

Marketing Services

Terms & Conditions (B2B Only)

These Terms & Conditions (“Terms”) govern the provision of marketing services by Your Company Mobiles Limited (“YCML”) to the Client. By accepting a quotation, proposal, or statement of work issued by YCML, the Client agrees to be bound by these Terms.

These Terms apply strictly to businesstobusiness (B2B) engagements. They are not available to consumers as defined under the Consumer Rights Act 2015.

1. Definitions

Client means the organisation purchasing Services from YCML.

Services means the marketing services described in the quotation, proposal, or statement of work issued by YCML.

Deliverables means the outputs produced as part of the Services, including but not limited to designs, campaigns, marketing materials, reports, or strategic documents.

2. Scope of Services

The Services to be provided by YCML will be described in the quotation, proposal, or statement of work issued to the Client.

Only the Services described in the agreed documentation are included in the engagement.

Any additional work requested by the Client may be treated as additional services and charged separately at YCML’s standard rates.

YCML may decline requests that fall outside the agreed scope.

3. Project Timeline

Project timelines and milestones will be outlined in a Project Plan or Marketing Plan issued by YCML.

All timelines depend on the Client providing:

- necessary materials

- approvals
- feedback

within a reasonable timeframe.

YCML is not responsible for delays caused by the Client.

If the Client delays feedback, approvals, or required information, YCML may:

- reschedule the project
- adjust delivery timelines
- charge additional project management fees where delays materially impact resource allocation

4. Fees and Payment

Fees for the Services will be stated in the quotation or proposal.

Unless otherwise agreed:

- invoices are payable within 7 days
- YCML may pause work if invoices become overdue
- statutory interest may be charged on overdue payments under the Late Payment of Commercial Debts (Interest) Act 1998

For ongoing services such as retainers, invoices will be issued monthly in advance.

All prices are exclusive of VAT unless stated otherwise.

5. Advertising Spend

Advertising spend (including but not limited to Meta Ads, Google Ads, LinkedIn Ads, or other digital platforms) is not included in service fees unless explicitly stated.

Advertising budgets must be funded directly by the Client.

YCML is not responsible for:

- advertising platform charges
- account suspensions
- advertising policy decisions made by thirdparty platforms

6. Client Responsibilities

The Client agrees to:

- provide necessary brand assets, materials, and information
- supply approvals and feedback in a timely manner
- ensure internal stakeholders are available for decision making
- ensure accuracy of information used in marketing activities

YCML is not responsible for delays resulting from the Client's failure to meet these obligations.

7. Client Provided Content

The Client warrants that any materials supplied to YCML, including text, images, logos, trademarks, or other content:

- do not infringe intellectual property rights
- comply with applicable laws
- are lawful to use for marketing purposes

YCML is not liable for claims arising from materials provided by the Client.

8. Creative Revisions

Unless otherwise stated in the quotation, the Services include one (1) major revision and two (2) minor revisions.

A major revision includes any change to the core creative concept, campaign direction, positioning, structure, format or layout, or any change which, in YCML's reasonable opinion, requires material rework of work already performed.

The major revision may only be requested at the initial concept stage, following delivery of the first moodboard, design guide or initial creative direction (the "Concept Pack").

The Client must submit any request for the major revision in a single consolidated written response within three (3) Business Days of receipt of the Concept Pack (the "Major Revision Window").

If the Client fails to submit a major revision request within the Major Revision Window, the Client shall be deemed to have approved the concept, and the entitlement to a major revision shall be irrevocably forfeited.

Once the concept has been approved (expressly or deemed) and/or production has commenced, no major revisions may be requested. Any request made thereafter which would constitute a major revision shall be treated as a change request and/or additional work, and YCML may, at its discretion:

- decline the request;
- require a revised quotation or statement of work;
- charge at YCML's applicable hourly or project rate; and/or
- revise delivery dates and milestones accordingly.

A minor revision includes limited adjustments such as text edits, colour changes, image swaps or small layout changes. Any revisions beyond those stated above may be charged at YCML's hourly or project rate.

For the avoidance of doubt, piecemeal, staged or rolling feedback (including feedback provided across multiple emails or messages) may be treated as separate revisions, and YCML may require all feedback to be consolidated before continuing work.

9. Intellectual Property

All concepts, strategies, designs, campaign structures, and working materials created by YCML remain YCML's intellectual property until all invoices have been paid in full.

Upon full payment, the Client receives a nonexclusive licence to use the final approved Deliverables for its internal business purposes.

YCML retains ownership of:

- working files
- source files
- internal frameworks
- campaign methodologies

unless otherwise agreed in writing.

10. Advertising Accounts and Campaign Assets

Where YCML manages campaigns through its own advertising accounts, access to campaigns and associated assets may be removed upon termination of the engagement.

Where campaigns are run through the Client's advertising accounts, YCML may remove campaign structures, assets, or configurations created by YCML if:

- the engagement is terminated; or
- invoices remain unpaid.

11. Portfolio and Case Studies

YCML may display project work, campaign results, or design materials in:

- its portfolio
- marketing materials
- case studies

unless the Client requests confidentiality in writing.

12. Confidentiality

Each party shall keep confidential all commercially sensitive information disclosed by the other party and shall not disclose such information to any third party except:

- where required by law; or
- to professional advisers under a duty of confidentiality.

This obligation survives termination of the engagement.

13. Data Protection (GDPR)

Each party shall comply with all applicable data protection laws, including the UK GDPR and Data Protection Act 2018.

Where YCML processes personal data on behalf of the Client, such processing shall be carried out in accordance with YCML's Privacy Policy and any applicable data processing terms agreed between the parties.

The Client warrants that any personal data it provides to YCML has been lawfully obtained and may be lawfully processed for the purposes of the Services.

14. Termination

Either party may terminate the engagement by providing 30 days' written notice, unless otherwise stated in the quotation.

Upon termination:

- the Client must pay for all work completed up to the termination date
- YCML will deliver completed Deliverables for which payment has been received

YCML may terminate the Services immediately if:

- invoices remain unpaid; or
- the Client breaches these Terms.

15. Limitation of Liability

Marketing outcomes depend on market conditions, audience behaviour, and other external factors.

YCML does not guarantee specific business results, sales performance, or campaign outcomes.

To the fullest extent permitted by law, YCML is not liable for any indirect, incidental, or consequential losses arising from the Services.

YCML's total liability in connection with the Services shall not exceed the total fees paid by the Client in the preceding three (3) months.

16. Force Majeure

YCML shall not be liable for any delay or failure to perform its obligations due to events beyond its reasonable control, including but not limited to natural disasters, power failures, internet outages, industrial disputes, or acts of government.

17. Notices

Any notices under these Terms must be in writing and sent to the registered office or primary business email address of the receiving party.

18. Assignment

The Client may not assign or transfer its rights or obligations under these Terms without YCML's prior written consent. YCML may assign its rights at any time.

19. No Partnership or Agency

Nothing in these Terms creates a partnership, joint venture, or agency relationship between the parties.

20. Entire Agreement

These Terms constitute the entire agreement between the parties in relation to the Services and supersede all prior discussions, proposals, or understandings.

21. Variation

No variation of these Terms is valid unless agreed in writing by YCML.

22. Severance

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

23. ThirdParty Rights

No person other than YCML and the Client has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.

24. Governing Law and Jurisdiction



YOUR COMPANY MOBILES LTD.
Reg Office: Rear of 17 Plantagenet
Road, Barnet, Hertfordshire, EN5 5JG
Registered in England and Wales
Reg Number: 07048339

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These Terms, and any dispute arising out of or in connection with them, shall be governed by and construed in accordance with the laws of England and Wales.

The parties submit to the exclusive jurisdiction of the courts of England and Wales.