

# Northloom Ltd — Consultancy & Advisory Terms and Conditions

**Last updated:** 18 October 2026

These Consultancy and Advisory Terms and Conditions (“**Terms**”) govern the provision of technical assessments, benchmarking, architectural reviews, and ongoing advisory services by **Northloom Ltd** (“**Northloom**”, “**we**”, “**us**”, or “**our**”) to the business client procuring the services (“**Client**”, “**you**”, or “**your**”).

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## 1. Definitions and Structure of Agreement

**1.1 Business-to-Business Only:** These Terms apply strictly to business clients. By engaging Northloom, you confirm that you are acting in the course of a business and not as a consumer.

**1.2 Order Confirmation / Statement of Work (“Scope Confirmation”):** Before any work begins, Northloom and the Client will agree in writing (which may be by email) on the specific service tier, the agreed questions, workload or model parameters, inputs to be provided, deliverables, and fees (“**Scope Confirmation**”).

**1.3 The Agreement:** Together, these Terms and the applicable Scope Confirmation form the entire contract between Northloom and the Client (“**Agreement**”). In the event of any conflict, the specific terms in the Scope Confirmation shall take precedence over these general Terms. Any standard terms and conditions attached to a Client purchase order are expressly excluded.

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## 2. Scope of Services

**2.1 Standard of Care:** Northloom shall perform the agreed consultancy and advisory services (“**Services**”) with reasonable care and skill in accordance with good industry practice for AI systems engineering.

**2.2 Defined Boundaries:** Our Services are strictly limited to the specific questions, workloads, candidate models, configurations, and deliverables stated in the Scope Confirmation:

- **(a) Fixed-Scope Assessments & Reviews:** Cover one agreed workload, model configuration, or architecture design unless expressly stated otherwise in the Scope Confirmation.
- **(b) Private AI Adviser (Monthly Retainer):** Provides up to one 60-minute call and two written asynchronous reviews per calendar month during UK business hours (09:00–17:30 GMT/BST, Monday to Friday, excluding Scottish bank holidays). Unused calls or reviews do not roll over to subsequent months. Questions requiring custom benchmarking, extensive investigation, or hands-on design work fall outside the retainer and will be quoted separately.

**2.3 Advisory Only:** Unless expressly agreed under a separate written contract, our Services are purely diagnostic and advisory. Live system operation, production deployment, hands-on-keyboard implementation, and incident response are outside the scope of these Terms.

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### 3. Client Inputs and Assumptions

**3.1 Reliance on Client Information:** Our assessments, measurements, and recommendations depend directly on the accuracy and completeness of the technical specifications, workload profiles, sample data, configurations, and constraints supplied by you ("**Client Inputs**"). Northloom is entitled to rely on Client Inputs without independent verification unless verification is explicitly included in the Scope Confirmation.

**3.2 Point-in-Time Assessment:** AI models, inference engines, drivers, and hardware pricing evolve rapidly. All advice, benchmark data, and recommendations are based on the software versions, model weights, hardware specifications, and market circumstances existing at the date the assessment is carried out.

**3.3 Zero-Access & Remote Measurements:** Where the Client elects not to grant Northloom direct access to its systems, the Client is responsible for running the agreed measurement scripts or commands and supplying complete, unaltered logs and outputs. Delay in providing Client Inputs may delay delivery of the Services.

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### 4. Outcomes and Implementation

**4.1 Commitment to Competent Assessment, Not Guaranteed Outcomes:** Northloom commits to delivering competent, evidence-based technical assessments and advice using reasonable care and skill. However, because AI model behaviour, real-world production traffic, data characteristics, and third-party hardware/software stacks vary outside our control, **Northloom does not guarantee:**

- **(a)** that any specific latency, throughput, memory usage, or performance improvement will be achieved in your live production environment;
- **(b)** that any candidate AI model will be error-free, free from hallucinations, or suitable for every edge case within your business; or
- **(c)** any particular financial return, cost saving, or commercial outcome.

**4.2 Client Responsibility for Implementation:** You retain sole responsibility for:

- **(a)** your commercial, procurement, and architectural decisions, including the purchase or leasing of hardware, cloud capacity, or third-party equipment;
  - **(b)** implementing, configuring, securing, and testing any changes, models, or architectures in a staging environment prior to production use; and
  - **(c)** ongoing system operation, monitoring, regulatory compliance, and data governance.
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### 5. Fees, Expenses, and Payment

**5.1 Project & Assessment Fees:** Unless stated otherwise in the Scope Confirmation, fixed-scope and project fees are invoiced **50% upfront** prior to commencement of work and **50% upon delivery** of the agreed assessment or deliverable.

**5.2 Monthly Adviser Fees:** Fees for the Private AI Adviser service are invoiced monthly in advance. Either party may terminate the monthly arrangement by giving at least 14 days' written notice prior to the next monthly billing date.

**5.3 Compute & Third-Party Costs:** Any external cloud GPU, benchmarking compute, or third-party licensing costs required to complete an assessment will be agreed with you in writing in advance and recharged at cost.

**5.4 VAT and Payment Terms:** All stated prices exclude UK Value Added Tax (VAT), which shall be added at the prevailing rate where applicable. Invoices are payable within **14 days** of the invoice date in Pounds Sterling (GBP) without set-off or deduction.

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## 6. Intellectual Property and Confidentiality

**6.1 Deliverables:** Upon full payment of the relevant fees, Northloom grants the Client a non-exclusive, perpetual, worldwide, royalty-free licence to use, copy, and share the written reports and deliverables internally for the Client's own business operations.

**6.2 Background IP and Tools:** Northloom retains all intellectual property rights in its pre-existing methodologies, benchmarking harnesses, software tools (including *Krasis* and related tooling), templates, and general engineering know-how used or developed in the course of providing the Services.

**6.3 Confidentiality:** Each party agrees to keep confidential any non-public technical, commercial, or operational information disclosed by the other party in connection with the Services, and to use such information solely for the purpose of performing or receiving the Services. This obligation shall not apply to information that is public knowledge, already lawfully in the receiving party's possession, or required to be disclosed by law.

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## 7. Data Protection

**7.1 No Personal Data Required:** Northloom's Services are designed to operate using synthetic prompts, anonymised logs, and technical configuration files. The Client agrees not to supply Northloom with live personal data (as defined by the UK GDPR) or regulated sensitive data unless explicitly agreed in advance and governed by a separate Data Processing Addendum.

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## 8. Limitation of Liability

**8.1 Unrestricted Liabilities:** Nothing in this Agreement limits or excludes either party's liability for:

- **(a)** death or personal injury caused by its negligence;
- **(b)** fraud or fraudulent misrepresentation; or
- **(c)** any other liability which cannot lawfully be limited or excluded under the laws of Scotland.

**8.2 Exclusion of Indirect and Consequential Loss:** Subject to Clause 8.1, Northloom shall not be liable to the Client, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, for any:

- **(a)** loss of profits, revenue, business, contracts, or anticipated savings;
- **(b)** wasted expenditure, including the cost of procuring or replacing hardware, servers, GPUs, or third-party cloud commitments;

- **(c)** loss of or corruption to data or software;
- **(d)** business interruption or production downtime; or
- **(e)** any indirect, special, or consequential loss arising out of or in connection with the Services.

**8.3 Financial Cap on Liability:** Subject to Clauses 8.1 and 8.2, Northloom's total aggregate liability to the Client arising out of or in connection with this Agreement (whether in contract, delict including negligence, breach of statutory duty, or otherwise) shall be limited to:

- **(a)** in respect of a fixed-scope or one-off assessment, **100% of the total Fees actually paid by the Client to Northloom for the specific Service** giving rise to the claim; or
- **(b)** in respect of the monthly Private AI Adviser service, **100% of the Fees actually paid by the Client for that service in the three (3) months** immediately preceding the event giving rise to the claim.

**8.4 Reasonableness of Cap:** The parties acknowledge that the Fees reflect the advisory nature of the Services and this allocation of risk, and that Northloom does not control the Client's hardware procurement or production environment.

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## 9. General

**9.1 Force Majeure:** Neither party shall be liable for any delay or failure to perform its obligations (other than payment obligations) due to events beyond its reasonable control.

**9.2 Severability:** If any provision of these Terms is found by a court to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

**9.3 Governing Law and Jurisdiction:** This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of **Scotland**, and the courts of Scotland shall have exclusive jurisdiction.

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## Company Details

### Northloom Ltd

Registered in Scotland (Company No: SC895860)

Registered Office: 5 South Charlotte Street, Edinburgh, EH2 4AN

Contact: [contact@northloom.ai](mailto:contact@northloom.ai)