Terms and Conditions of Sale

JSFR Consulting Ltd | Trading as Sarah Lambley Marketing

Company No. 10149831 | Registered in England and Wales

VAT Registration No. 240474035

Last updated: 2nd November 2026

1. Definitions and Interpretation

In these Conditions the following definitions apply:

"Company"	means JSFR Consulting Ltd, trading as Sarah Lambley Marketing, a company incorporated and registered in England and Wales with company number 10149831, whose registered office is at 29 Kingfisher Road, Knaresborough, North Yorkshire, HG5 0GD.
"Applicable Law"	means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national.
"Business Day"	means a day other than a Saturday, Sunday or bank or public holiday when banks in England are generally open for business.
"Charges"	means the price for the Product as specified at the time the Customer places an Order.
"Conditions"	means these terms and conditions of sale.
"Consumer"	means an individual buying wholly or mainly for purposes outside their trade, business, craft or profession
"Contract"	means the agreement between the Company and the Customer for purchase of a Product, incorporating these Conditions and the Order.
"Customer"	means the person or entity who places an Order for a Product.
"Digital Content"	means any product delivered in digital form, including but not limited to online courses, video content, downloadable guides, templates, workbooks, and any other digital resources.
"Force Majeure"	means an event or sequence of events beyond the Company's reasonable control preventing or delaying performance of the Contract, including without limitation: act of God, fire, flood, earthquake or other natural disaster, epidemic or pandemic, governmental action, war, riot or civil unrest, interruption or failure of utilities, telecommunications or technology services, strike, lockout or other industrial action.
"Intellectual Property Rights"	means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in software, rights to invention, domain names and all other intellectual property rights and similar rights, whether registered or not, including all renewals and extensions thereof.
"Order"	means the Customer's order for a Product placed through the Company's checkout process.

"Platform"	means any third-party digital platform used by the Company to deliver or host Products from time to time.
"Product"	means any Digital Content or Your Marketing Hour offered for sale by the Company through the Website and its checkout, as described at the point of sale. It does not include consultancy services.
"VAT"	means value added tax under the Value Added Tax Act 1994, or any equivalent sales or fiscal tax applying to the sale of the Products.
"Website"	means any website or digital channel operated by or on behalf of the Company, including www.sarahlambleymarketing.com.
"Your Marketing Hour"	means a one-hour, one-to-one online session with Sarah Lambley, delivered by video call and booked after purchase.

In these Conditions, unless the context otherwise requires:

- a reference to the Contract includes these Conditions and the Order;
- headings are for convenience only and do not affect interpretation;
- references to a 'person' include individuals, companies and other bodies, whether or not having separate legal personality;
- words in the singular include the plural and vice versa;
- 'include', 'includes' and 'including' are illustrative and do not limit the preceding words;
- a reference to any legislation includes all amendments, extensions and re-enactments.

2. Application of these Conditions

2.1. These Conditions apply to and form part of the Contract between the Company and the Customer. They supersede any previously issued terms and conditions.

2.2. These Conditions apply to purchases of digital products (including online courses, templates and other Digital Content) and of Your Marketing Hour. They do not apply to consultancy services, which are provided under a separate written agreement between the Company and the client.

2.3. Any change to these Conditions or to an Order must be agreed in writing (email is fine).

2.4. **How the Contract is formed.** The Customer places an Order by completing the checkout process and clicking the purchase button. Before doing so, the Customer can review and correct the details entered. By placing an Order, the Customer accepts these Conditions. The Contract is formed when payment is successfully processed and the Company sends an order confirmation email. These Conditions are available on the Website, and the order confirmation email will record the key details of the Contract. The Contract is concluded in English.

2.5. If the Company is unable to accept an Order, it will notify the Customer as soon as reasonably practicable.

2.6. Marketing and promotional material relating to Products is illustrative only and does not form part of the Contract, except as required by law for consumers.

2.7. Age. The Customer must be 18 or over to buy a Product. By placing an Order, the Customer confirms that they are 18 or over.

3. Orders and Payment

3.1. Products are sold on a one-off purchase basis unless otherwise specified at the point of sale.

3.2. The Charges are the prices displayed for the Product at the time the Customer submits an Order. Prices are displayed in US dollars (USD) unless otherwise stated at checkout.

3.3. Payments are charged in the currency shown at checkout. If the Customer's card or account is in a different currency, any conversion, and any associated fees or charges, are applied by the Customer's card provider or bank and are the Customer's responsibility.

3.4. Displayed prices include any VAT, GST or other sales tax that applies to the purchase, based on the Customer's location. The Company is responsible for accounting for and paying these taxes to the relevant tax authority. The Customer must provide accurate location details at checkout so that the correct tax can be applied.

3.5. Payment is processed via a third-party payment processor. The Company does not store payment card details. By placing an Order, the Customer agrees to the payment processor's terms of service.

3.6. Time of payment is of the essence. Where payment fails or is charged back without valid reason, the Company reserves the right to refuse or revoke access to the Product and recover any reasonable costs incurred.

4. Delivery

4.1. Upon successful payment, the Customer will receive access to the Product via a digital delivery platform. The Company reserves the right to use any Platform of its choosing for delivery and may change this from time to time without notice to the Customer, provided access to the Product is maintained. If access moves to a new Platform, the Customer may need to set up a new login, and their progress may not transfer.

4.2. Access details will be provided by email to the address given at checkout. The Customer is responsible for ensuring their email address is correct at the point of Order.

4.3. Access to Digital Content is normally given immediately after payment is confirmed. If there is a delay, the Company will use reasonable endeavours to provide access within one Business Day of payment confirmation. Any dates given for the delivery of services are estimates only.

4.4. The Company shall not be liable for any delay in delivery caused by Force Majeure or by the failure of any third-party platform or technology service outside the Company's control.

4.5. Services such as Your Marketing Hour will be scheduled with the Customer after purchase via the booking link in the confirmation email.

5. Cancellation and Refunds

5.1 Who this clause applies to

5.1.1. Clauses 5.2 to 5.6 apply only where the Customer is a consumer. The Customer confirms at checkout whether they are buying as a consumer or as a business.

5.1.2. Clause 5.7 applies to business customers.

5.1.3. Nothing in this clause affects any additional rights a consumer has under the mandatory laws of the country in which they live.

5.2 Consumer Right to Cancel

A consumer may cancel their Order without giving a reason within 14 days of the day after the Contract is made (the "cancellation period"). The right to cancel is lost in the circumstances set out in clauses 5.3 and 5.4.

5.3 Digital Content (courses, templates and other digital products)

5.3.1. Before paying, the Customer will be asked at checkout to request immediate access to the Digital Content and to acknowledge that, once access has been given, they will lose their right to cancel. This request and acknowledgement will be confirmed in the Customer's order confirmation email.

5.3.2. Access is given immediately after payment, by email (for example, confirmation of enrolment on a course or a link to download the Digital Content) and through the Customer's account on the Platform. From that point, the right to cancel ends and no refund is due, except as set out in clause 5.8.

5.4 Services (including Your Marketing Hour)

5.4.1. Where a service may be delivered within the cancellation period, the Customer will be asked at checkout to request that the service can be provided within that period, and to acknowledge that they lose their right to cancel once the service has been fully provided.

5.4.2. If the Customer cancels within the cancellation period before the service has been provided, they will receive a full refund, less a proportionate amount for any part of the service already provided at their request.

5.4.3. Once the service has been fully provided, the right to cancel ends and no refund is due, except as set out in clause 5.8.

5.4.4. Booking, rescheduling and missed sessions. The Customer books Your Marketing Hour using the booking link in their order confirmation email, choosing from the dates and times available. The session must be booked for a date within 4 weeks of purchase (or a later date the Company agrees, for example when rescheduling). If the Customer has not booked a session within 4 weeks of purchase, the session expires and no refund is due, unless the Company agrees to extend it. The Customer may reschedule a booked session once, free of charge, by giving at least 24 hours' notice, using the booking link or by emailing hello@sarahlambleymarketing.com. Any further rescheduling, or a change requested with less than 24 hours' notice, is at the Company's discretion. If the Customer does not attend a booked session, or cancels it with less than 24 hours' notice, the session is treated as used and no refund is due. Nothing in this clause affects a consumer's right to cancel under clause 5.4.2 during the cancellation period.

5.5 How to cancel

5.5.1. To cancel, the Customer must tell the Company within the cancellation period by emailing hello@sarahlambleymarketing.com with a clear statement that they wish to cancel.

5.5.2. The Customer may use the model cancellation form in Schedule 1 to these Conditions, but does not have to.

5.5.3. The Customer may also cancel an order for Your Marketing Hour online, using the cancellation form at buy.sarahlambleymarketing.com/cancel-your-marketing-hour/.

5.5.4. To meet the deadline, the Customer only needs to send their cancellation before the cancellation period ends.

5.6 Refunds

5.6.1. The Company will refund any amount due under this clause within 14 days of receiving the Customer's cancellation.

5.6.2. Refunds will be made to the original card or payment account used for the purchase. The Company cannot make a refund to a different card or account. The Customer will not be charged any fee for the refund.

5.6.3. Where a refund is due, access to the relevant Product will end.

5.7 Business Customers

5.7.1. Business customers do not have a statutory right to cancel. Purchases of Digital Content by business customers are final once access has been granted, except as set out in clause 5.8.

5.7.2. Cancellation of services provided to business customers, including consultancy services, is governed by the proposal or engagement terms agreed with the Company.

5.8 Faulty or mis-described products

5.8.1. Nothing in these Conditions affects the Customer's statutory rights. For consumers, this includes their rights under the Consumer Rights Act 2015 where Digital Content is not of satisfactory quality, not fit for purpose or not as described, and where a service is not provided with reasonable care and skill.

5.8.2. A Customer who believes a Product is faulty or mis-described should contact hello@sarahlambleymarketing.com.

6. International Sales

6.1. The Company sells Products to customers worldwide. The Contract is governed by the laws of England and Wales, subject to Clause 20.2.

6.2. It is the Customer's responsibility to ensure that the purchase of a Product is lawful in their jurisdiction. The Company makes no representation that Products are appropriate or available for use in any particular country.

6.3. The Customer is solely responsible for compliance with any local laws, regulations or import restrictions that may apply to the purchase or use of Digital Content in their jurisdiction.

7. Product Content and Access

7.1. The Company may update a Product after purchase to keep it accurate, clear, compliant and working. For example, it may correct errors, reflect changes in law or regulation or in the third-party tools a Product refers to, clarify or improve explanations, re-record or re-edit a lesson, or fix technical problems. These updates are made at no extra cost. The Company will not make changes to a Product the Customer has bought that reduce its main content or features, or that stop it matching its description. Larger changes are made by releasing a new version under clause 7.5.

7.2. Access to Products is for the Customer's own use, under the licence in clause 11.2, and is non-transferable. The Customer may not share login details or grant access to any Product to any third party.

7.3. The Company reserves the right to revoke or suspend access to a Product if it reasonably believes the Customer is in breach of these Conditions, including misuse of access credentials or breach of the intellectual property provisions in clause 11.

7.4. Where a Product is described as including "lifetime access", the Customer can keep using the version they bought for as long as the Company runs its online course platform, even if the Company stops selling that course to new customers. New versions and replacements are covered by clause 7.5. If the Company closes its online course platform, clause 7.6 applies.

7.5. The Company may create a new or substantially revised version of a course. A new version is a separate Product. The Company does not have to give it to customers who bought an earlier version, but may choose to offer it to them free of charge or at a reduced price. If the Company withdraws a version of a course (rather than only stopping new sales), it will either give the Customer access to a replacement course that covers at least the same core content at no extra cost, or make the materials available under clause 7.6, and will email the Customer at least 4 weeks before access to the withdrawn version ends. A Customer who bought part of a course (for example, one section) will get the equivalent part of any replacement. Progress, quiz results and completion records will not transfer to a replacement. Anything the Customer has already downloaded is theirs to keep under the licence in clause 11.2.

7.6. If the Company stops selling Products and closes its online course platform, it will give the Customer at least 4 weeks' notice by email where possible, and will make the course materials (including the lesson videos and downloads) available through a file-sharing service such as Google Drive, so that the Customer can download and keep them for use under the licence in clause 11.2.

7.7. Course support. The Company will help by email (hello@sarahlambleymarketing.com) with problems accessing or using a course or its downloads, for example a lesson that will not play, a missing download or a login problem. Where a Product is accessed through a Platform (for example SamCart), the Customer should first try to resolve login or account issues using that Platform's own login help or support; if the problem is not resolved, the Company will help. Course support does not include personal advice, feedback on the Customer's work, or consultancy on the Customer's business or marketing. The Company may decline or limit requests that go beyond this, or that are excessive. Customers who would like personal advice can book Your Marketing Hour or ask the Company about consultancy. This clause does not affect the Customer's rights under clause 5.8.

7.8. Telling the Customer about updates. The Company will tell the Customer about any update under clause 7.1 that changes what a lesson teaches or replaces a download, by email to the address held for the Customer, by a notice in the course, or both. Small corrections, such as fixing a typing error or a broken link, may be made without notice.

7.9. Course progress. If a lesson is added or replaced, the progress shown on the Platform may change. For example, a new lesson will show as not yet completed, so a course the Customer has finished may show as less than 100% complete. This does not affect the Customer's access to the course or to anything they have already completed or downloaded.

8. Warranty

8.1. The Company will supply services with reasonable care and skill, and Digital Content that is of satisfactory quality, fit for purpose and as described.

8.2. If the Customer is a business customer, except as set out in this clause and in clause 5.8, the Company gives no warranties and makes no representations in relation to the Products, and all warranties and conditions (including those implied by statute or common law) are excluded to the fullest extent permitted by law.

8.3. The Company does not warrant that access to any Product will be uninterrupted or error-free, or that the Platform used for delivery will be available at all times. The Company will use reasonable endeavours to restore access where disruption is within its control.

8.4. Some Products are designed to be used with third-party tools (for example Claude or Canva). The Company does not control those tools, and their features, pricing and availability (including any free versions) may change. Any statement about a third-party tool describes it at the time of sale.

9. Limitation of Liability

9.1. The extent of the parties' liability under or in connection with the Contract shall be as set out in this clause 9.

9.2. If the Customer is a business customer, then, subject to clause 9.6, the Company's total liability shall not exceed the amount of the Charges paid by the Customer for the relevant Product.

9.3. If the Customer is a business customer, then, subject to clause 9.6, the Company shall not be liable for any consequential, indirect or special losses, including (without limitation):

- loss of profit;
- loss or corruption of data;
- loss of use or opportunity;
- harm to reputation or loss of goodwill;
- any losses arising from the Customer's implementation or application of any content within a Product.

9.4. If the Customer is a consumer, the Company is responsible for loss or damage the Customer suffers that is a foreseeable result of the Company breaking the Contract or failing to use reasonable care and skill. Loss or damage is foreseeable if it is obvious that it will happen, or if both the Customer and the Company knew it might happen when the Contract was made. The Company is not responsible for loss or damage that is not foreseeable. Results from applying the content of a Product are covered by clause 10.

9.5. The Company's Products are video lessons, documents and templates. They are not software and are not installed on the Customer's device. If a consumer shows that Digital Content supplied by the Company damaged their device or other digital content, and that this happened because the Company did not use reasonable care and skill, the Company will either repair the damage or pay reasonable compensation, as the law requires. The

Company is not responsible for damage caused by: (a) the Customer's own device, operating system, browser, security software or internet connection; (b) the Customer not keeping their device, browser and security software up to date; (c) third-party tools or apps the Customer chooses to use to open, edit or store a Product (for example Canva, PowerPoint, Google Drive or a PDF reader), which are governed by those providers' own terms; or (d) anything else outside the Company's reasonable control.

9.6. Nothing in the Contract limits or excludes liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation;
- any other losses that cannot be excluded or limited by Applicable Law.

10. Results Disclaimer

10.1. The Products provide educational content and marketing guidance based on the Company's professional experience and knowledge. They do not constitute professional advice tailored to the Customer's individual circumstances.

10.2. Results from applying the content of any Product will vary. They depend on factors outside the Company's control, including but not limited to the Customer's own execution, the nature of their business, their target market, available budget, competitive environment, and general market conditions.

10.3. The Company makes no guarantee, representation or warranty that the Customer will achieve any particular outcome, result or level of commercial success as a result of purchasing or applying any Product. Any case studies, examples or illustrations used in the Products are for illustrative purposes only and are not a promise of equivalent results.

11. Intellectual Property

11.1. All Intellectual Property Rights in or arising from the Products and their content are owned by the Company and are reserved. The Customer acquires no ownership rights by purchasing a Product.

11.2. The Company grants the Customer a personal, non-exclusive, non-transferable licence to access and use the Product for their own personal or internal business purposes during the period for which access is provided.

11.3. The Customer may not:

- share, reproduce, distribute or resell any Product or any part of it;
- make any Product or part of it available to third parties, whether for payment or free of charge;
- create derivative works based on any Product without the Company's prior written consent.

11.4. Any recordings, live session content or other materials forming part of a Product remain the intellectual property of the Company and may not be shared or copied to third parties.

12. Confidentiality

12.1. The Company will keep confidential any information about the Customer's business that the Customer shares in connection with a Product (including during Your Marketing

Hour), and will use it only to provide that Product, unless the information is already public or disclosure is required by law.

13. Personal Data

13.1. The Company will use personal information provided by the Customer to:

- process the Order and provide the Product;
- communicate with the Customer regarding their purchase;
- inform the Customer about similar marketing courses and tools. The Customer can opt out by ticking the box at checkout, or at any time using the unsubscribe link in any marketing email. Emails about the Customer's order will still be sent.

13.2. The Company will process personal data in accordance with its Privacy Policy, available at https://www.sarahlambleymarketing.com/privacy-policy/

13.3. When the Customer places an Order, the Company will share necessary personal data with third-party platforms and payment processors solely for the purpose of delivering the Product and processing payment.

14. Acceptable Use

From the date the Contract commences, any behaviour by the Customer that the Company deems disruptive, abusive or harmful (in the Company's reasonable discretion) may result in the Customer being denied access to the Product. No refund will be due where access is revoked on these grounds, except where the law requires otherwise.

15. Force Majeure

The Company shall not be liable for any delay or failure in performance resulting from Force Majeure. The Company will notify the Customer promptly when a Force Majeure event causes delay or failure, and when it ceases. If a Force Majeure event continues for more than 60 days, either party may terminate the Contract by written notice.

16. Termination

16.1. The Company may end the Contract and the Customer's access by email if the Customer seriously breaches clause 7.2, 11 or 14, or if payment fails or is reversed without valid reason.

16.2. Ending the Contract does not affect rights already accrued, and clauses 9, 11, 20 and 21 continue to apply.

17. Notices

17.1. Notices under these Conditions must be in writing, in English, and sent by email. A notice sent by email is treated as received when it is sent or, if it is sent outside 9.00am to 5.00pm on a Business Day, at 9.00am on the next Business Day.

17.2. Notices to the Company must be sent to hello@sarahlambleymarketing.com. Notices to the Customer will be sent to the email address provided at checkout.

17.3. A consumer's notice of cancellation under clause 5 may be given by any clear statement and is effective when sent. Email to hello@sarahlambleymarketing.com is the quickest method.

18. General

18.1. If the Customer is a business customer, the Contract constitutes the entire agreement between the parties and supersedes all previous agreements in respect of its subject matter. Each party acknowledges that it has not relied on any representation or warranty not expressly set out in the Contract.

18.2. The Customer may not assign or transfer any right or obligation under the Contract without the Company's prior written consent. The Company may assign or subcontract any of its rights or obligations without the Customer's consent.

18.3. If any provision of the Contract is or becomes illegal, invalid or unenforceable, the remaining provisions shall continue in full force and effect.

18.4. No failure or delay by the Company in exercising any right shall operate as a waiver. A waiver is only effective if given in writing.

18.5. No third party shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of the Contract.

18.6. Nothing in the Contract creates a partnership, agency relationship or employment relationship between the parties.

18.7. The rights and remedies of the Company under the Contract are cumulative and not exclusive of any rights or remedies provided by law.

19. Complaints and Disputes

19.1. If the Customer has a complaint or dispute, they should first contact hello@sarahlambleymarketing.com. Both parties will try in good faith to resolve the matter informally within 30 days.

19.2. If the matter is not resolved, either party may propose mediation or another form of alternative dispute resolution. If the Customer is a consumer, the Company will provide details of a relevant ADR provider and confirm whether it agrees to use it.

19.3. For business customers, neither party may start court proceedings (except for urgent injunctive relief) until the 30-day period in clause 19.1 has ended.

19.4. Nothing in this clause affects a consumer's statutory rights, including the right to cancel under clause 5 or to bring proceedings in accordance with clause 21.

20. Governing Law

20.1. The Contract and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

20.2. If the Customer is a Consumer, this choice of law does not deprive them of the protection of any mandatory provisions of the law of the country in which they live.

21. Jurisdiction

21.1. If the Customer is a business customer, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract.

21.2. If the Customer is a consumer, the courts of England and Wales shall have jurisdiction, but the consumer may also bring proceedings in the courts of the country (or part of the United Kingdom) in which they live, where the law gives them that right.

Schedule 1 – Model Cancellation Form

(Complete and return this form only if you wish to cancel the Contract.)

To: JSFR Consulting Ltd, trading as Sarah Lambley Marketing, 29 Kingfisher Road, Knaresborough, North Yorkshire, HG5 0GD. Email: hello@sarahlambleymarketing.com

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following digital content [*] / service [*]:

Ordered on [*]:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is sent on paper):

Date:

[*] Delete as appropriate.