



Terms & Conditions

July 2025

1. Introduction & Definitions

'I' or 'Clarity' = the provider (self employed owner Dan Clough)

'You' or 'User' = the recipient of Clarity's services

'Website' = www.findclarity.uk

2. Acceptance of Terms

By using the website and other services, you are accepting these terms.

3. Purpose of the Website

The website will be used to:

Provide content that small businesses may find useful

Offer some gated content for the purposes of collecting email addresses for future engagement

- Inform about and offer content review services.
- Inform about and offer copywriting services.
- Inform about and offer interviews with customers.
- Inform about and offer interviews with staff.

Benchmarking exercises would evidence the value of interventions suggested by Clarity. See the Services page for more detail.

Each engagement will be governed by a written Service Agreement that outlines specific deliverables, timelines, and payment terms.

4. User Eligibility & Account Rules

To access Clarity's services or open an account, users must:

Be resident in the United Kingdom or have a valid UK address.

Be aged 18 or over.

Have the legal capacity to enter into binding contracts.

Provide accurate and complete information during registration.

Not be subject to any legal restrictions or sanctions that prohibit account access or service use.

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5. User Obligations & Prohibited Conduct

By accessing this website, you agree to:

- Use the site for lawful personal or business reference only
- Not copy, modify, or reuse any content without written permission
- Not attempt to interfere with, hack, or reverse-engineer any part of the site
- Avoid using bots, scrapers, or automated tools to extract data
- Refrain from submitting false information or impersonating others via contact forms
- Respect our security measures and avoid any disruptive behaviour

Clients are required to:

- Supply necessary customer/client contact information in a timely manner. Interviews may be arranged by you without the transfer of contact information but you may be liable to payment if the interviews do not go ahead.
- Ensure that any personal data provided complies with UK GDPR and the Data Protection Act 2018. I prefer to use verbal transfer or Blip for personal data transfer. Popular platforms (e.g. Dropbox) may be used but require the use of online servers. If arranging interviews yourself, gain consent or permissions in advance and send evidence of these to Clarity at the latest 24 hours before the interview is scheduled to begin.

I operate as a Data Controller or Processor as specified in individual contracts. In doing so, I will:

- Process data fairly, lawfully, and transparently
- Outline lawful bases for processing in written agreements
- Honour the rights of data subjects (to see, change, delete or request copies in any reasonable format)
- Store and transmit data securely, within 3 month to 2 year time limits, depending on the use of the data.

See the Privacy Policy for more detail.



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6. Intellectual Property Rights

All written content on this website and other business related materials is original and created by Clarity. It is copyrighted and protected by an unregistered trademark status. Unauthorised use is forbidden.

All other audio and images not created by Clarity were obtained as royalty free media. If informed and shown evidence that the status of this media has changed, I will remove it.

Interview content will be considered owned by Clarity until full payment is made, after which a non-exclusive, royalty-free license is granted to you.

Clarity reserves the right to anonymise and showcase selected content in its portfolio unless otherwise agreed otherwise and in advance.

7. Third-Party Links & Content

I am not responsible for and have no control over third party platforms that may be linked on the website.

I am also not responsible and have no control over how clients, when given consent, use customer data for their own private use or public marketing.

8. Warranties & Disclaimers

Suggestions made by Clarity are not intended to be professional and I cannot guarantee their accuracy. Users implement suggestions based on their own understanding of any risks and are advised to seek professional help. Although reasonable efforts will be made to prevent it, I am unable to guarantee that the website or any files transferred between Clarity and any individual will be completely free of viruses or malware.

9. Confidentiality

Both parties agree to treat any commercially sensitive or personal information disclosed during the engagement as confidential. Disclosure to third parties is prohibited except where explicit consent is given or required by law (such as immediate risk of injury. See the Safeguarding Policy).



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10. Limitation of Liability, Payments & Force Majeure

Services are provided under contract for service, not employment.

No liability is accepted for loss of profits, revenue, data (unless handled outside the explicit processes I have described in the Privacy Policy), or any indirect or consequential loss. Liability exclusions do not apply in cases of fraud, gross negligence, or statutory consumer rights.

For services arranged electronically or by phone (not on business premises), cancellation may be made within 14 days of signing the contract and only actual losses will be charged.

Refunds may also be made if cancellation is deemed not to be the client's fault.

All fees shall be invoiced within a month as stated in your Service Agreement.

Full payment is due within 14 calendar days of receipt of the invoice unless otherwise agreed (e.g. special offers, a retainer arrangement). Statutory interest may be charged if payment is late.

Refunds may be requested for any service unless out of Clarity's control (e.g. a printing or other service makes an error or causes a delay, force majeure).

Liability shall not exceed the value of the full payment agreed for the service.

Clarity maintains professional indemnity and contents insurance (Hiscox))

11. Termination & Suspension

Either party may terminate the agreement with 14 days' written notice, unless otherwise agreed in your Service Agreement; immediately, if there is a material breach (e.g. non-payment, misuse of deliverables, or breach of confidentiality; or if the other party becomes insolvent or ceases trading.

Any work completed up to the termination date will be invoiced based on the time spent on its completion.

Services may be temporarily suspended if payment is overdue by more than 7 days, you fail to provide required assets, feedback, or access, or external factors (e.g. force majeure, illness, or technical failure) prevent delivery. Suspension does not cancel the contract but may delay timelines. Clarity will notify you in writing and resume services once the issue is resolved.



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11. Termination & Suspension (continued)

If terminated, any outstanding fees become immediately payable and the client's licence to use deliverables continues only if full payment has been made. Confidentiality and data protection obligations remain in force.

12. Complaints policy

Clarity is committed to delivering high-quality services. If you're dissatisfied with any aspect of my work, please let me know. At any time, you may complain in writing using the contact information at the top of page 1. Please include your name and contact details, the project reference number, a clear description of the issue and any supporting documentation.

I will acknowledge your complaint within 5 working day. A full response will be provided within 14 working days. If more time is needed, I will explain why and give a new response date. Where appropriate, I will offer a remedy or clarification, an apology and an explanation of changes made to avoid the same thing happening again. All complaints are handled confidentially and respectfully and are seen as a chance to improve.

13. Governing Law & Jurisdiction

Should any dispute arise, both parties agree to seek resolution through Alternative Dispute Resolution (ADR) prior to litigation. The contract shall be governed by the laws of England and Wales, and subject to the exclusive jurisdiction of the courts of England.

13. Contact Information

For legal notices, questions or disputes, please write to dan.clough@findclarity.uk or 70C, Amhurst Road, Hackney, E8 1JH.

