

# Client Engagement Terms

These Client Engagement Terms set out the basis on which cosmetic safety and regulatory consultancy services are provided. They are intended to ensure clarity, fairness, and regulatory robustness for both parties.

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## 1. Nature of the Service (Assessment, Not Guarantee)

### 1.1 Assessment Scope

The services provided consist of professional cosmetic safety assessment and regulatory consultancy, including (where applicable) Cosmetic Product Safety Reports (CPSRs), Product Information File (PIF) support, and associated regulatory guidance.

All assessments are conducted using professional judgement, available scientific data, and the regulatory framework in force at the time of assessment. The provision of a CPSR or related document constitutes an **expert opinion**, not a guarantee of regulatory acceptance, enforcement outcomes, or commercial success. Regulatory authorities retain ultimate discretion in matters of compliance and enforcement.

### 1.2 Regulatory Liaison (Goodwill Support)

As a matter of professional goodwill, and where reasonably practicable, the Assessor may engage with relevant regulatory authorities (including, but not limited to, Trading Standards, OPSS, SCPN/CPNP administrators, or equivalent bodies) in relation to products that are the subject of a CPSR issued by the Assessor.

Such engagement may include providing factual clarification, responding to technical queries, or sharing relevant documentation when requested by the Client or by the relevant authority, for the purpose of assisting a regulatory enquiry, investigation, or intervention.

Any such engagement is provided on a **co-operative and informational basis only**, and does not constitute regulatory representation, legal advocacy, or acceptance of responsibility for the product's ongoing compliance.

The Assessor does not accept responsibility for any regulatory investigation, intervention, enforcement action, sanction, recall, or commercial consequence arising from non-compliance, changes to the product, or matters outside the scope of the original assessment.

### 1.3 Regulatory Disclosure and Information Sharing

Where required by law, or where requested by a competent authority (including, but not limited to, Trading Standards, OPSS, or equivalent UK/EU bodies), the Assessor may be required to disclose information relating to a cosmetic product and/or safety assessment prepared by the Assessor.

Any such disclosure shall be **limited strictly to information relevant to the specific product(s) and assessment(s) concerned**, and may include formulation data, assessment rationale, and supplementary technical documentation necessary to assist a regulatory enquiry, investigation, or intervention.

The Assessor shall not disclose unrelated personal data, commercially sensitive information, or confidential material beyond that which is reasonably necessary and lawfully required for the purposes of the regulatory request.

Disclosure under this clause is undertaken in compliance with applicable legal and regulatory obligations and does not constitute a breach of confidentiality or an assumption of responsibility for regulatory outcomes.

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## 2. Client Responsibility for Accuracy and Ongoing Compliance

### 2.1 Accuracy and Completeness of Data

The Client is solely responsible for ensuring that all formulations, ingredient specifications, safety data sheets, allergen declarations, IFRA statements, manufacturing information, and any other materials supplied are **complete, accurate, current, and representative of the product placed on the market**.

Where the Assessor is engaged to produce a CPSR or provide regulatory services on behalf of a third party, associated business, supplier, contract manufacturer, or other external entity, the Assessor is **not responsible for the accuracy, completeness, or currency of information provided by that third party**.

The Assessor relies on third-party documentation in good faith. Where the veracity of such information cannot reasonably be verified, the Assessor bears **no responsibility for non-compliance, regulatory action, or enforcement outcomes arising from inaccurate or misleading third-party data**.

### 2.2 Ongoing Regulatory Responsibility

Once a CPSR or other regulatory documentation (including SCPN/CPNP notifications or PIF-related materials) has been issued, the Assessor bears **no responsibility for the ongoing maintenance, monitoring, or updating** of such documentation.

Responsibility for continued compliance rests with the **Responsible Person**. Any change — including raw material composition, IFRA limits, allergen profile, Annex II/III status, intended use, or target population — must be notified promptly and requires formal instruction for re-assessment.

Any update constitutes **new work**, subject to a separately agreed fee.

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## 3. Regulatory Scope (UK / EU)

The Assessor is appropriately qualified and professionally competent to undertake cosmetic safety assessment and regulatory work within the **United Kingdom and European Union**, in accordance with Regulation (EC) No. 1223/2009 and its UK-retained equivalent.

All CPSRs and regulatory documentation are prepared **solely for use within the UK and/or EU**. No representation is made that any documentation is suitable for use in any other jurisdiction.

Any attempt to use documentation outside this scope is undertaken entirely at the Client's own risk, and the Assessor bears **no responsibility** for resulting regulatory action or sanctions.

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## 4. Turnaround Times

### 4.1 Turnaround Times

Turnaround times are indicative only. No completion date is guaranteed unless expressly agreed in writing. Our usual turnaround time is 2-3 weeks, up to 4 weeks for all CPSR and other services. This time is indicative and is not a condition of the Client Engagement Terms entered upon when an agreement is entered in to.

### 4.2 Adherence to Turnaround Times

Any turnaround times quoted are **indicative estimates only** and are provided for guidance. Turnaround times may be affected by factors including, but not limited to:

- Completeness and quality of information supplied
- Requests for clarification or further data
- Complexity of the formulation or product type
- Regulatory or scientific developments

No contractual guarantee is given in respect of completion dates, and time shall not be of the essence unless expressly agreed in writing.

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## 5. Amendments and Updates

### 5.1 Changes to Formulations or other Material Factors

Any change to formulation, ingredients, suppliers, IFRA status, packaging, intended use, or regulatory context invalidates the assessment unless reviewed and confirmed in writing. Updates constitute new work and may incur additional fees.

### 5.2 Ongoing Validity of the CPSR

The CPSR or other regulatory documentation issued is valid **only for the formulation, product type, and regulatory context assessed**.

Any change to, including but not limited to:

- Formulation or ingredient percentages
- Raw material composition or supplier
- IFRA compliance status
- Intended use, target population, or product category
- Packaging in contact with the product
- Applicable regulations or guidance

will invalidate the assessment unless reviewed and confirmed in writing. Updates, revisions, or re-assessments constitute new work and may be subject to additional fees.

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## 6. Pre-Assessed Recipes vs Bespoke CPSRs

### 6.1 Service Types

The Assessor offers:

**a) Pre-Assessed Recipes / CPSRs (Digital Products)**

**b) Bespoke CPSRs and Consultancy Services**

### 6.2 Pre-Assessed Recipes – Scope & Definitions

Pre-assessed recipes are supplied as **digital content** and are non-refundable (except where required by law). They are assessed against a defined formulation and scope only.

There is an expectation of appropriate formulation experience. Failure to reproduce a product or dissatisfaction with sensorial characteristics does **not** constitute a defect or failure.

Raw material availability is not guaranteed. Substitution requires re-assessment.

**By purchasing a pre-assessed recipe, the Client acknowledges and agrees that:**

- The product is a **digital content item** supplied immediately upon purchase and is therefore **non-refundable**, except where required by law.
- The recipe and CPSR are assessed on the basis of the formulation and parameters specified in the accompanying documentation only.
- There is an **expectation that the purchaser has appropriate experience and competence in cosmetic formulation or manufacture**. The Assessor does not provide training in manufacturing technique as part of this offering.
- Failure by the purchaser to accurately reproduce the formulation, method, or specifications set out in the recipe **does not constitute a defect, error, or failure of the recipe or assessment**, and the Assessor accepts no responsibility for such outcomes.
- **Raw Material Availability**  
The Assessor bears no responsibility for the availability, continuity of supply, sourcing, or commercial procurement of any raw materials specified in a pre-assessed recipe. Where a raw material is temporarily unavailable, discontinued, reformulated by a supplier, or otherwise difficult to source, this does **not** render the recipe, CPSR, or associated documentation defective, unusable, or non-compliant, and does not give rise to any entitlement to refund, replacement, or modification.
- Any substitution, omission, or alteration of raw materials requires separate review and written confirmation by the Assessor and may invalidate the existing assessment if undertaken without approval.

**The Client further acknowledges that:**

- **Results and outcomes may vary** due to differences in equipment, environment, raw material handling, processing technique, or skill level.

- The finished product produced by the Client may not visually or sensorially resemble example images or descriptions provided.

## 6.3 Variability and Compliance

Results may vary. Provided the formulation is followed exactly, the product remains **compliant within the scope of the CPSR**, irrespective of aesthetic or sensorial variation.

## 6.4 Subjective Preference

Dislike of skin feel, aroma, texture, or performance does **not** render a product defective or of no value and does not entitle the purchaser to a refund.

Pre-assessed recipes are assessed for **safety and regulatory compliance**, not for subjective preference.

Accordingly, dissatisfaction based on personal or commercial preference — including, but not limited to, skin feel, texture, viscosity, aroma, colour, sensory profile, or perceived performance — **does not constitute a defect, fault, or failure** of the recipe, CPSR, or associated documentation.

A product produced in accordance with a pre-assessed recipe is not rendered defective, unusable, or of no value solely because the purchaser or end user does not prefer the sensorial or aesthetic characteristics of the finished product.

Such dissatisfaction does **not** give rise to any entitlement to a refund, replacement, or modification, and does not affect the validity of the assessment where the formulation and parameters assessed have been followed.

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## 7. Limitation of Liability

### 7.1 Limit of “Our” Liability

Liability is limited to the fees paid for the relevant service. No liability is accepted for indirect losses or regulatory outcomes. Non-excludable liabilities are unaffected.

To the fullest extent permitted by law, the Assessor’s liability arising out of or in connection with the services shall be limited to the fees paid by the Client for the specific services giving rise to the claim.

The Assessor shall not be liable for:

- Indirect or consequential losses
- Loss of profit, business, or reputation
- Regulatory enforcement action or commercial decisions taken by the Client

### 7.3 Exception(s) to the Limitations of Our Liability

Nothing in these terms excludes liability for death or personal injury caused by negligence, fraud, or any other liability which cannot lawfully be excluded.

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## 8. Refunds and Goodwill

Refunds are discretionary and offered only as goodwill. Any goodwill resolution constitutes **full and final settlement** unless stated otherwise.

### 8.1 Cancellations, Refund Requests & Definitions of Charges

Fees are charged for professional time, expertise, and work undertaken. Where services have commenced, or where bespoke services or digital content have been supplied, the Client acknowledges that the service cannot be cancelled for convenience.

### 8.2 Our Liability for Refunds & Cancellations

Subject always to the Client's statutory rights, refunds will **not normally be offered** in circumstances including (but not limited to):

- A change of mind or personal preference;
- Dissatisfaction with subjective or commercial aspects of a product (including appearance, aroma, or sensorial characteristics);
- Business closure, abandonment, or change of commercial strategy by the Client;
- Delays, additional work, or inability to proceed arising from incomplete, inaccurate, or late information supplied by the Client or a third party;
- Commercial or regulatory decisions taken by the Client following completion of the assessment.

### 8.3 Refunds etc. as a Gesture of Goodwill

Where a refund, credit, or transfer of value is offered, this shall be at the **sole discretion of the Assessor**, shall be made strictly as a **goodwill gesture**, and shall not constitute an admission of fault or liability.

### 8.4 Limitation of Liability for Refunds etc.

Any goodwill refund, credit, or transfer of value does **not create an ongoing entitlement**, does not establish a precedent, and shall constitute **full and final settlement** of the relevant matter unless expressly stated otherwise in writing.

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## 9. Termination

### 9.1 Who May Terminate This Agreement

Either party may terminate. Fees remain payable for work completed. Draft work may be retained until payment is settled.

### 9.2 What Happens in the Event of a Termination (by either party)

In the event of termination:

- Fees remain payable for work completed up to the date of termination

- Draft or incomplete work may be retained by the Assessor until payment is settled
- No obligation exists to complete outstanding work unless otherwise agreed

Termination does not affect accrued rights, limitations of liability, or the validity of completed assessments based on information supplied prior to termination.

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## 10. Chargebacks and Payment Disputes

Unfounded chargebacks constitute a breach of contract. Evidence may be submitted to payment processors. The Assessor may recover costs, withdraw reliance on documentation, and decline future work. Statutory rights are unaffected.

### 10.1 Client Responsibilities

The Client agrees not to initiate a chargeback, payment reversal, or payment dispute in respect of services that have been commenced or supplied in accordance with these Client Engagement Terms, including where digital content has been delivered or bespoke professional services have been undertaken.

### 10.2 What we will do in the Event of a Chargeback

Where a chargeback or payment dispute is initiated, the Assessor reserves the right to submit all relevant evidence to the payment processor or financial institution, which may include (without limitation):

- Confirmation of the bespoke and/or digital nature of the services supplied;
- Records of work undertaken, processing logs, and timestamps;
- Acceptance of these Client Engagement Terms, including any applicable waiver of cancellation rights for digital content;
- Copies of documentation delivered and relevant correspondence.

### 10.3 Where a chargeback or payment dispute is raised

Where a chargeback or payment dispute is raised **without lawful or contractual basis**, or in circumstances inconsistent with these Client Engagement Terms, such action shall constitute a breach of contract.

### 10.4 In the event of a breach

In the event of a breach under clause 10.3, the Assessor reserves the right to:

- Recover any chargeback fees, administrative costs, and associated losses incurred;
- Treat any CPSR or regulatory documentation supplied as withdrawn for reliance purposes, to the extent permitted by law;
- Withdraw any further goodwill support or engagement;
- Decline to accept future instructions from the Client.

Nothing in this section affects the Client's statutory rights under applicable consumer protection law.

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## 11. Confidentiality and Intellectual Property

### 11.1 Confidentiality

All CPSRs, assessments, correspondence, and materials are confidential. Disclosure without consent constitutes a material breach, subject to lawful exceptions.

### 11.1 Proprietary Information

All CPSRs, formulations, recipes, assessments, correspondence, reports, and professional advice supplied by the Assessor constitute **confidential and proprietary information**, unless expressly stated otherwise.

### 11.2 What can be shared

The Client shall not publish, upload, share, quote, reproduce, or otherwise disclose any confidential material supplied by the Assessor, including (without limitation):

- Any CPSR or part thereof;
- Any formulation, recipe, or technical specification;
- Professional advice, assessment rationale, or correspondence;

on any public or semi-public platform, including but not limited to social media, forums, blogs, websites, or private, restricted, or invitation-only groups, **without the prior written consent of the Assessor**.

### 11.3 Client's Rights

This clause does not prevent the Client from:

- Using the CPSR or documentation for its intended regulatory purpose;
- Sharing documentation with competent authorities, legal or professional advisers, or insurers where reasonably required;
- Making truthful statements of opinion that do not disclose confidential information or misrepresent the Assessor's work.

### 11.4 Unauthorised Disclosure or Publication

Any unauthorised disclosure or publication of confidential material, or selective quotation taken out of context, shall constitute a **material breach of contract** and may result in withdrawal of reliance on the CPSR, termination of engagement, and such further remedies as are available in law.

### 11.5 Intellectual Property and Client-Owned Formulations

For **bespoke CPSRs based on client-submitted formulations**, the Assessor **does not claim, and expressly disclaims, any ownership** of the formulation, recipe, or underlying intellectual property.

Ownership remains with:

- the **Responsible Person**, or



- the **manufacturer**, where the Responsible Person is acting on their behalf.

Such information is treated in the **strictest confidence** and is not shared with any third party except where disclosure is **lawfully required by a competent authority**.

The Assessor retains intellectual property rights in its **assessment methodology, templates, reports, and professional analysis**, and grants the Client a non-exclusive right to use CPSRs solely for their intended regulatory purpose.

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## 12. Force Majeure

The Assessor shall not be liable for delay or failure caused by events beyond reasonable control, including illness, regulatory disruption, or system outages.

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## 13. Governing Law and Jurisdiction

These Client Engagement Terms are governed by the laws of **England and Wales**. The courts of England and Wales shall have exclusive jurisdiction.