revenue, loss of data, loss of reputation, or loss of anticipated savings, howsoever arising.
- We shall not be liable for any loss or damage arising from your failure to act on our advice or recommendations, or from your use of our deliverables in a manner that was not intended or agreed.

10. Indemnity

You agree to indemnify and hold harmless Unity Group Solutions Limited against any claims, losses, damages, costs, and expenses (including reasonable legal fees) arising from your breach of these Terms or your use of our deliverables.

11. Term and Termination

11.1 Duration

Each engagement will commence on the date agreed in the relevant proposal or statement of work and will continue until the services have been completed or until terminated in accordance with these Terms.

11.2 Termination by Either Party

Either party may terminate an engagement by giving 30 days' written notice to the other party. Any fees for services delivered up to and including the date of termination will remain payable.

11.3 Termination for Cause

Either party may terminate an engagement immediately by written notice if the other party:

- Commits a material breach of these Terms and, where the breach is capable of remedy, fails to remedy it within 14 days of receiving written notice specifying the breach.
- Becomes insolvent, enters administration, goes into liquidation, or has a receiver or manager appointed over any of its assets.

11.4 Effects of Termination

Upon termination, you will pay us for all services delivered and expenses incurred up to the date of termination. Clauses relating to intellectual property, confidentiality, limitation of liability, and any other provisions that by their nature should survive termination, shall continue in force.

12. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under these Terms where such failure or delay results from circumstances beyond the reasonable control of that party, including but not limited to acts of God, natural disasters, pandemics, government actions, war, terrorism, civil unrest, fire, flood, power failure, or failure of telecommunications networks.

13. Non-Solicitation

During the term of any engagement and for a period of 12 months following its conclusion, neither party shall directly solicit or entice away any employee, contractor, or consultant of the other party who was involved in the delivery of the engagement, without the prior written consent of the other party.

14. Subcontracting

We may subcontract elements of the services to suitably qualified and experienced third parties. Where we do so, we remain responsible for the quality and delivery of the services and will ensure that any subcontractor is bound by obligations of confidentiality and data protection consistent with these Terms.

15. Amendments

Any amendments to these Terms or to the scope of an engagement must be agreed in writing by both parties. Verbal agreements or amendments shall not be binding.

16. Waiver

A failure or delay by either party in exercising any right or remedy under these Terms shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

17. Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable by any court or competent authority, that provision shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification or deletion of a provision under this clause shall not affect the validity and enforceability of the remaining provisions.

18. Entire Agreement

These Terms, together with any agreed proposal, statement of work, or written agreement, constitute the entire agreement between the parties in relation to the engagement and supersede all previous agreements, understandings, and arrangements between the parties, whether written or oral.

19. Governing Law and Jurisdiction

These Terms and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales. Both parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms.

20. Contact

If you have any questions about these Terms, please contact us at:

Unity Group Solutions Limited

Email: hello@unitysolutions.org.uk