Collier Pickard General Terms of Business

Terms of Business: General Conditions

COLLIER PICKARD LIMITED ("Collier Pickard"), registered in England and Wales, company number 04961587

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About this document

These General Terms of Business are the standard terms on which Collier Pickard contracts with its clients. They apply to every engagement, of whatever kind, unless a signed agreement between the parties says otherwise.

Collier Pickard also publishes Service Conditions for particular kinds of work. Each set of Service Conditions contains only what is specific to that service, and is read together with these General Terms.

Service	Service Conditions
Consultancy, advisory, scoping and requirements definition	Collier Pickard Consultancy Services Conditions
Configuration, development, integration, migration, testing, go-live and package supply	Collier Pickard Implementation Services Conditions
Support and maintenance of a system in live operation	Collier Pickard Support Services Conditions (Success Plan)

Only these General Terms are published. The relevant Service Conditions are issued with the proposal for the work in question, so a client receives the terms that apply to it and no others.

1. Definitions and interpretation

1.1 In these General Terms the following definitions apply.

"Agreement" means an Order together with these General Terms, any Service Conditions incorporated into that Order, and any schedule or annex referred to in any of them.

”AI Tool” means any artificial intelligence or machine learning system, model, service or application, including any generative artificial intelligence system, whether operated by Collier Pickard or by a third party.

”Background IP” means all Intellectual Property Rights owned by or licensed to a party before the date of the Agreement, or created by that party independently of the Services, including in the case of Collier Pickard its methodologies, discovery questionnaires, requirement libraries, scoring and evaluation models, process reference models, estimating models, templates, accelerators, tools, code libraries, frameworks, connectors, configuration patterns and know-how, and including any Reusable Component to the extent provided by clause 14.10.

”Business Day” means a day other than a Saturday, Sunday or English public holiday on which clearing banks in the City of London are open for business.

”Cap” means, where an Order states a maximum amount of Charges, that amount, as varied under the Change Control Process or under any capping provision of incorporated Service Conditions.

”Change Control Process” means the procedure set out in clause 8.

”Charges” means the fees, rates, expenses and other sums payable by the Client under the Agreement.

”Client” means the person, firm or company identified as such in the Order.

”Client Contact” means the individual nominated by the Client under clause 6.2.

”Client Materials” means data, documents, systems access, credentials, information and materials supplied by or on behalf of the Client.

”Client-Specific Material” means those parts of a Deliverable that embody the Client’s Confidential Information, including its business rules, pricing, commercial terms, contractual arrangements, trade secrets and confidential business methods, any data of the Client or of its customers, suppliers or employees, and any element that identifies the Client.

”Conditions” means these General Terms of Business, as amended from time to time in accordance with clause 2.8.

”Confidential Information” means information of a confidential nature disclosed by one party to the other, whether or not marked confidential, including business plans, customer and supplier information, pricing, technical information, source code, configuration, methodologies and the terms of the Agreement.

”Data Protection Legislation” means the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all other legislation relating to the processing of personal data applicable to a party, in each case as amended, supplemented or replaced from time to time, including by the Data (Use and Access) Act 2025, together with any applicable guidance or code of practice issued by the Information Commissioner or any successor body.

”Deliverable” means any item, document, report, assessment, specification, configuration, code or other output that the Order requires Collier Pickard to deliver.

”Engagement Lead” means the individual nominated by Collier Pickard as its principal point of contact for an Order, with authority corresponding to that of the Client Contact.

”Foreground IP” means Intellectual Property Rights created by Collier Pickard in the course of performing the Services and forming part of a Deliverable, excluding Background IP.

”Free Service” means any assessment, health check, readiness check, audit, benchmark, webinar, workshop, demonstration, tool, calculator, template or other service or material that Collier Pickard makes available at no charge or at a nominal charge, whether through its website or otherwise, to which clause 5 applies.

”Intellectual Property Rights” means patents, rights to inventions, copyright and neighbouring and related rights, trade marks, business names, goodwill, rights in designs, database rights, rights in confidential information including know-how, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply.

”Order” means a statement of work, schedule of services, order form, engagement letter, proposal signed or accepted by the Client, or other written record of an agreed engagement, in each case incorporating these General Terms and, where applicable, Service Conditions.

”Personnel” means the employees, officers, agents, consultants and subcontractors of a party.

”Reusable Component” means any element of a Deliverable that is not specific to the Client’s business, including methodologies, discovery questionnaires, requirement statements and libraries, process reference models, scoring and evaluation models, configuration patterns, data model elements, business process and workflow templates, integration connectors, code modules, scripts, report and dashboard templates, and any package, accelerator or product assembled from them, in each case excluding Client Materials and Client-Specific Material.

”Service Conditions” means a set of service-specific conditions published by Collier Pickard from time to time and incorporated into an Order, being the Collier Pickard Consultancy Services Conditions, the Collier Pickard Implementation Services Conditions and the Collier Pickard Support Services Conditions, and any further set of such conditions.

”Services” means the services described in the Order.

”Severity Level” means the classification of a defect, incident or support request in accordance with Schedule 3.

”Third Party Vendor” means the licensor, publisher or provider of any software, platform, product or service used in connection with the Services or licensed or subscribed by the Client, including Creatio, Infor and Maximizer.

”Working Day” means, for charging purposes, seven and one half hours of chargeable time.

1.2 Clause headings do not affect interpretation. A reference to legislation is a reference to it as amended, extended or re-enacted from time to time and includes subordinate legislation made under it.

1.3 The words “including”, “in particular” and “for example” are illustrative and do not limit the words preceding them.

1.4 A reference to writing includes email, except where these Conditions require a notice to be given in another manner.

1.5 A reference to a clause or Schedule is to a clause of or Schedule to these Conditions unless stated otherwise. A reference in Service Conditions to a clause of these Conditions is to that clause as it stands in the version of these Conditions incorporated into the Order.

1.6 Terms defined in the Data Protection Legislation have the meaning given in that legislation when used in clause 16 and Schedule 1.

2. Application, structure and precedence

2.1 These Conditions apply to every Order and to every supply of services by Collier Pickard. Clauses 1, 3, 5, 13.9, 14.14, 15, 17 and 25 apply to a Free Service whether or not an Order exists, and clause 5 prevails over any other provision of these Conditions in respect of a Free Service.

2.2 The Agreement comprises the Order, these Conditions, any Service Conditions incorporated into the Order, and Schedules 1 to 3.

2.3 Where there is a conflict, the following order of precedence applies:

2.3.1 Schedule 1 (Data processing);

2.3.2 the Order, but only to the extent that it expressly identifies the provision of these Conditions or of the Service Conditions that it varies;

2.3.3 the incorporated Service Conditions;

2.3.4 these Conditions;

2.3.5 Schedules 2 and 3;

2.3.6 the remainder of the Order; and

2.3.7 any solution specification, statement of requirements or equivalent technical document.

2.4 **Relationship with Service Conditions.** Service Conditions contain only the provisions specific to the service they govern, and are to be read together with these Conditions, which apply in full to that service except so far as expressly displaced. A provision of Service Conditions displaces a provision of these Conditions only where it expressly says so or is directly inconsistent with it, and then only in respect of the Services that those Service Conditions govern.

2.5 Where the Client engages Collier Pickard for more than one kind of work, each kind is governed by the Service Conditions applicable to it. Work of a kind not covered by any incorporated Service Conditions: including training, workshops, health checks, readiness assessments, licence procurement, ad hoc advice and small pieces of work below the threshold at which a statement of work is written, is governed by these Conditions alone.

2.6 These Conditions apply to the exclusion of any other terms that the Client seeks to impose or incorporate, including any terms contained in or referred to in a purchase order, order confirmation, specification, supplier portal, supplier onboarding document, framework agreement or the Client's standard terms of business, and to the exclusion of any terms implied by trade custom, practice or course of dealing. No conduct by Collier Pickard, including commencing or continuing the Services after receipt of the Client's terms, is an acceptance of those terms.

2.7 Each Order creates a separate contract incorporating these Conditions. Termination of one Order does not of itself terminate any other.

2.8 Collier Pickard may amend these Conditions from time to time by publishing a revised version. The version identified in an Order applies to that Order for its duration, and a revised version does not affect an Order already agreed. Where an Order provides for a recurring service, a revised version takes effect on notice at the start of the next renewal period.

3. Business clients, authority and territory

3.1 Collier Pickard supplies the Services to businesses only. The Client warrants that it is entering into the Agreement in the course of a business and not as a consumer.

3.2 The Agreement is not a consumer contract, and the Consumer Rights Act 2015 and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 do not apply to it.

3.3 The Client warrants that the individual agreeing an Order on its behalf has authority to bind it.

3.4 **Territory.** The Services are not offered to, and Collier Pickard does not contract with, any person established in the United States of America or Canada, and are not offered for use in either of those territories, save where the Order expressly records Collier Pickard's written agreement to the contrary.

3.5 The Client warrants that it is not established in either of those territories and that the Services and any resulting solution are not intended for use in them, and shall notify Collier Pickard promptly if that ceases to be the case.

3.6 Where the Order records Collier Pickard's agreement to supply into either of those territories, the parties shall agree under the Change Control Process any additional term required, and Collier Pickard may make that agreement conditional on obtaining insurance cover for the territory.

4. Formation of the contract

4.1 Marketing material, website content, price lists, rate cards, capability statements, case studies and indicative figures published by Collier Pickard are an invitation to treat and are not an offer capable of acceptance.

4.2 A proposal, quotation or estimate addressed by Collier Pickard to the Client is an offer capable of acceptance by the Client. It lapses thirty (30) days after its date unless it states otherwise, and may be withdrawn by Collier Pickard by written notice at any time before it is accepted.

4.3 A contract is formed on the earlier of (a) the Order being signed or accepted in writing by both parties, and (b) the Client issuing a written instruction to proceed and Collier Pickard commencing the Services. Where a contract is formed under (b), these Conditions and any Service Conditions identified in the proposal, quotation or estimate to which the instruction relates apply from the date of commencement, in the versions current at that date, and the parties shall use reasonable endeavours to record the engagement in a signed Order as soon as reasonably practicable.

4.4 Each Order shall identify these Conditions, and any Service Conditions, by name, version and date, and shall record that a copy has been provided to the Client. Schedule 2 sets out what an Order should contain and the wording to be used to incorporate these Conditions. A failure to comply with this clause 4.4 does not affect the operation of clause 4.3.

4.5 Any effort, duration, resource or cost figure given by Collier Pickard before an Order is agreed is an estimate only, prepared on the assumptions stated with it. It is not a fixed price, a tender or a Cap on the Charges unless the Order expressly says so.

5. Free and promotional services

5.1 This clause 5 applies to every Free Service, including any CRM health check, AI readiness check, benchmark, audit, webinar, demonstration, tool, calculator or template made available by Collier Pickard at no charge or at a nominal charge.

5.2 A Free Service is provided for general information only. It is not advice, it is not a recommendation, and it is not a substitute for a properly scoped engagement. The Client shall not rely on a Free Service, or on any output of it, in making any decision, including any decision to select, licence, purchase or implement any product, platform or service.

5.3 A Free Service is provided on the basis of the information the Client supplies, without verification, and without the analysis, investigation or quality assurance that Collier Pickard applies to a paid engagement.

5.4 To the fullest extent permitted by law, Collier Pickard gives no warranty, representation or undertaking in respect of a Free Service, and clause 11.4 applies to it. Subject to clause 17.1, Collier Pickard's total aggregate liability in respect of all Free Services provided to the Client is limited to £1,000. Clause 17.6 does not apply to a claim in respect of a Free Service.

5.5 Collier Pickard retains all Intellectual Property Rights in a Free Service and in any output of it. The Client may use the output for its own internal business purposes only and shall not publish, distribute or commercially exploit it.

5.6 Collier Pickard may withdraw, suspend or change a Free Service at any time without notice, and is under no obligation to continue to provide it, to update it or to correct it.

5.7 Where the Client provides its contact details in order to obtain a Free Service, Collier Pickard processes those details as a controller in accordance with its privacy policy. Any electronic marketing is sent in accordance with the Privacy and Electronic Communications (EC Directive) Regulations 2003, and the Client and its Personnel may object or unsubscribe at any time.

6. The Services and Client obligations

6.1 Collier Pickard shall provide the Services described in the Order in accordance with the Agreement.

6.2 The Client shall nominate a Client Contact with authority to give and receive instructions, approve timesheets, submit and authorise change requests, notify and classify Defects and give acceptance on that party's behalf, and shall notify the other of any change of Project Manager, and shall notify Collier Pickard of any change of Client Contact.

6.3 The Client shall:

6.3.1 provide reasonable and timely access to its premises, systems, data, Personnel and information as reasonably required for the Services;

6.3.2 provide complete and accurate information about its existing systems, licences, third party contracts, data volumes, integrations, customisations and known defects;

6.3.3 hold and maintain, at its own cost, all licences, subscriptions, entitlements and non-production instances required for the Services, and notify Collier Pickard promptly of any change to them;

6.3.4 obtain all internal approvals, including any security, information governance or change advisory board approval, required before work may proceed;

6.3.5 ensure that it has all necessary rights, consents and licences to grant Collier Pickard access to any system, data or material of a third party; and

6.3.6 give any decision, approval, instruction or sign-off reasonably requested by Collier Pickard within five (5) Business Days of the request.

6.4 The Client is responsible for the operation, availability, backup and recoverability of its own systems and data, and shall take and verify a complete backup capable of restoring the affected system immediately before any change is applied to a production environment.

6.5 Collier Pickard is entitled to rely on information provided by the Client without independent verification, and is not liable for any error, omission or delay in the Services to the extent caused by that information being incomplete, inaccurate or provided late.

6.6 If Collier Pickard's performance is prevented or delayed by any act or omission of the Client, its Personnel or its other suppliers, including a failure to give a decision, sign-off, access, environment, data or resource when required, then without limiting any other right or remedy Collier Pickard: (a) is not liable for the resulting delay or for any consequence of it; (b) may adjust the target dates; (c) may charge for time reasonably incurred by Personnel who cannot be redeployed at short notice and for the cost of re-mobilising the team; and (d) may increase any Cap by the amount so charged, in each case on written notice with reasons and without the need for an authorised change request.

6.7 Any date given by Collier Pickard for the performance of the Services or the delivery of a Deliverable is a target date given in good faith by reference to the assumptions and dependencies recorded in the Order. Time is not of the essence in relation to any such date.

6.8 Personnel remain the employees or contractors of Collier Pickard at all times and are not under the Client's direction and control, save as to the practical arrangements for their work at the Client's premises. Collier Pickard may substitute or subcontract, and remains fully responsible for the acts and omissions of its subcontractors as if they were its own. Collier Pickard shall notify the Client of any subcontractor engaged to perform a material part of the Services at the Client's premises or with access to Client Materials.

6.9 Anything not described in the Order is outside the scope of the Services and may be provided only under the Change Control Process or under a further Order.

6.10 The Services are performed remotely unless the Order provides for work at the Client's premises. Where Personnel work at the Client's premises, the Client shall provide a suitable place of work, network and internet access and reasonable administrative facilities, and shall notify Collier Pickard in advance of any site, security or health and safety rules, with which Collier Pickard shall ensure that its Personnel comply. Where the Services are provided remotely, the Client shall provide secure remote access and any equipment, credentials or licences necessary, and is responsible for the availability and performance of that access.

6.11 Where a named individual becomes unavailable through death, illness, accident, resignation or other cause outside Collier Pickard's reasonable control, Collier Pickard shall use reasonable endeavours to provide a replacement of equivalent skill and experience as soon as reasonably practicable, and shall not charge the Client for the time reasonably required for the replacement to reach an equivalent level of familiarity with the engagement.

6.12 Collier Pickard may make any change to the Services that is necessary to comply with applicable law or safety requirements, that is required by a change made by a Third Party Vendor, or that does not materially affect the nature or quality of the Services, and shall notify the Client of any such change.

Acceptance of Deliverables

6.13 This clause applies to each Deliverable, except where the incorporated Service Conditions provide an acceptance procedure, in which case that procedure applies.

6.13.1 Collier Pickard shall issue the Deliverable to the Client Contact marked as issued for acceptance.

6.13.2 Within ten (10) Business Days of issue the Client shall notify Collier Pickard in writing that it accepts the Deliverable, or that it rejects it, specifying with reasonable particularity each respect in which the Deliverable is said not to conform with the Order.

6.13.3 The Deliverable is deemed accepted if the Client does not give notice within that period, or if the Client uses the Deliverable for any operational or live business purpose.

6.13.4 Where the Client rejects a Deliverable, Collier Pickard shall correct the matters properly identified and re-issue it, and clauses 6.13.2 and 6.13.3 apply to the re-issued version. Two (2) cycles of correction and re-issue are included in the Charges; further cycles are chargeable under the Change Control Process, save where a further cycle is required because of Collier Pickard's failure to correct a matter properly notified.

6.13.5 Where a matter identified by the Client is a change to, or an addition to, what the Order requires, it shall be dealt with under the Change Control Process and is not a ground for rejection. Nor is a preference as to presentation, wording or approach that does not amount to non-conformity with the Order.

6.13.6 The Client shall not unreasonably withhold or delay acceptance.

6.14 Acceptance or deemed acceptance of a Deliverable is confirmation by the Client that the Deliverable conforms with the Order. After acceptance, Collier Pickard has no obligation to correct, revise or further work on that Deliverable except under the Change Control Process, under a further Order, or under the Collier Pickard Support Services Conditions where the Client has purchased a Success Plan. Any such work is chargeable at Collier Pickard's then current rates. This clause does not affect the Client's rights in respect of a breach of the warranty in clause 11.1.

6.15 The Services under an Order are complete on the later of (a) acceptance or deemed acceptance of the final Deliverable and (b) the date on which Collier Pickard has performed the last of the Services described in the Order, and the Order then expires.

7. Charges and payment

7.1 The Services are provided on a time and materials basis unless the Order expressly states otherwise. The Client shall pay the Charges at the rates and on the invoicing dates set out in the Order. All Charges are exclusive of value added tax and of any other tax, duty, levy or withholding, which the Client shall pay in addition at the applicable rate.

7.2 A Working Day is seven and one half hours of chargeable time. Time is recorded and charged in minimum units of one quarter hours. Materials are charged to the Client where the Order so provides or where the Client has agreed the purchase in writing. Collier Pickard shall record the time spent by its Personnel and shall submit timesheets to the Client Contact at the frequency stated in the Order and, in the absence of a stated frequency, monthly in arrears. The Client Contact shall approve or dispute each timesheet within five (5) Business Days, and a timesheet not disputed within that period is deemed approved.

7.3 The Services are performed between 09:00 and 17:30 on Business Days. Work performed outside those hours on a Business Day is charged at 1.5 times the applicable rate, and work performed on a Saturday, Sunday or English public holiday is charged at twice the applicable rate. Out of hours work is subject to prior agreement.

7.4 Invoices are payable in full and in cleared funds within fourteen (14) days of the date of invoice, without deduction, set-off or counterclaim. Collier Pickard may set off any amount owed to it against any amount it owes the Client. Where an invoice is disputed in part, the Client shall pay the undisputed part when due and the parties shall resolve the balance under clause 24.

7.5 If the Client fails to pay any undisputed sum when due, Collier Pickard may (a) charge interest and fixed sum compensation, and recover its reasonable costs of recovery, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, and (b) on ten (10) Business Days' written notice suspend all or part of the Services until payment is made in full, without liability to the Client and without prejudice to any other right or remedy. Time for payment is of the essence.

7.6 Collier Pickard may increase its rates once in any twelve month period on sixty (60) days' written notice. Where an increase exceeds CPI plus 2%, the Client may terminate the affected Order on thirty (30) days' written notice given within twenty (20) Business Days of the notice of increase, and the existing rates shall apply until termination takes effect. This clause applies to Collier Pickard's own rates only, and not to a pass-through under clause 7.10 or clause 10.7.

7.7 Expenses reasonably and properly incurred in performing the Services are charged at cost and invoiced monthly in arrears. Motor travel is charged at £0.45 per mile. Where Collier Pickard books travel or accommodation on the Client's behalf, an administration charge of ten per cent (10%) of the amount booked is payable in addition. Travel time, other than ordinary commuting time, is chargeable at the applicable rate where it falls within working hours.

7.8 If the Client cancels or postpones scheduled work, Collier Pickard may charge as follows, unless it is able to schedule alternative chargeable work of equivalent value for the affected Personnel: (a) with fewer than five (5) Business Days' notice: one hundred per cent (100%) of the Charges for the affected period; (b) with between five (5) and ten (10) Business Days' notice: fifty per cent (50%); and (c) with more than ten (10) Business Days' notice: no charge. Where alternative work of lower value is scheduled, Collier Pickard may charge the difference. The parties agree that these amounts are a reasonable pre-estimate of the loss Collier Pickard will suffer from Personnel being unable to be redeployed at short notice.

7.9 Where the Order states an estimate of the total Charges and does not state a Cap, Collier Pickard shall (a) notify the Client when accrued Charges reach eighty per cent (80%) of that estimate, and (b) not incur Charges exceeding one hundred per cent (100%) of that estimate without the Client's prior written approval. Subject to that, an estimate is not a Cap on the Charges. Where the Order states a Cap, the capping provisions of the incorporated Service Conditions apply.

7.10 Where a Third Party Vendor increases the price of, or imposes any additional charge, levy or currency adjustment in respect of, any licence, subscription, support or service supplied or arranged under clause 9 or clause 10, Collier Pickard may pass that increase or charge through to the Client on written notice, with effect from the date on which it takes effect as between Collier Pickard and that vendor.

8. Change control

8.1 Subject to clauses 6.6, 6.12, 7.10 and 10.7, no change to the Services, the Deliverables, the Charges, any Cap or the target dates takes effect unless agreed in writing under this clause 8.

8.2 Either party may submit a change request to the other through the Client Contact or the Engagement Lead. Collier Pickard is not obliged to act on any request for change communicated by any other means or by any other person.

8.3 Collier Pickard shall assess the change request and notify the Client of its effect on the Charges, any Cap, the target dates, the Deliverables, the resources required and any other relevant matter. No change takes effect until the change request has been authorised in writing by both parties.

8.4 Where the assessment of a change request will itself require material effort, Collier Pickard may treat the request as two requests: first, authorisation to carry out the assessment, which is chargeable; and second, the change itself. Neither party is bound to proceed with the change following completion of the assessment. Where the cumulative assessment of change requests exceeds half a Working Day, Collier Pickard may recover that time through an authorised change request.

8.5 Collier Pickard may decline a change request that is technically impracticable, that would compromise the security, supportability or upgradeability of a solution, that would breach the terms of a Third Party Vendor, or that it does not have the resources to perform.

8.6 Where an assumption recorded in the Order or in a joint risk, assumption, issue, decision and dependency log proves to be incorrect, the consequences shall be dealt with under the Change Control Process. An entry recorded in such a log and not disputed within five (5) Business Days is treated as agreed.

8.7 Collier Pickard may offer a change on a time and materials, capped or fixed price basis at its discretion.

8.8 Pending authorisation of a change request, the parties shall continue to perform in accordance with the Agreement as it stands.

9. Third party products and vendors

9.1 The decision to select, licence, purchase, subscribe for or implement any product, platform, service or vendor is the Client's alone. The Client shall carry out its own due diligence, including as to functionality, licensing terms and cost, support, security, hosting, data residency, product roadmap and the financial standing of the vendor.

9.2 Collier Pickard gives no warranty or representation in respect of any third party product, platform, application programming interface, service or vendor, including as to its performance, availability, uptime, backup, disaster recovery, data residency, data return on exit, rate or volume limits, security, fitness for the Client's purpose, continued support, roadmap, pricing or end of life, and is not liable for any act or omission of a Third Party Vendor. The Client's rights in respect of those matters are those given to it by the vendor under the vendor's own terms.

9.3 The Client acknowledges that Collier Pickard is a partner, reseller and/or implementation partner of certain Third Party Vendors, and that Collier Pickard may receive commission, margin, referral fees, rebates, training or marketing support or other benefits in connection with a product that it recommends or that the Client selects.

9.4 Unless the Order expressly states that an engagement is an independent advisory engagement, the Services are not provided on an independent or vendor-neutral basis, and the Client shall not treat or represent them as such. Collier Pickard shall, on the Client's written request, disclose in writing the nature of any partner or reseller relationship that it holds with any vendor under consideration, and whether it stands to receive any benefit in connection with any recommendation it has given.

9.5 Where the Order states that an engagement is an independent advisory engagement, Collier Pickard shall (a) disclose in writing all relationships and interests of the kind described in clause 9.3 that are relevant to the products or vendors under consideration, before making any recommendation, and (b) not accept any commission, margin, rebate or referral fee in connection with the Client's selection without the Client's prior written consent. This clause 9.5 applies in addition to any corresponding provision of incorporated Service Conditions and is not displaced by clause 2.4.

9.6 Third party licences, subscriptions, connectors, non-production instances and other third party costs are the Client's responsibility unless the Order provides otherwise. Where Collier Pickard procures any item on the Client's behalf otherwise than under clause 10, it does so as the Client's agent, recharges the cost plus up to 100%, and the relevant Third Party Vendor's terms apply to the Client's use of the item procured.

9.7 Where a Third Party Vendor changes, upgrades, re-versions, deprecates or withdraws any part of a platform, product or application programming interface during the term, and that change affects the Services or a Deliverable, the consequences shall be dealt with under the Change Control Process.

9.8 Collier Pickard is not responsible for defects in a Third Party Vendor's product. Where it identifies one, it shall notify the Client and, where the Order so provides, shall use reasonable endeavours to report it to the vendor on the Client's behalf. Resolution is a matter between the Client and that vendor.

10. Licence and subscription supply

10.1 This clause 10 applies where the Order provides that Collier Pickard is to supply, or to arrange the supply of, a licence or subscription for a Third Party Vendor's software. The Order shall record, for each product, whether Collier Pickard acts as agent for the vendor or as principal.

10.2 **Agency route.** Where Collier Pickard acts as agent, the licence or subscription is granted by the Third Party Vendor to the Client directly under the vendor's own terms, and Collier Pickard is not a party to it. Where Collier Pickard invoices and collects the licence or subscription fees, it does so on the vendor's behalf, and payment of those fees to Collier Pickard discharges the Client's liability to the vendor to the extent of the sum paid.

10.3 **Principal route.** Where Collier Pickard acts as principal, it purchases the licence or subscription from the Third Party Vendor and supplies it to the Client, and invoices the Client directly. The vendor's own end user terms nevertheless govern the Client's use of the software, and Collier Pickard passes those terms through without addition or variation.

10.4 The following apply on either route.

10.4.1 The Third Party Vendor's terms govern the Client's use of the software. Collier Pickard has no authority to vary them and any purported variation is of no effect.

10.4.2 Collier Pickard gives no warranty, condition or representation in respect of the software, and clause 9.2 applies in full.

10.4.3 **Collier Pickard gives no indemnity in respect of any claim that a Third Party Vendor's software infringes the Intellectual Property Rights of any person.** The indemnity in clause 14.12 applies only to Deliverables produced by Collier Pickard. The Client's rights in respect of such a claim are those given to it by the vendor.

10.4.4 Collier Pickard gives no undertaking as to availability, uptime, backup, disaster recovery, data residency, data return on exit or continuity of any vendor-hosted service.

10.4.5 An order for a licence or subscription is, as between the parties, non-cancellable and non-refundable for the committed term recorded in the Order, and the committed quantity may not be reduced during that term. The Client remains liable for the Charges for the full committed term.

10.5 The Client shall provide the information the Third Party Vendor requires in order to register the licence or deal, and consents to Collier Pickard providing the vendor with the Client's name, registered address, contact details and the names, job title(s), and contact details of its licensed users for that purpose. Collier Pickard processes those details as described in its privacy policy.

10.6 Where a Third Party Vendor declines an order, including for credit reasons, or suspends or terminates its agreement with Collier Pickard, Collier Pickard shall notify the Client promptly and shall use reasonable endeavours to assist the Client in contracting directly with the vendor or, where the vendor's arrangements so provide, in having its agreement novated. Collier Pickard is not liable for the vendor's decision or for its consequences.

10.7 Where a Third Party Vendor increases its prices, changes its terms of sale or imposes a currency adjustment, clause 7.10 applies. Collier Pickard cannot commit to a licence price or a licence availability date beyond the point at which the vendor has accepted the order.

10.8 The Client acknowledges that the route applicable to each of the following vendors is as stated below, and that the Order records the route applicable to the particular product.

Vendor	Route	Effect
Creatio	Primary: Agency Secondary: Principal	The Client contracts with the Creatio entity under Creatio's master subscription agreement. Collier Pickard invoices and collects, and payment to Collier Pickard discharges the Client's liability to Creatio to the extent paid. Occasionally, Creatio will agree to invoice and collect payment from the Client directly.
Infor	Split	Perpetual on-premise licences are supplied by Collier Pickard as principal and sub-licensor. Subscription licences may be purchased only by the Client directly from Infor.
Maximizer	Principal	Collier Pickard purchases from and is invoiced by the vendor, and supplies and invoices the Client.

11. Warranties and standards

11.1 Collier Pickard warrants that it shall perform the Services with the reasonable skill and care of a competent professional experienced in providing services of a similar type, using appropriately qualified and experienced Personnel.

11.2 Collier Pickard shall apply its own procedures and standards, together with the practices recommended by the relevant Third Party Vendor, unless the Client directs otherwise in writing, in

which case any resulting effect on the Charges or target dates shall be dealt with under the Change Control Process.

11.3 Each party warrants that it has full power and authority to enter into and perform the Agreement.

11.4 Except as expressly set out in the Agreement, and subject to clause 17.1, all warranties, conditions and terms implied by statute or common law are excluded to the fullest extent permitted by law, including the terms implied by sections 13 and 14 of the Supply of Goods and Services Act 1982. In particular, Collier Pickard does not warrant that any Deliverable will be fit for any particular purpose of the Client that is not recorded in the Order, that the operation of any Deliverable will be uninterrupted or error free, or that any business outcome, saving, efficiency, adoption level or benefit will be achieved.

11.5 The Client warrants that the Client Materials are accurate and complete in all material respects, that it is entitled to provide them to Collier Pickard, and that Collier Pickard's use of them for the purposes of the Agreement will not infringe the rights of any third party.

11.6 Collier Pickard is not responsible for any pre-existing defect, technical debt, data quality issue, configuration error, unsupported customisation or non-compliance affecting the Client's systems or data, whether or not identified during the Services.

11.7 Collier Pickard warrants that each Deliverable will, at the date of its acceptance or deemed acceptance, conform in all material respects with the description of it in the Order.

Advisory output

11.8 Where a Deliverable is advisory or analytical in nature, including any assessment, report, review, recommendation, roadmap or estimate, it is prepared on the basis of (a) the information supplied by or on behalf of the Client, (b) the Personnel, systems and documentation made available to Collier Pickard within the time and budget stated in the Order, and (c) the assumptions recorded in it.

11.9 Subject to clause 17.1, Collier Pickard does not warrant that any such Deliverable is complete or exhaustive, and does not warrant that it has identified any requirement, process, integration, data condition, regulatory obligation, cost or risk that was not disclosed to it or that was not reasonably discoverable from the Client Materials and the Personnel made available to it.

11.10 Any effort, cost, duration, resource or budget figure appearing in a Deliverable is an indicative estimate only, prepared on the assumptions stated in it. It is not an offer, quotation, tender or fixed price.

11.11 A Deliverable is prepared for the Client's use. The Client may disclose a Deliverable to its professional advisers and, where the Deliverable relates to a selection or procurement exercise, to vendors participating in it, subject to clause 15 and provided that it makes clear that the Deliverable is provided for information only and without any duty of care on the part of Collier Pickard. Collier Pickard owes no duty of care to, and accepts no liability to, any person other than the Client in

respect of any Deliverable, and is not responsible for the implementation of a Deliverable by any person other than Collier Pickard, or for a Deliverable that has been modified by any person other than Collier Pickard.

12. Information security

12.1 Collier Pickard shall maintain appropriate technical and organisational measures designed to protect Client Materials against unauthorised or unlawful access, loss, destruction, alteration or disclosure, having regard to the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing.

12.2 The Client shall grant access on the basis of named individual accounts with the least privilege necessary for the Services, and shall enable multi-factor authentication where the relevant system supports it. Collier Pickard shall not share credentials between individuals, shall notify the Client promptly when an individual no longer requires access, and shall not retain credentials after completion of the Services.

12.3 Neither party shall access, or attempt to access, any system or data of the other otherwise than as authorised under the Agreement, and each party shall comply with the Computer Misuse Act 1990.

12.4 Collier Pickard shall not knowingly introduce into any system of the Client any virus, worm, logic bomb, back door, time lock, disabling device or other malicious code, and shall use reasonable technical measures designed to prevent it doing so.

12.5 Each party shall notify the other without undue delay of any security incident affecting the Services, the Client's systems or the Client Materials of which it becomes aware, and shall cooperate in its investigation and remediation. Notification of a personal data breach is governed by Schedule 1.

12.6 **Certification.** Collier Pickard does not, at the date of these Conditions, hold Cyber Essentials, Cyber Essentials Plus or ISO/IEC 27001 certification. It maintains the technical and organisational measures described in Annex A to Schedule 1. Where Collier Pickard holds a certification it shall be stated in the Order, and Collier Pickard shall notify the Client if a certification so stated lapses during the term.

12.7 The Client shall, wherever practicable, provide anonymised, pseudonymised or representative test data rather than live personal data for the purposes of analysis, configuration, development and testing.

13. Artificial intelligence

13.1 **Use of AI Tools.** Collier Pickard may use AI Tools in performing the Services and in its own research, development, testing, quality assurance and business operations, including AI Tools that generate or assist in generating analysis, requirements, configuration, code, test scripts, documentation, presentations and Reusable Components.

13.2 **Responsibility and human review.** The use of an AI Tool does not affect Collier Pickard's obligations under the Agreement. Collier Pickard remains fully responsible for the Services and the Deliverables, and shall apply appropriate human review by a suitably qualified individual to any output produced with the assistance of an AI Tool before it is delivered to or relied on by the Client.

13.3 **Secure accounts.** Where Collier Pickard uses an AI Tool in connection with the Services, it shall do so only through a business, enterprise or equivalent commercial account held by Collier Pickard, and not through a personal, consumer or free-tier account, in each case where the terms applicable to that account:

13.3.1 provide that inputs and outputs are not used to train or improve any generally available model;

13.3.2 provide for the confidentiality of inputs and outputs;

13.3.3 provide for retention of inputs and outputs for no longer than is necessary for the operation of the service and, where the tool permits it, with retention limited or disabled; and

13.3.4 are governed by a written contract between Collier Pickard and the provider of the AI Tool.

13.4 Collier Pickard shall administer those accounts on the basis of named individual accounts, access control and multi-factor authentication, in accordance with clause 12, and shall maintain a record of the AI Tools approved for use in performing the Services.

13.5 **Restrictions on input.** Collier Pickard shall not input the Client's Confidential Information, Client Materials or any personal data into: (a) any AI Tool that does not meet the requirements of clause 13.3; (b) any AI Tool that uses inputs to train or improve a generally available model; or (c) any AI Tool that the Order requires the Client to approve and that the Client has not approved.

13.6 **Disclosure.** Collier Pickard shall on the Client's written request disclose the material AI Tools used in performing the Services and the basis on which they are used.

13.7 **Client restrictions.** Where the Client requires that no AI Tool be used in performing the Services, or that only AI Tools on an approved list be used, or that a particular category of material be excluded from any AI Tool, it shall state that requirement in the Order. Collier Pickard shall comply with a requirement so stated, and any resulting effect on the Charges, any Cap or the target dates shall be dealt with under the Change Control Process. A restriction that is not stated in the Order does not apply.

13.8 **Client's own use.** The Client shall not input Collier Pickard's Background IP or Confidential Information into any publicly available AI Tool.

13.9 **Pre-contract work and Free Services.** Collier Pickard shall observe clauses 13.1 to 13.6 in any research, analysis, proposal, estimate, demonstration, presentation or Free Service prepared or provided by it before an Order is agreed, and this clause 13.9 takes effect as an undertaking given

when the Client first supplies information to Collier Pickard, whether or not an Order is subsequently agreed.

13.10 **Reusable Components.** Where Collier Pickard uses an AI Tool in creating or improving a Reusable Component, clauses 14.7 and 14.8 apply, and Collier Pickard shall not use any AI Tool in a manner that would disclose the Client's Confidential Information or Client-Specific Material.

13.11 **Intellectual property in AI-assisted output.** The Client acknowledges that the extent to which copyright and other Intellectual Property Rights subsist in material generated by a computer without a human author is uncertain, and that any licence granted under clause 14 operates only to the extent that such rights subsist. Collier Pickard shall not knowingly deliver material generated by an AI Tool that infringes the rights of a third party.

13.12 **AI functionality in the solution.** Where a solution incorporates artificial intelligence functionality, whether provided by a Third Party Vendor's platform or built as part of the Services, the Client is responsible for its own obligations in respect of that functionality under applicable law, including any obligation arising as a provider or deployer under Regulation (EU) 2024/1689 where that Regulation applies to it, for the lawfulness of any automated decision-making or profiling under the Data Protection Legislation, for human oversight of outputs, for any transparency information given to individuals, and for ensuring that its own Personnel have a sufficient level of AI literacy. Collier Pickard gives no warranty as to the accuracy, reliability or fairness of any output generated by artificial intelligence functionality.

13.13 **Collier Pickard does not incorporate artificial intelligence functionality of its own into any package, accelerator or product that it supplies.** Where a solution uses artificial intelligence, it is the Third Party Vendor's functionality configured for the Client, so that the vendor is the provider and the Client the deployer of that functionality for the purposes of applicable AI legislation. Where Collier Pickard supplies anything that departs from this position, the Order shall record which party is the provider and which the deployer.

13.14 **Automated decision-making.** Where the Services include the design or configuration of a process involving a significant decision based solely on automated processing, the Client is the controller of that processing and is responsible for complying with the Data Protection Legislation in respect of it, including the safeguards required in relation to such decisions. Collier Pickard shall implement the Client's documented requirements as to notification, the making of representations, human intervention and the ability to contest a decision, and shall notify the Client where it considers that a requirement has not been stated.

14. Intellectual property, reuse and packaging

14.1 Each party retains all right, title and interest in its Background IP. Nothing in the Agreement transfers any Background IP.

14.2 All Intellectual Property Rights in the Deliverables, including Foreground IP, vest in and remain the property of Collier Pickard.

14.3 Subject to payment in full of all Charges due under the relevant Order, Collier Pickard grants the Client a non-exclusive, worldwide, perpetual, irrevocable, royalty-free licence to use, copy, modify and have modified the Deliverables for the Client's internal business purposes, including for the purpose of operating, maintaining, supporting, correcting and further developing its solution, together with the right to sub-license those rights to its group companies and, solely for those purposes, to its professional advisers, its outsourced service providers and any implementation or support partner it engages. That licence is not transferable except to a successor to the whole or substantially the whole of the Client's business, on written notice to Collier Pickard.

14.4 Collier Pickard grants the Client a licence on the same terms as clause 14.3 to use its Background IP to the extent that it is incorporated in a Deliverable, for the Client's internal business purposes and for the purpose of procuring, implementing, operating and maintaining the system or solution to which the Deliverable relates.

14.5 The Client shall not, and shall procure that its sub-licensees do not, remove any proprietary notice from a Deliverable, or sell, distribute, publish, make available to the public or use a Deliverable to provide services to any third party, otherwise than as permitted by the Agreement.

14.6 Nothing in the Agreement prevents Collier Pickard from using the general skills, knowledge, techniques, methods and experience acquired in performing the Services, or from developing, configuring or supplying the same or similar solutions for any other person, provided that it does not use or disclose the Client's Confidential Information in doing so.

Reuse and packaging

14.7 Collier Pickard may develop, maintain, improve and commercially exploit packages, accelerators, modules, templates and other products of its own that incorporate Reusable Components, including Reusable Components first created in the course of performing the Services for the Client. Collier Pickard may licence, sub-licence, distribute, supply and publish those products, and any Reusable Component, to or for any third party, on any terms and through any channel including a vendor marketplace. All Intellectual Property Rights in them remain the property of Collier Pickard.

14.8 Clause 14.7 applies only where Collier Pickard has first removed from the Reusable Component all Client Materials and all Client-Specific Material, and does not disclose the identity of the Client, the terms of the Agreement or any of the Client's Confidential Information. Nothing in clause 14.7 permits Collier Pickard to use or disclose Client-Specific Material, to which clause 15 continues to apply.

14.9 **The rights in clause 14.7 are exercisable only to the extent permitted by the terms of the partner, reseller or integrator agreement between Collier Pickard and the Third Party Vendor whose platform the Reusable Component is built on or for.** Nothing in the Agreement obliges Collier Pickard to exercise those rights, and Collier Pickard's decision not to do so in respect of a particular platform is not a breach of the Agreement.

14.10 The Order shall, so far as practicable, identify the elements of the Deliverables that Collier Pickard intends to treat as Reusable Components, so that the position under the applicable vendor agreement can be established before the work is performed. A failure to identify an element does not prevent it from being a Reusable Component if it falls within the definition in clause 1.1. Once a Reusable Component has been created it is Background IP of Collier Pickard for the purposes of every Order, including any later Order with the Client, and the Client's rights in it are those granted by clause 14.3.

14.11 The Client has no right of exclusivity in any Deliverable or Reusable Component, and Collier Pickard gives no undertaking not to supply the same or a similar solution to any other person, including a competitor of the Client. Where the Order expressly grants exclusivity, it shall state its scope, its duration and the consideration for it, and clauses 14.7 and 14.10 apply subject to it. The Charges are not reduced by reason of Collier Pickard's retained rights under clauses 14.7 to 14.10.

Indemnity, source code and related matters

14.12 Collier Pickard shall indemnify the Client against all liabilities, costs and expenses arising from any claim that a Deliverable, as delivered by Collier Pickard, infringes the Intellectual Property Rights of a third party, provided that the Client (a) notifies Collier Pickard promptly in writing, (b) makes no admission of liability and takes no step prejudicial to the defence of the claim, (c) allows Collier Pickard to conduct all negotiations and proceedings, and (d) provides reasonable assistance at Collier Pickard's cost. The indemnity does not apply to a claim arising from: a specification, instruction or material supplied by the Client; combination of a Deliverable with anything not supplied by Collier Pickard; modification of a Deliverable by any person other than Collier Pickard; continued use after notice of an alleged infringement; or any third party platform, product or service, to which clause 10.4.3 applies.

14.13 Where a claim under clause 14.12 arises, Collier Pickard may at its option procure the right for the Client to continue using the Deliverable, modify or replace it so that it is non-infringing, or terminate the affected Order and refund the Charges paid for the affected Deliverable. Clauses 14.12 and 14.13 state the Client's sole remedy in respect of infringement.

14.14 Neither party shall issue any publicity referring to the other or to the Services without the other's prior written consent, not to be unreasonably withheld or delayed.

14.15 The Client grants Collier Pickard a non-exclusive licence to use the Client Materials for the term of the Agreement for the purpose of performing the Services, and shall indemnify Collier Pickard against all liabilities, costs and expenses arising from any claim that Collier Pickard's use of the Client Materials in accordance with the Agreement infringes the Intellectual Property Rights of a third party.

14.16 Until payment in full of all Charges due under an Order, the Client has a non-transferable, revocable licence to use the Deliverables produced under it for the purposes of testing and its internal business operations. Collier Pickard may revoke that licence only where the Client has failed

to pay an undisputed sum that remains outstanding more than thirty (30) days after the due date and has not remedied that failure within ten (10) Business Days of written notice.

14.17 Collier Pickard shall not incorporate into a Deliverable any software licensed under a licence approved by the Open Source Initiative, or under any other licence requiring source code to be made available or imposing conditions on software combined with it, in a manner that would require any other software of the Client to be licensed on those terms or its source code to be made available, without the Client's prior written consent. Collier Pickard shall on written request provide a list of such software incorporated in a Deliverable and the licence applicable to each item.

14.18 On written request and on payment in full, Collier Pickard may provide the Client with a copy of the source code of any bespoke code forming part of a Deliverable, together with the documentation reasonably necessary to maintain and further develop it, at our discretion.

14.19 Title to any goods supplied under the Agreement passes to the Client on payment in full. Until then Collier Pickard may, on reasonable notice and to the extent lawful, recover them, and the Client shall provide reasonable access for that purpose.

15. Confidentiality

15.1 Each party shall keep the other's Confidential Information confidential, shall use it only for the purposes of the Agreement, and shall not disclose it except to those of its Personnel and professional advisers who need to know it and who are bound by obligations of confidentiality no less onerous than these.

15.2 The obligations in clause 15.1 do not apply to information that: is or becomes public otherwise than through breach of this clause; was lawfully in the receiving party's possession before disclosure; is lawfully received from a third party free to disclose it; is independently developed without reference to the disclosing party's Confidential Information; or is required to be disclosed by law, a court or a regulator, in which case the receiving party shall, where lawful, give prior notice to the disclosing party.

15.3 This clause 15 survives termination for a period of five (5) years, save that obligations in respect of information constituting a trade secret continue for so long as the information remains a trade secret.

15.4 Clause 15.1 does not prevent Collier Pickard from exercising the rights granted by clauses 14.6 and 14.7. The creation or use of a Reusable Component in accordance with clause 14.8 is not a use or disclosure of the Client's Confidential Information for the purposes of this clause 15. The fact that a configuration, process design, requirement statement, data model or integration achieves a particular business function is not of itself Confidential Information of the Client.

15.5 The use of an AI Tool in accordance with clause 13 is not a breach of clause 15.1.

16. Data protection

16.1 Each party shall comply with the Data Protection Legislation. This clause 16 and Schedule 1 are in addition to, and do not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

16.2 Where Collier Pickard processes personal data on behalf of the Client in connection with the Services, the Client is the controller and Collier Pickard is the processor, and Schedule 1 applies.

16.3 Collier Pickard is a controller in respect of the business contact details of the Client's Personnel, and in respect of personal data it processes for its own business administration, marketing, licence registration under clause 10.5 and compliance purposes. It processes that data in accordance with its published privacy policy.

16.4 The Client warrants that it has all necessary lawful bases, notices and, where required, consents in place to enable the personal data to be processed by Collier Pickard for the purposes of the Services, and shall provide only the personal data that is necessary for those purposes.

16.5 The Client is responsible for determining whether a data protection impact assessment is required in connection with the Services or any resulting solution, and for carrying it out. Collier Pickard shall provide reasonable assistance in accordance with paragraph 7 of Schedule 1.

16.6 Where the Services relate to the configuration or use of a system for direct marketing, the Client is responsible for compliance with the Privacy and Electronic Communications (EC Directive) Regulations 2003 and with the Data Protection Legislation in respect of that marketing, including the lawful basis relied on, the provision of an opt-out in every communication, and the maintenance of suppression lists. Collier Pickard shall configure the system in accordance with the Client's documented requirements and shall notify the Client where it considers that a requirement has not been stated.

16.7 Collier Pickard is not able to give any undertaking in respect of the data processing arrangements of a Third Party Vendor. Where the Client requires Article 28 terms in respect of a vendor-hosted platform, those terms are a matter between the Client and that vendor.

17. Liability

17.1 Nothing in the Agreement excludes or limits either party's liability for: (a) death or personal injury caused by its negligence, or that of its Personnel; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; (d) the Client's obligation to pay the Charges; or (e) any other liability that cannot lawfully be excluded or limited.

17.2 Subject to clause 17.1, neither party is liable, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, for any of the following, whether direct or indirect and whether or not foreseeable:

17.2.1 loss of profit, revenue, sales, business or business opportunity;

17.2.2 loss of anticipated savings or of anticipated benefit;

17.2.3 loss of or damage to goodwill or reputation;

17.2.4 loss of or corruption of data or software, save for the reasonable cost of restoring the data from the most recent available backup or extract;

17.2.5 wasted management, staff or agency time;

17.2.6 loss arising from the Client's decision to select, licence, purchase or implement any product, platform or Third Party Vendor;

17.2.7 loss arising from the Client's decision to put a solution into live operation; or

17.2.8 any indirect or consequential loss.

17.3 Subject to clauses 17.1 and 17.2, Collier Pickard's total aggregate liability arising out of or in connection with an Order, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the greater of (a) one hundred and twenty five per cent (125%) of the Charges paid and payable under that Order in the twelve (12) months preceding the first event giving rise to liability, and (b) £100,000; and shall not in any event exceed £2,000,000, being the limit of Collier Pickard's professional indemnity insurance under clause 18.1.

17.4 Clauses 17.2 and 17.3 operate independently of one another. If any exclusion in clause 17.2 is held to be unenforceable, clause 17.3 continues to apply to the liability in question.

17.5 No claim may be brought under or in connection with the Agreement more than twenty four (24) months after the date on which the claimant became aware, or ought reasonably to have become aware, of the circumstances giving rise to the claim.

17.6 No claim may be brought for an amount of less than £1,000, and each party shall take reasonable steps to mitigate its loss.

17.7 Each party indemnifies the other against liability arising from the death, illness or injury of the indemnifying party's Personnel, and from loss of or damage to the other party's tangible property, in each case to the extent caused by the indemnifying party's negligence, and each party waives any right of recourse against the other in respect of such matters to that extent.

17.8 The Client acknowledges that the exclusions and limitations in this clause 17 are reasonable having regard to: the level of the Charges; the availability of insurance to each party; the Client's control of the scope of the Services and of acceptance; the Client's responsibility for its own selection and go-live decisions; the fact that the Client's rights in respect of a Third Party Vendor's product are those given by that vendor; and the fact that the Charges would be materially higher were Collier Pickard to accept a greater degree of risk. The parties have negotiated the allocation of risk in this clause and each has had the opportunity to take independent advice.

17.9 The liability of Collier Pickard under clause 14.12 and under Schedule 1 is subject to this clause 17, save to the extent that the Data Protection Legislation prohibits such limitation.

17.10 Where Service Conditions contain their own provision corresponding to clause 17.3, that provision applies in place of clause 17.3 in respect of the Services they govern. Clause 17.1 applies in every case and is not capable of being displaced.

18. Insurance

18.1 Collier Pickard maintains, with a reputable insurer, the following insurances.

Cover	Limit
Professional indemnity	£2,000,000 any one claim, with defence costs in addition
Cyber liability	£2,000,000
Public liability	£5,000,000 any one occurrence
Employers' liability	£10,000,000 any one occurrence

18.2 Collier Pickard shall maintain professional indemnity cover for six (6) years after the end of the Agreement, so far as such cover remains available to it on commercially reasonable terms.

18.3 Collier Pickard shall on written request provide evidence of the insurances required by clause 18.1.

18.4 The Client acknowledges that Collier Pickard's professional indemnity cover excludes claims made in, or in respect of services supplied into, the United States of America and Canada, and that clause 3.4 reflects that exclusion.

19. Compliance

19.1 Each party shall comply with all applicable anti-bribery and anti-corruption laws, including the Bribery Act 2010, shall maintain adequate procedures designed to prevent bribery by persons associated with it, and shall not offer or accept any bribe or facilitation payment in connection with the Agreement.

19.2 Each party shall comply with the Modern Slavery Act 2015 and shall maintain policies and procedures designed to ensure that slavery and human trafficking do not take place in its business or supply chain.

19.3 Each party shall maintain reasonable procedures designed to prevent the commission of fraud by persons associated with it, having regard to the offence under section 199 of the Economic Crime and Corporate Transparency Act 2023 and to the guidance issued under section 204 of that Act, and shall notify the other promptly if it becomes aware of any such fraud committed in connection with the Agreement.

19.4 Each party shall comply with all applicable sanctions, export control and anti-money laundering laws, and shall notify the other promptly if it becomes subject to sanctions.

19.5 Each party shall comply with all applicable tax legislation, including Part 3 of the Criminal Finances Act 2017, and shall have in place reasonable prevention procedures in respect of the facilitation of tax evasion.

Off-payroll working

19.6 Where Collier Pickard supplies Personnel through an intermediary and Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 applies, the Client shall, before the relevant Personnel begin work: (a) determine whether the conditions in that Chapter are met; (b) provide Collier Pickard with a status determination statement setting out that determination and the reasons for it; and (c) operate the client-led status disagreement process in respect of any representations made.

19.7 Where the Client considers that it is a small company or is otherwise exempt from those obligations, it shall confirm that in writing to Collier Pickard.

19.8 The Client shall indemnify Collier Pickard against all income tax, national insurance contributions, apprenticeship levy, interest, penalties, costs and expenses arising from the Client's failure to comply with clause 19.6 or 19.7, or from a status determination statement that is found to be incorrect otherwise than as a result of materially inaccurate information provided by Collier Pickard.

TUPE

19.9 The parties do not intend or anticipate that the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") will apply on the commencement, completion, termination or expiry of the Agreement or of any Order.

19.10 If TUPE is found to apply on commencement so that a contract of employment transfers to Collier Pickard, the Client shall indemnify Collier Pickard against all liabilities relating to that person, and Collier Pickard may terminate the employment within thirty (30) days of becoming aware of the transfer, the Client indemnifying it against the cost of doing so.

19.11 If TUPE is found to apply on completion, termination or expiry so that a contract of employment transfers to the Client or to a replacement supplier, Collier Pickard shall indemnify the Client against all liabilities relating to that person arising before the transfer date, and shall provide employee liability information in accordance with regulation 11 of TUPE.

Accessibility, regulated and public sector clients

19.12 The Client is responsible for identifying, and for stating in the Order, every statutory, regulatory, contractual, records retention, sector or internal compliance requirement applicable to its business that the Services or any resulting solution are required to meet, including any accessibility requirement arising under the Equality Act 2010 or, where the Client is a public sector

body, under the Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018. Collier Pickard is not responsible for the compliance of the Client's business processes, nor for any requirement not stated in the Order.

19.13 Where the Client is a contracting authority for the purposes of the Procurement Act 2023, it shall notify Collier Pickard before the Order is agreed. The Client is responsible for compliance with its own procurement obligations, including the publication of any notice required by that Act. Collier Pickard shall provide the information reasonably required by the Client to enable it to comply, including information required for the purposes of a contract performance assessment or a transparency notice, and the parties shall agree under the Change Control Process any additional term that the Client is required by law to include.

20. Force majeure

20.1 Neither party is liable for any delay in, or failure to perform, its obligations (other than an obligation to pay money) caused by an event beyond its reasonable control, including act of God, fire, flood, drought, storm, explosion, war, act of terrorism, sabotage, riot or civil commotion, epidemic or pandemic, act of government or public authority, embargo, cyber attack, industrial action of a third party, and failure of utilities, telecommunications, internet, hosting or cloud service providers.

20.2 The affected party shall notify the other promptly, shall use reasonable endeavours to mitigate the effect, and shall resume performance as soon as reasonably practicable.

20.3 If the event continues for more than thirty (30) consecutive days, either party may terminate the affected Order on fourteen (14) days' written notice, and the Client shall pay for Services performed and committed costs incurred up to the date of termination.

21. Non-solicitation

21.1 During the term of the Agreement and for six (6) months after its expiry or termination, or after the date on which the relevant Personnel last performed any part of the Services, whichever is later, the Client shall not, without Collier Pickard's prior written consent, directly or indirectly solicit or entice away from Collier Pickard, or employ or engage, any of Collier Pickard's Personnel who have been engaged in the provision of the Services.

21.2 Clause 21.1 does not apply to a person who responds to a bona fide recruitment advertisement published generally and not specifically targeted at Collier Pickard's Personnel.

21.3 Claude 12.1 also applies to Collier Pickard. Collier Pickard shall not, without the Client's prior written consent, directly or indirectly solicit or entice away from the Client, or employ or engage, any of the Client's Personnel who have been engaged in the provision of the Services.

21.4 If the Client breaches clause 21.1, it shall pay Collier Pickard a sum equal to thirty per cent (30%) of the greater of the individual's gross annual remuneration from Collier Pickard in the twelve (12) months before the breach and the gross annual remuneration offered to the individual by the

Client. The parties agree that this sum is a reasonable and proportionate protection of Collier Pickard's legitimate interest in the retention of its trained workforce, having regard to the cost of recruitment, the cost of training and the disruption to engagements in progress, and does not exceed that interest.

22. Term, suspension and termination

22.1 An Order takes effect on the date stated in it and continues until the Services are complete, unless terminated earlier in accordance with this clause 22 or extended or renewed in accordance with the incorporated Service Conditions.

22.2 Either party may terminate the Agreement or any Order immediately on written notice if the other party:

22.2.1 commits a material breach that is capable of remedy and fails to remedy it within thirty (30) days of written notice specifying the breach and requiring it to be remedied;

22.2.2 commits a material breach that is not capable of remedy;

22.2.3 suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

22.2.4 is subject to any of the following: a petition being presented, a resolution passed or an order made for its winding up (other than for solvent reconstruction or amalgamation); the appointment of, or notice of intention to appoint, an administrator, receiver or administrative receiver; entry into a company voluntary arrangement, a moratorium under Part A1 of the Insolvency Act 1986 or a compromise or arrangement with its creditors, including a restructuring plan under Part 26A of the Companies Act 2006; being unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or any analogous event in any jurisdiction.

22.3 Collier Pickard may terminate the Agreement or any Order immediately on written notice if the Client fails to pay any undisputed sum within thirty (30) days of the due date and fails to remedy that failure within ten (10) Business Days of written notice.

22.4 Collier Pickard may suspend all or part of the Services on written notice where the Client has failed to pay an undisputed sum, where continuing would present a material security risk or breach the terms of a Third Party Vendor, or where a failure by the Client to meet a dependency prevents meaningful progress. Suspension does not prejudice any other right or remedy, and Collier Pickard may charge for re-mobilisation on resumption.

22.5 Extended suspension. If a suspension under clause 22.4 continues for more than sixty (60) consecutive days, Collier Pickard may terminate the affected Order by written notice.

23. Consequences of termination

23.1 On termination or expiry the Client shall pay for all Services performed up to the date of termination, together with all expenses and third party commitments properly incurred and not

cancellable, whether or not invoiced at that date, including any licence or subscription committed under clause 10.4.5.

23.2 On payment of the sums due under clause 23.1, Collier Pickard shall deliver up the Deliverables and work in progress in their then current state. Collier Pickard gives no warranty in respect of incomplete work.

23.3 Any licence granted to the Client under clause 14.3 or clause 14.4 takes effect, and survives termination, in respect of each Deliverable for which the Charges have been paid in full. The interim licence in clause 14.16 ends on termination.

23.4 Each party shall promptly return or, at the other's option, securely destroy the other's Confidential Information and property, subject to any retention required by law and subject to Schedule 1 in respect of personal data. Collier Pickard shall surrender all credentials and access to the Client's systems.

23.5 Collier Pickard shall, if the Client so requests within thirty (30) days of termination, provide reasonable transition assistance to the Client or to its replacement supplier for up to twenty (20) Working Days, chargeable at Collier Pickard's then current rates and subject to payment of all outstanding sums.

23.6 Termination does not affect any right, remedy, obligation or liability accrued at the date of termination.

23.7 Clauses 1, 3, 5, 7 (in respect of sums accrued), 10.4, 11.4, 11.8 to 11.11, 12.2 (in respect of credentials), 12.3, 13.8, 13.11, 14, 15, 16, 17, 18, 19.8, 19.10, 19.11, 21, 23, 24 and 25, and Schedule 1, survive termination.

24. Dispute resolution

24.1 If a dispute arises, either party may give the other written notice of the dispute, and the parties' respective senior representatives shall meet within ten (10) Business Days to seek to resolve it in good faith.

24.2 Any dispute arising out of, or in connection with the Agreement shall be finally settled under the Rules of Arbitration of the LCIA, by one or more arbitrators appointed in accordance with the said Rules. The Place of arbitration shall be London (UK). The language of arbitration shall be English. Nothing contained in this Agreement shall prevent either Party from seeking injunctive relief from any court of competent jurisdiction.

24.3 The parties may agree to refer a technical dispute, including a dispute as to whether a Deliverable conforms with the Order or as to the Severity Level of a defect or incident, to an independent expert, whose determination shall be final and binding in the absence of manifest error and whose costs shall be borne as that expert directs.

24.4 Nothing in this clause 24 prevents either party from seeking interim or injunctive relief at any time, or prevents Collier Pickard from commencing proceedings for the recovery of an undisputed debt.

25. General

25.1 **Governing law and jurisdiction.** The Agreement and any dispute or claim arising out of or in connection with it, including any non-contractual dispute or claim, is governed by the law of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

25.2 **Notices.** Any notice shall be in writing and sent to the address stated in the Order or to the registered office. Ordinary notices may be sent by email. A notice of termination, of breach or of a claim shall be sent both by pre-paid recorded delivery and by email, in the case of Collier Pickard to support@collierpickard.co.uk. A notice is deemed served: if delivered by hand, on delivery; if by recorded delivery, at 9.00am on the second Business Day after posting; and if by email, at the time of transmission, or if transmitted after 5.00pm on a Business Day or on a non-Business Day, at 9.00am on the next Business Day.

25.3 **Assignment.** Neither party may assign, transfer, charge or deal in any other manner with any of its rights or obligations without the other's prior written consent, not to be unreasonably withheld or delayed, save that (a) either party may assign to a successor to the whole or substantially the whole of its business on written notice, and (b) **Collier Pickard may assign or novate to a Third Party Vendor, or to that vendor's designee, without the Client's consent, any Order or part of an Order relating to the supply of that vendor's licences or support, where Collier Pickard is required to do so under its agreement with that vendor.** Collier Pickard shall notify the Client of any such assignment or novation.

25.4 **Third party rights.** A person who is not a party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

25.5 **Waiver.** No failure or delay in exercising a right or remedy is a waiver of it, and no single or partial exercise prevents any further exercise.

25.6 **Severance.** If any provision is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, and if that is not possible it shall be deemed deleted. Deletion or modification of a provision does not affect the validity of the remainder of the Agreement.

25.7 **Entire agreement.** The Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, representations and understandings relating to its subject matter. Each party acknowledges that it does not rely on, and shall have no remedy in respect of, any statement, representation, assurance or warranty that is not set out in the Agreement, including any statement made in a proposal, demonstration, presentation, Free Service or marketing material. Nothing in this clause limits liability for fraud or fraudulent misrepresentation.

25.8 **Independent contractors.** Nothing in the Agreement creates a partnership, joint venture or relationship of employer and employee between the parties, or any relationship of agency save as expressly provided by clauses 9.6 and 10.2.

25.9 **Counterparts.** The Agreement may be signed in counterparts, including by electronic signature, each of which is an original and all of which together constitute one agreement.

25.10 **Further assurance.** Each party shall execute such documents and do such acts as the other may reasonably require to give full effect to the Agreement.

25.11 **Variation.** No variation of the Agreement is effective unless it is in writing and signed by a director of Collier Pickard and an authorised signatory of the Client, save for a change agreed under the Change Control Process and save as provided by clause 2.8.

Schedule 1: Data processing

This Schedule applies where Collier Pickard processes personal data on behalf of the Client. Terms used in this Schedule and defined in the Data Protection Legislation have the meaning given in that legislation.

1. **Subject matter and scope.** The subject matter, duration, nature and purpose of the processing, the types of personal data and the categories of data subjects are set out in Annex A.

2. **Instructions.** Collier Pickard shall process personal data only on the Client's documented instructions, including in relation to transfers outside the United Kingdom, unless required to process by law, in which case Collier Pickard shall inform the Client of that requirement before processing unless the law prohibits it. Collier Pickard shall inform the Client if, in its opinion, an instruction infringes the Data Protection Legislation. The Order, any solution specification, any approved migration mapping and any written instruction of the Client Contact constitute documented instructions.

3. **Confidentiality.** Collier Pickard shall ensure that all persons authorised to process the personal data are subject to a duty of confidentiality and have received appropriate training.

4. **Security.** Collier Pickard shall implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk, in accordance with Article 32 of the UK GDPR.

5. **Sub-processors.** The Client gives its general written authorisation for Collier Pickard to engage sub-processors, including providers of AI Tools engaged in accordance with clause 13.3. Collier Pickard shall maintain a list of sub-processors, shall give the Client not less than [thirty (30)] days' notice of any intended addition or replacement, and the Client may object on reasonable data protection grounds within that period. Collier Pickard shall impose on each sub-processor data protection obligations no less onerous than those in this Schedule, and remains fully liable to the Client for the performance of each sub-processor.

6. **Data subject rights.** Collier Pickard shall, taking into account the nature of the processing, assist the Client by appropriate technical and organisational measures, so far as possible, in responding to requests to exercise data subject rights, and shall promptly notify the Client of any such request that it receives directly.

7. **Assistance.** Collier Pickard shall assist the Client in ensuring compliance with its obligations under Articles 32 to 36 of the UK GDPR, taking into account the nature of the processing and the information available to Collier Pickard.

8. **Personal data breach.** Collier Pickard shall notify the Client without undue delay, and in any event within forty eight (48) hours, of becoming aware of a personal data breach affecting the personal data, and shall provide the information reasonably required by the Client to meet its own notification obligations.

9. **Deletion or return.** On completion of the Services or on termination, and at the Client's election, Collier Pickard shall delete or return all personal data and delete existing copies, including any extract, test data set, migration staging data or support attachment, unless required by law to retain it.

10. **Audit.** Collier Pickard shall make available to the Client the information reasonably necessary to demonstrate compliance with this Schedule, and shall allow for and contribute to audits, including inspections, conducted by the Client or an auditor mandated by it. Audits shall be conducted no more than once in any twelve month period (unless required by a supervisory authority or following a personal data breach), on not less than thirty (30) days' written notice, during normal business hours, subject to confidentiality, in a manner that does not disrupt Collier Pickard's business, and at the Client's cost.

11. **International transfers.** Collier Pickard shall not transfer personal data outside the United Kingdom without the Client's prior written consent and without putting in place a lawful transfer mechanism, including where applicable the International Data Transfer Agreement or the UK Addendum to the EU standard contractual clauses.

12. **Third Party Vendor platforms.** This Schedule governs Collier Pickard's own processing. Where personal data is processed by a Third Party Vendor as part of a platform licensed or subscribed by the Client, the processing terms are those agreed between the Client and that vendor, and clause 16.7 applies.

13. **Liability.** The liability of each party under this Schedule is subject to clause 17 of these Conditions, save to the extent that the Data Protection Legislation prohibits such limitation.

Annex A: Particulars of processing

Item	Particulars
Subject matter	Employee names and contact details, customer names, date of birth, email address, telephone number.
Duration	The term of the relevant Order, plus any retention period required by law. In this case, Collier Pickard will not retain any of this data after we have delivered and closed the Implementation Project.
Nature and purpose	For data migration and for populating your new Creatio system, including testing and migration. Collier Pickard employees may access this data for the diagnosis and resolution of support tickets during the term of your Support Contract.
Types of personal data	Names, job titles, business contact details, customer and prospect records, transaction and case history, and correspondence, plus any other data your employees add to Creatio.
Categories of data subject	The Client's employees, customers, prospects, suppliers and contacts.
Special category data	None.
Sub-processors	None for this Order.

Collier Pickard does not currently hold Cyber Essentials, Cyber Essentials Plus or ISO/IEC 27001 certification.

Schedule 2: Contents of an Order

These Conditions are incorporated only where the Order says so. Each Order should record the following.

Section	What it should record
Parties and dates	Full names, company numbers, registered offices, notice addresses and notice email addresses; start date and target dates.
Terms incorporated	These General Terms by version and date, and any Service Conditions by name, version and date.
Scope	What is being delivered, and an express list of what is out of scope.
Assumptions and dependencies	The assumptions on which the Charges and target dates are based, and the Client resources, decisions, environments and access on which delivery depends.
Charges	Rate card by role; any Cap and how it operates; whether expenses, third party costs and VAT count towards it; invoicing and timesheet frequency; out of hours rates if other than clause 7.3; any procurement margin under clause 9.6.
Licences and subscriptions	For each product, whether Collier Pickard acts as agent or principal under clause 10; the committed term and quantity; the vendor terms that apply.
Package supply	Where a package is supplied, the Base Package by name and version, its fixed price, and a description of what it does sufficient to support the warranty in the Implementation Services Conditions.
Acceptance	The acceptance period if other than ten Business Days; who accepts; the named business owner who signs the Certificate of Acceptance.
Security	Any certification relied on under clause 12.6.
Independence	Whether the engagement is an independent advisory engagement under clause 9.5.

Artificial intelligence	Any restriction under clause 13.7 and any approved tool list; and, where clause 13.13 does not apply, which party is provider and which is deployer.
Reusable Components	Which elements of the Deliverables are intended to be treated as Reusable Components under clause 14.10, and any exclusivity granted under clause 14.11 with its scope, duration and consideration.
Data protection	Annex A particulars; whether live personal data will be used in non-production environments.
Governance	Named Client Contact and Engagement Lead; reporting frequency; escalation contacts.
Territory	Confirmation that clause 3.4 is satisfied, or the express agreement required by clause 3.6.

Schedule 3: Severity and Priority

A single scale applies throughout the Agreement: to the classification of defects on acceptance under the Implementation Services Conditions, and to the classification of support tickets under the Support Services Conditions.

Level	Description	Acceptance	Target response
1: Critical	The solution or a core business process cannot be used and no reasonable workaround is available; or there is loss or corruption of data; or there is a material security vulnerability.	Prevents acceptance	1 Working Hour
2: Major	A significant function does not conform with what the Order requires, or large numbers of users or business functions are affected, and no reasonable workaround is available.	Prevents acceptance	2 Working Hours

3: Minor	A function does not conform but a reasonable workaround is available; a limited number of users or functions is affected and the business process can continue.	Does not prevent acceptance	4 Working Hours
4: Cosmetic	A presentational, labelling or documentation error, or a small degradation with no material effect on the operation of the solution.	Does not prevent acceptance	8 Working Hours

Collier Pickard may re-classify a defect or incident, giving its reasons in writing. Target response times apply only where the Client has purchased a Success Plan, and are targets rather than guarantees. Where the parties disagree as to classification, clause 24.3 applies.