

Terms and Conditions

Last Updated: 30 June 2025

Welcome to **NorthStar Consulting UK** ("we," "us," "our").

These Terms and Conditions govern your use of our services, including subscriptions, bespoke projects, and report access. By purchasing or using our services, you agree to be legally bound by these terms. If you do not agree, you must not use our services.

1. Pricing and Subscriptions

1.1 Subscription Plans & Descriptions

All subscription plans are **invoiced monthly for a minimum term of 12 months**, unless otherwise agreed in writing.

Below are the details of each plan:

(A) Navigator Start (£99/month)

For: Early-stage SMEs seeking market validation and insight.

Includes:

- Monthly sector-specific market and competitor insights
- Quarterly 60-minute strategy check-ins with a NorthStar expert
- Guided support for business direction and decision-making

- Website and SEO review (including multilingual content suggestions)
- Access to the SME Navigator dashboard with monthly reporting
- Market research and trend monitoring; clients are alerted to critical developments
- Support from partner agencies in key regions (e.g. China/HK)

Note: We provide strategic input and research. Implementation (e.g., technical fixes, content writing, supplier negotiations) is not included.

(B) Navigator Growth (£199/month)

For: Scaling businesses, refining their sales & pitch strategy.

Includes all Navigator Start services, plus:

- Go-to-market blueprint tailored to product/service
- Deep-dive market analysis (quantitative & qualitative)
- Sales strategy and pitch deck refinement
- Monthly 60-minute consultancy session
- Insights into international market potential and brand positioning

Note: Advisory-focused. ***We do not manage marketing execution or product development. You apply the recommendations—we guide the path.***

(C) Navigator Global (£399/month)

For: Businesses expanding internationally.

Includes:

- Export strategy and multi-market entry roadmap
- Partner and distributor research across UK/EU/US/Asia
- Access to trusted legal/logistics/infrastructure networks
- International pricing, positioning, and persona development

- Regional scaling support (as closely or remotely as needed)

Note: NorthStar identifies opportunities and partners, but **does not negotiate contracts or develop products**. Please see the "Internationalisation" section.

(D) Navigator: Commercialisation (£399/month)

For: Startups preparing for investment or monetisation.

Includes all Navigator Growth services, plus:

- Investor-ready strategy development (pitch, term sheet, financials)
- Market-fit analysis and customer validation research
- Co-development of investment decks and proposals
- Targeted outreach to investor networks in the UK, EU, and beyond

Note: We guide your Commercialisation Strategy, but we do not execute it. See "Commercialisation" section for details on how we help your Commercialisation efforts. If we deem your proposal valid and economically sound, we can fund it. See section 4, "What We Invest In" Terms and Conditions.

NorthStar is not a broker and does not raise funds on your behalf or act as a legal representative.

(E) Bespoke (Custom Pricing) - see section "Bespoke"

For: Enterprises or ventures requiring tailored solutions.

Examples include:

- Full multilingual website builds (handover only; we do not manage content post-launch)
- SEO & content support across multiple markets
- Custom dashboards and deep data reviews

- Equity or revenue-share models available (subject to scoping)

Note: We collaborate to scope and structure projects. We do not assume internal team roles, manage operations, or provide implementation unless expressly contracted.

1.2 Annual Benefits

Clients on **annual commitments** receive:

- A **free Market Trends Briefing** (valued at £300).
- **Exclusive discounts** on premium reports and courses (varies by plan).

1.3 Payment & Renewal

- Invoices are issued **monthly in advance**.
- **Auto-renewal:** Plans renew for successive **12-month terms** unless cancelled with **30 days' written notice** before renewal.

1.4 Termination

- **Early termination is not permitted** within the 12-month term unless:
 - Agreed in writing by both parties, **or**
 - Required under applicable consumer laws (e.g., UK/EU cooling-off rights).
- **Refunds:** No prorated refunds unless services are materially defective.

2. Bespoke Projects

2.1. For bespoke projects, we will provide a quote based on the scope of work agreed upon with the customer.

2.2. Once the quote is accepted, we will invoice you according to the agreed terms. Payment is due within 30 days of the invoice date unless otherwise explicitly agreed in writing by both parties.

2.3. Failure to pay within the agreed timeframe may result in suspension of services or additional charges as permitted by law.

2.4 Market Research Services & Third Party Costs

1. Scope of Market Research Services

NorthStar Consulting provides market research design, project coordination, and insight analysis as part of the SME Navigator Plans and Bespoke Services.

Unless otherwise specified in writing, monthly plans (e.g. £99 or £399/month) include:

- Research planning and question scoping
- Access to our in-house market research tools and databases (e.g. Statista, eMarketer, trend repositories)
- Competitor and desk research
- Analysis and interpretation by our team
- Strategic reporting and consultation

2. Excluded Costs (Third-Party Services)

The following items are **not included** in your plan and may incur **additional charges**:

- Fees from third-party research providers (e.g. Kantar, Ipsos, Dynata, Nielsen)
- Paid survey distribution or access to external participant panels
- Participant incentives, compensation, or prizes for research participation
- Full access or individual report downloads from external paid research tools outside our existing subscriptions
- Translation or localisation services
- Custom development of dashboards or tools beyond the agreed deliverables

NorthStar Consulting does not pay for third-party services on behalf of clients.

Any such costs will be:

- Quoted in writing before commitment
- Invoiced separately and payable by the client in advance, or as agreed

3. Use of Partners

In cases where international or high-volume data collection is required, NorthStar may recommend collaboration with research partners. These services are arranged by NorthStar but contracted or paid separately by the client, unless otherwise agreed.

4. Transparency & Approvals

Clients will be fully informed of any additional costs, and **no external expenses will be incurred without prior written approval.**

2.5 Commercialisation Services & Third-Party Costs

1. Scope of Commercialisation Support

NorthStar Consulting offers comprehensive commercialisation support to clients as part of its SME Navigator Plans and bespoke engagements.

This includes (but is not limited to):

- Identification of commercialisation partners and distributors
- Sourcing of warehousing, logistics, or fulfilment providers
- Outreach to local agencies and placement partners
- Country-specific market entry research
- Coordination of local legal, regulatory, and customs requirements
- Communication with customs brokers, clearance agents, and port authorities
- Advisory on documentation, labelling, and compliance standards
- Strategic guidance on route-to-market and localisation

We act as your strategic and operational facilitator, managing research, introductions, and coordination — while saving you time, mitigating risk, and ensuring informed decision-making.

2. Third-Party Costs & Client Responsibilities

While we coordinate and manage commercialisation processes, **all third-party costs are the responsibility of the client.**

These include, but are not limited to:

- Warehouse rental or fulfilment fees
- Agency or distribution partner retainers
- Shipping, import/export duties, and clearance fees
- Customs inspections, certifications, and documentation charges
- Legal or regulatory consulting in specific jurisdictions
- Travel and accommodation (for in-person site visits if requested)
- Product localisation or translation services
- Local advertising, media placements, and partner retainers
- Vendor deposits or onboarding fees

3. Payments and Invoicing

NorthStar Consulting may act as a **payment facilitator**, enabling you to process payments to third parties through our channels for ease and compliance.

However:

- These costs will be **quoted and approved in advance**
- All third-party expenses will be **invoiced separately** and must be paid in full before execution
- **NorthStar Consulting does not cover or absorb third-party charges under any SME Navigator Plan or Bespoke Service package**

We may also recommend external providers, but responsibility for final selection and approval remains with the client unless a written agreement specifies otherwise.

4. Transparency & Limitations

Clients will be fully informed of all costs and external service requirements in advance.

No commitments will be made on behalf of the client without prior written consent.

NorthStar Consulting does not accept liability for delays or issues arising from third-party performance, though we will support resolution where possible.

2.6 Internationalisation Services & Third-Party Costs

1. Scope of Internationalisation Support

NorthStar Consulting provides strategic and operational support for businesses expanding into international markets.

This includes:

- Identifying suitable commercial partners in the target market
- Coordinating customs research and clearance preparation
- Cost mapping for market entry, compliance, and operational logistics
- Connecting clients with customs agents, legal experts, and regulatory consultants
- Arranging initial expert calls or assessments, where feasible
- Comparing logistics options (e.g. direct shipping vs. local warehousing)
- Advising on bonded vs. non-bonded warehouse options
- Exploring incorporation options, local representation, and the feasibility of appointing local directors

These services are designed to **streamline the process of internationalisation**, reduce risk, and help clients make well-informed decisions.

2. Exclusions and Client Responsibilities

While NorthStar will manage the research, planning, and coordination, **the following are not included in any standard plan or bespoke engagement unless otherwise agreed in writing:**

- Fees from customs brokers, legal advisers, or local regulatory consultants
- Warehousing costs, shipping and freight, import/export duties, and tax advisory services
- Business incorporation fees, local director or representative costs
- Licences, permits, or documentation costs in foreign jurisdictions
- Translation or localisation services
- Travel and accommodation costs for in-market visits or negotiations
- Paid subscriptions or databases required by third parties

If additional third-party support is required, NorthStar will:

- Provide recommendations or facilitate introductions
- Coordinate the engagement process
- Request client approval in writing before any commitment
- Invoice third-party costs separately, when applicable

NorthStar does not cover third-party expenses within SME Navigator Plans or bespoke consulting packages. All such costs are **borne by the client**.

3. Reports

3.1. If you choose to purchase access to a single report, you will be invoiced for that specific report only.

3.2. Upon purchase, you will receive a link to a live document where updates, adaptations, and changes to the report will be automatically added. This applies only to reports where such conditions are explicitly stated on the report description page.

3.3. By accessing the live document, you acknowledge that the content may be updated, modified, or adapted by us at any time.

4. "What We Invest In"

NorthStar Consulting UK provides strategic consulting and non-binding investment support to selected UK and international SMEs through the SME Navigator programme and related services.

We **do not operate as a financial institution**, fund manager, or FCA-regulated investment firm.

Nothing on this page or elsewhere on our site constitutes a financial promotion, investment advice, or a legally binding offer to invest.

All expressions of interest in supporting businesses—whether through equity, revenue share, partnership, or consulting services—are **subject to due diligence**, internal review, and mutual agreement. NorthStar Consulting UK reserves full discretion over any such engagements.

Businesses seeking investment or funding support are advised to consult their own legal and financial advisors before entering into any arrangement.

4.1 What We Invest In (Operational Description)

NorthStar Consulting UK may choose to support select SMEs through tailored commercial partnerships, including:

- Strategic consulting in exchange for equity or revenue share
- Proposal development, pitch deck refinement, and market validation
- Network introductions to investors, partners, and grant bodies
- Limited capital support in exceptional, approved cases

We focus on early-stage, growth-ready companies that align with our values and sector expertise.

These include (but are not limited to):

- B2B SaaS & digital platforms
- Green innovation and climate technologies
- Ethical eCommerce and creator-led brands
- Export-oriented UK manufacturers or IP-led businesses
- Purpose-driven, high-impact ventures in underfunded regions

All engagements are assessed individually, and **no financial or legal commitment is made without a formal agreement**. We are selective, founder-first, and focused on impact—not high-volume deal-making.

We do **not**:

- Provide regulated financial services
- Guarantee funding outcomes
- Enter into investment arrangements without legal documentation
- Offer investor representation, brokerage, or fiduciary management

5. Refunds & Cancellations (Key Updates for 2025)

UK/EU Consumers:

- 14-day cooling-off period for **digital content** (unless access has started).

Business Clients:

- No refunds unless services are undelivered or materially non-compliant.

6. Governing Law and Jurisdiction

6.1. These Terms and Conditions are governed by the laws of England and Wales and the laws of Scotland, where we also operate.

6.2. Any disputes arising from these terms will be subject to the exclusive jurisdiction of the courts of England and Wales or Scotland, as applicable.

7. Support for SMEs in the US

7.1. We welcome inquiries and collaborations from small and medium-sized enterprises (SMEs) in the United States.

7.2. If you are a US-based SME, we are happy to provide suggestions or work with you on bespoke projects, subject to mutual agreement and compliance with applicable laws.

8. General Terms

8.1. **Amendments:** We reserve the right to update or modify these Terms and Conditions at any time. Any changes will be effective upon posting on our website. Your continued use of our services constitutes acceptance of the updated terms.

8.2. **Limitation of Liability:** To the fullest extent permitted by law, we shall not be liable for any indirect, incidental, or consequential damages arising from your use of our services.

8.3. **Force Majeure:** We are not liable for any failure or delay in performance due to events beyond our reasonable control, including but not limited to acts of God, natural disasters, or government restrictions.

8.4. **Entire Agreement:** These Terms and Conditions constitute the entire agreement between you and us regarding the use of our services and supersede any prior agreements or understandings.

Contact Us

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

NorthStar Consulting UK

73, Holloway Road

N7 8JZ

United Kingdom

info@northstar-consulting.uk