

# CYBER PADLOCKING

## Terms of Service

Last updated: June 2026 | Version 1.0 |

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### 1. Introduction and Acceptance

These Terms of Service ('Terms') govern the relationship between Cyber Padlocking ('we', 'us', 'our'), trading name of Michele Clarkson, based in Stirling, Scotland, and any individual or organisation ('you', 'the Client') that engages our services or purchases our products.

By engaging our services, submitting an enquiry form, signing a Statement of Work, or purchasing a digital product, you agree to be bound by these Terms. If you do not agree, you should not engage our services.

Where a separate written contract or Statement of Work (SOW) has been agreed and signed, that document takes precedence over these Terms in the event of any conflict.

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### 2. Our Services

Cyber Padlocking provides the following services to small and medium-sized businesses:

- Cyber security consultancy, including risk assessments and security health checks
- Policy writing and incident readiness preparation
- Virtual CISO (vCISO) advisory support
- Staff cybersecurity awareness training (in-person and digital)
- Digital training products (including the Cybersecurity Starter Kit)
- Referral to and coordination of advanced services through trusted partners (including penetration testing and Cyber Essentials certification)

Services delivered through our partner network are subject to those partners' own terms and conditions in addition to ours. We will make this clear before any such engagement begins.

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### 3. Engagement and Scope of Work

#### 3.1 Formal engagements

For consultancy projects of any significant scope, we will agree a written Statement of Work (SOW) or engagement letter before work begins. This will set out the scope, deliverables, timelines, and fees. Work will not commence until the SOW is agreed in writing (email confirmation is sufficient unless a signed document is specified).

#### 3.2 Informal engagements

For smaller or one-off engagements agreed by email, our acceptance of your instruction (by email or written confirmation) constitutes a binding agreement under these Terms.

#### 3.3 Changes to scope

Any changes to agreed scope must be confirmed in writing by both parties. Additional work outside the original scope will be quoted separately and billed accordingly. We reserve the right to pause work if the scope expands materially without written agreement.

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## 4. Fees and Payment

### 4.1 Fees

Fees for our services are as agreed in the relevant SOW, engagement letter, or quotation. Fees for digital products are as displayed on our website at the time of purchase.

### 4.2 Invoicing

Unless otherwise agreed, we invoice on the following basis:

- Cyber Health Check: 100% payment in advance
- Consultancy engagements: 50% deposit on commencement, 50% on completion unless otherwise agreed in the SOW
- Digital products: 100% payment at point of purchase
- vCISO retainer arrangements: monthly in advance

### 4.3 Payment terms

Invoices are due within 14 days of the invoice date unless otherwise stated. We reserve the right to charge interest on overdue amounts at 8% above the Bank of England base rate per annum under the Late Payment of Commercial Debts (Interest) Act 1998, together with reasonable debt recovery costs.

### 4.4 Payment methods

We accept payment via Stripe, PayPal, and Gumroad (for digital products). All transactions are processed in GBP unless otherwise agreed.

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## 5. Delivery and Timelines

Estimated timelines are stated in the relevant SOW or engagement confirmation. We will endeavour to meet agreed timelines, but time is not of the essence unless expressly stated in writing.

Timelines may be affected by delays in receiving information, access, or approvals from you. We will notify you promptly if a delay is anticipated and work with you to agree a revised schedule.

The Cyber Health Check written report will be delivered within 5 working days of the assessment session, unless otherwise agreed.

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## 6. Your Responsibilities

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

- Provide accurate, complete, and timely information when requested
- Grant us reasonable access to systems, documentation, and personnel required for assessments
- Notify us promptly of any changes that may affect the scope or delivery of services
- Ensure that any individuals from your organisation who participate in training or assessments have authority to do so

- Act on our recommendations within a reasonable timeframe, we cannot be held responsible for incidents that occur because recommendations were not implemented
  - Keep your login credentials and access details for any platforms we set up on your behalf secure
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## 7. Intellectual Property

### 7.1 Our materials

All reports, templates, training materials, and other deliverables we produce remain the intellectual property of Cyber Padlocking unless otherwise agreed in writing. We grant you a non-exclusive, non-transferable licence to use deliverables for your internal business purposes.

You may not reproduce, resell, or share our deliverables with third parties without our prior written consent.

### 7.2 Your materials

Any information, data, or documentation you provide to us remains your intellectual property. You grant us a limited licence to use it solely for the purpose of delivering the agreed services.

### 7.3 Training products

Digital training products (including the Cybersecurity Starter Kit) are licensed for use by the purchasing organisation and its employees. They may not be resold, redistributed, or shared outside the purchasing organisation.

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## 8. Confidentiality

Both parties agree to keep confidential any information that is clearly confidential or would reasonably be understood to be confidential, including but not limited to:

- Security vulnerabilities and findings identified during assessments
- Business processes and systems information shared during engagements
- Pricing and commercial arrangements

This obligation does not apply to information that is publicly available, already known to the receiving party, or required to be disclosed by law or a regulatory authority.

We will not disclose your security vulnerabilities or assessment findings to any third party without your express written consent, except where we are legally obliged to do so.

Confidentiality obligations survive the termination of any engagement for a period of 3 years.

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## 9. Data Protection

Both parties agree to comply with their respective obligations under the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

We will process personal data provided by you only for the purposes of delivering the agreed services. Our full Privacy Policy is available at [www.cyberpadlocking.co.uk/policies/privacy-policy](http://www.cyberpadlocking.co.uk/policies/privacy-policy).

Where we process personal data on your behalf as a data processor, we will do so only on your documented instructions, implement appropriate technical and organisational security measures, and not engage sub-processors without your prior written consent.

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## **10. Limitation of Liability**

### **10.1 Our liability cap**

To the fullest extent permitted by law, our total liability to you for any claim arising out of or in connection with an engagement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total fees paid by you to us for the specific engagement giving rise to the claim.

### **10.2 Excluded losses**

We shall not be liable for any:

- Loss of profits, revenue, or business
- Loss of data or information
- Business interruption
- Indirect or consequential losses

even if we have been advised of the possibility of such losses.

### **10.3 What we cannot exclude**

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

### **10.4 Important notice regarding recommendations**

Our consultancy services provide guidance and recommendations based on information available at the time of assessment. We cannot guarantee that following our recommendations will prevent all cyber incidents. Cybersecurity risk cannot be eliminated entirely, and we are not liable for incidents that occur despite the implementation of our recommendations, or for incidents arising from information that was not disclosed to us during the engagement.

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## **11. Termination**

### **11.1 Termination by either party**

Either party may terminate an engagement by giving 14 days' written notice. In the event of termination, you will be invoiced for work completed to the date of termination. Prepayments in excess of work completed will be refunded in accordance with our Refund Policy.

### **11.2 Termination for cause**

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

- Commits a material breach of these Terms and fails to remedy it within 14 days of written notice
- Becomes insolvent, enters administration, or ceases to trade
- Engages in conduct that is unlawful, dishonest, or brings the other party into disrepute

### 11.3 Effect of termination

Termination does not affect any accrued rights or obligations. Clauses 7 (Intellectual Property), 8 (Confidentiality), 9 (Data Protection), 10 (Limitation of Liability), and 13 (Governing Law) survive termination.

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## 12. Complaints

If you are dissatisfied with any aspect of our service, please contact us in the first instance at [contact@cyberpadlocking.co.uk](mailto:contact@cyberpadlocking.co.uk). We aim to acknowledge all complaints within 2 working days and to resolve them within 14 working days.

If you are not satisfied with our response, you may seek independent advice from Citizens Advice ([citizensadvice.org.uk](http://citizensadvice.org.uk)) or, if applicable, refer the matter to the relevant alternative dispute resolution scheme.

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## 13. Governing Law and Jurisdiction

These Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland.

Both parties submit to the exclusive jurisdiction of the Scottish courts.

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## 14. General

**Entire agreement:** These Terms, together with any SOW or engagement letter, constitute the entire agreement between the parties in respect of the relevant engagement.

**Variation:** No variation of these Terms is effective unless agreed in writing by both parties.

**Waiver:** Failure to exercise or delay in exercising any right under these Terms does not constitute a waiver of that right.

**Severability:** If any provision of these Terms is found to be unenforceable, the remaining provisions continue in full force and effect.

**Force majeure:** Neither party is liable for delays or failures caused by events outside their reasonable control, provided the affected party notifies the other promptly.

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## 15. Contact

**Email:** [contact@cyberpadlocking.co.uk](mailto:contact@cyberpadlocking.co.uk)

**Phone:** 07857 378706

**Website:** [www.cyberpadlocking.co.uk](http://www.cyberpadlocking.co.uk)

**Address:** Stirling, Scotland, United Kingdom

*These Terms of Service are intended to be clear and fair. They do not constitute legal advice. For complex or high-value engagements, you may wish to have bespoke contracts drafted by a qualified solicitor.*