Collier Pickard Implementation Services

Service Conditions: Configuration, Development, Migration, Go-Live and Package Supply

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About this document

These Service Conditions apply to the configuration, development, integration, data migration, testing, go-live and package supply of business systems. **They are read together with the Collier Pickard General Terms of Business and do not stand alone.** They contain only what is specific to implementation work; everything else, including charges and payment, change control, intellectual property, confidentiality, data protection, liability, insurance, compliance, termination and the general provisions, is in the General Terms.

The Services are supplied on a **capped time and materials** basis. Charges accrue at the agreed rates as work is performed, and Collier Pickard will not charge more than the Cap without the Client's written authorisation. The Cap is a limit on what Collier Pickard may charge. It is not a fixed price and not a commitment that the Services will be completed within it. Clause 4 sets out how the Cap operates. Where a Base Package is supplied, clause 11 applies and the Base Package is charged at a fixed price.

1. Application and interpretation

1.1 These Conditions apply where the Order states that the Services include configuration, development, integration, migration, testing, go-live or package supply.

1.2 Words and expressions defined in the General Terms have the same meaning in these Conditions. In these Conditions, a reference to a numbered clause is to a clause of these Conditions, and a reference to the General Terms is to the Collier Pickard General Terms of Business in the version incorporated into the Order.

1.3 These Conditions supplement the General Terms. Clause 2.4 of the General Terms governs the relationship between the two, and clause 2.3 of the General Terms governs precedence.

1.4 In these Conditions:

”Acceptance Criteria” means the criteria stated in the Order or the Test Plan against which a Deliverable is assessed and, where none is stated, conformity in all material respects with the Solution Specification.

”Base Package” means a package, module, accelerator or product of Collier Pickard’s own that is built once, is capable of being supplied to more than one client, and is identified in the Order by name and version.

”Baseline” means a requirements, design or specification document that has been accepted or is deemed accepted by the Client, whether under these Conditions or under the Collier Pickard Consultancy Services Conditions.

”Certificate of Acceptance” means the certificate described in clause 9.8, in the form set out in the Annex.

”Client Platform” means the software platform, product or service, including any CRM, ERP, workflow or business operating system, that is licensed or subscribed by the Client from a Third Party Vendor and within which, or in connection with which, the Services are performed.

“Client-Specific Material” means Source Data or anonymised data provided by the client.

”Configuration” means changes made to the Client Platform using the configuration, customisation, no-code or low-code facilities that the platform provides, including objects, fields, business rules, business processes, page and list layouts, dashboards, reports, permissions, roles and workflows.

”Cutover” means the activities by which the Client moves from its existing arrangements to live operation of the configured solution.

”Cutover Plan” means the plan described in clause 10.1.

”Defect” means a failure of a Deliverable to conform in a material respect with the Solution Specification, classified by Severity Level in accordance with Schedule 3 to the General Terms.

”Development” means the writing, modification or extension by Collier Pickard of software code, scripts, web services, packages or components for use with or alongside the Client Platform, including Integrations.

”Environments” means the development, test, user acceptance testing, training, staging and production instances of the Client Platform used for the Services.

”Go-Live” means the date on which the configured solution, or an agreed part of it, is first used by the Client for live business operations.

”Go-Live Criteria” means the criteria stated in the Cutover Plan by reference to which the go or no-go decision under clause 10.2 is taken.

”Integration” means an interface, connector or data exchange between the Client Platform and any other system, whether operated by the Client or by a third party.

”Migration” means the extraction, cleansing, mapping, transformation and loading of Source Data into the Client Platform.

”Package Alterations” means the configuration, extension, adaptation or development carried out by Collier Pickard to tailor an installed Base Package to the Client.

”Project Manager” means the individual nominated by each party under clause 5.1.

”Solution Specification” means the document identified in the Order that describes the Configuration, Development, Integrations and Migration to be delivered, together with any Baseline that it incorporates, in each case as varied under the Change Control Process.

”Source Data” means data held in the Client’s existing systems, files or records that is to be migrated into the Client Platform.

”Test Plan” means the plan agreed under clause 9.2.

”User Acceptance Tests” means the tests carried out under clause 9.

2. The Services

2.1 The Services may include any of the following where the Order so provides: Configuration of the Client Platform; Development of bespoke code, scripts, packages, web services and components; the design, build and testing of Integrations; Migration of Source Data; preparation and configuration of Environments; supply and installation of a Base Package and the carrying out of Package Alterations; preparation of test scripts, support of User Acceptance Tests and correction of Defects; solution documentation, configuration records and administrator or user guidance; and Cutover planning and Go-Live support.

2.2 The following are outside the scope of the Services unless the Order expressly provides otherwise: the supply, renewal or funding of any licence or subscription for the Client Platform or any third party software, to which clause 10 of the General Terms applies; hosting, infrastructure or connectivity; ongoing support, maintenance or managed service after completion; delivery of end user training; business change, process re-engineering or data cleansing; penetration testing, security certification or accessibility audit; and any service performed by a Third Party Vendor.

2.3 Support, maintenance, monitoring, enhancement and administration of the solution after completion are not included in the Services. They are available under the Collier Pickard Support Services Conditions. Collier Pickard has no obligation to correct any matter arising after the Certificate of Acceptance, and any work it does perform is chargeable at its then current rates.

3. Solution Specification and Baseline

3.1 Collier Pickard shall perform the Services and produce the Deliverables in accordance with the Solution Specification. Anything not described in the Solution Specification is outside the scope of the Services.

3.2 Where a Baseline was produced under a prior scoping or requirements engagement, the Client confirms on entering into the Order that the Baseline remains accurate and complete as a description of its requirements, and Collier Pickard is entitled to rely on it without further verification. Where more than three (3) months have elapsed since the Baseline was accepted, either party may require a revalidation, which is chargeable under the Change Control Process.

3.3 Where no Solution Specification exists at the date of the Order, Collier Pickard may prepare one as a Deliverable, which is chargeable and subject to acceptance under clause 9. Collier Pickard is not obliged to commence Configuration, Development, Integration or Migration work before the Solution Specification has been accepted in writing.

3.4 The Client is responsible for satisfying itself that the Solution Specification accurately reflects its business operations, its commercial objectives and its legal and regulatory obligations. Acceptance of the Solution Specification is confirmation that it has done so. Clause 19.12 of the General Terms applies to compliance requirements, which shall be stated in the Solution Specification.

3.5 The parties acknowledge that the configuration and development of business systems commonly reveals requirements, dependencies, data conditions or technical complexity that were not anticipated when the Order was agreed, and that this may require a change to the Solution Specification, the Charges, the Cap or the target dates under the Change Control Process.

4. The Cap

4.1 The Services are supplied on a time and materials basis, subject to the Cap stated in the Order. Clause 7 of the General Terms applies to the Charges, and this clause 4 applies in place of clause 7.9 of the General Terms.

4.2 Collier Pickard shall not incur Charges in excess of the Cap without the Client's prior written authorisation, and the Client is not liable for Charges incurred in excess of the Cap without that authorisation.

4.3 The Cap is a limit on the Charges. It is not a fixed price, a quotation or a tender, and it is not a commitment by Collier Pickard that the Services will be completed, or that any Deliverable will be delivered or accepted, for the amount of the Cap or at all within it.

4.4 Collier Pickard shall notify the Client in writing when accrued Charges reach eighty per cent (80%) of the Cap, and shall provide with that notice a forecast of the Charges required to complete the Services and an explanation of any variance.

4.5 Where Collier Pickard forecasts that the Cap will be reached before the Services are complete, the parties shall deal with the matter under the Change Control Process. If the Client does not authorise an increase in the Cap within ten (10) Business Days of Collier Pickard's notice, Collier Pickard may on written notice suspend the Services, and either party may then terminate the Order under clause 13.5. The Client shall in either case pay for Services performed and committed costs incurred to the date of suspension or termination.

4.6 The Cap shall be increased by: (a) the value of any change authorised under the Change Control Process; (b) any amount charged under clause 6.6 of the General Terms; (c) any amount charged under clause 9.6 for additional test cycles; and (d) any amount charged under clause 8.4 for additional migration runs.

4.7 The fixed price of a Base Package under clause 11 is payable in addition to the Cap and does not count towards it.

5. Project governance

5.1 Each party shall nominate a Project Manager 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. The Client's Project Manager is the Client Contact for the purposes of the General Terms.

5.2 Collier Pickard shall report progress to the Client's Project Manager at the intervals stated in the Order and, in the absence of a stated interval, fortnightly, covering work performed, Charges accrued against the Cap, forecast to completion, risks, issues, decisions outstanding and dependencies.

5.3 The parties shall maintain a joint log of risks, assumptions, issues, decisions and dependencies, and clause 8.6 of the General Terms applies to entries in it.

5.4 The Client shall give any decision, approval, instruction or sign-off reasonably requested by Collier Pickard within five (5) Business Days of the request, or within any shorter period agreed for a Cutover activity. A failure to do so is a dependency failure for the purposes of clause 6.6 of the General Terms.

6. Client dependencies

6.1 In addition to its obligations under clause 6 of the General Terms, the Client shall:

6.1.1 appoint a business owner with authority to make decisions, resolve conflicting requirements and sign the Certificate of Acceptance, and identify that individual in the Order;

6.1.2 procure that the subject matter experts, testers, data owners and technical Personnel identified in the Order are available as scheduled;

6.1.3 hold and maintain, at its own cost, sufficient licences or subscriptions for the Client Platform of the correct edition, together with any application programming interface entitlement, connector, add-on or non-production instance required for the Services;

6.1.4 provide the Environments required by the Order, and timely access, credentials and network connectivity to them;

6.1.5 extract or procure the extraction of Source Data in the agreed format and to the agreed timetable; and

6.1.6 procure the cooperation of its other suppliers and of any Third Party Vendor whose participation is required.

6.2 The Client contracts directly with each Third Party Vendor and is responsible for those contracts, including their terms, cost, renewal and termination, save where Collier Pickard supplies a licence or subscription under clause 10 of the General Terms. Collier Pickard gives no warranty in respect of them.

7. Environments, working practices and security

7.1 Collier Pickard shall carry out Configuration and Development in a non-production Environment and shall not apply a change directly to a production Environment except during an agreed Cutover window or with the Client's prior written approval.

7.2 Collier Pickard shall apply its own development and configuration standards together with the practices recommended by the relevant Third Party Vendor, shall maintain a record of the Configuration applied, and shall use version control for bespoke code where the Client Platform permits it.

7.3 Clause 12 of the General Terms applies to information security, and clause 12.7 of the General Terms applies to the use of live personal data in non-production Environments. Where the Client requires live personal data to be used in a non-production Environment, it does so on its own instruction and Schedule 1 to the General Terms applies.

7.4 Clause 11.6 of the General Terms applies to pre-existing defects, technical debt, data quality issues, configuration errors, unsupported customisations and non-compliance affecting the Client Platform, the Environments or the Client's data.

8. Integrations and data migration

8.1 Integrations are built to the interface specification recorded in the Solution Specification and to the documented application programming interfaces made available by the relevant Third Party Vendor at the time the work is performed. The Client is responsible for obtaining application programming interface access, credentials, entitlements, quotas and any additional licence or subscription cost required for an Integration. Clauses 9.2, 9.7 and 9.8 of the General Terms apply.

8.2 Where the Services include Migration, it shall be performed in accordance with the migration approach and field mapping recorded in or referred to by the Solution Specification.

8.3 The Client is responsible for: identifying the Source Data to be migrated and the data to be excluded; extracting the Source Data or procuring its extraction; the accuracy, completeness, consistency, de-duplication and lawfulness of the Source Data; approving the field mapping and any transformation, default or fallback rule; and defining and approving the reconciliation criteria. Collier Pickard shall transform and load the Source Data in accordance with the approved mapping. It does not verify, and is not responsible for, the accuracy, completeness, currency, quality or lawfulness of

the Source Data, and is not responsible for the consequences of migrating data that ought not to have been migrated.

8.4 The Order states the number of migration runs included, and in the absence of a stated number, two (2) trial loads and one (1) final load. Any additional run, including a run required because of a change to the Source Data, the mapping or the extract, is chargeable under the Change Control Process and increases the Cap accordingly.

8.5 The Client shall reconcile each trial load against the agreed reconciliation criteria within five (5) Business Days and shall notify Collier Pickard of any discrepancy. The Client's approval of the final trial load is its authority to proceed to the final load, and is confirmation that the mapping and the transformation rules produce a result acceptable to it. If Collier Pickard is not notified of any discrepancy within five (5) Business Days, confirmed in writing, then this also provides Collier Pickard authority to proceed to the final load.

8.6 The Client shall retain its existing systems, extracts and an independent archive of the Source Data for a reasonable period after Go-Live, and in any event until it has confirmed that the migrated data is complete and accurate. Collier Pickard is not responsible for data that is no longer available from the Client's own sources.

8.7 The Client shall migrate only personal data that is necessary and lawful for the purposes of the Client Platform, and shall apply its retention policy before extraction. The Client is responsible for the lawfulness of the Migration, for its record of processing activities, for any data protection impact assessment and for any information it is required to give to data subjects.

8.8 Subject to clause 17.1 of the General Terms, Collier Pickard's liability for the loss, corruption or incorrect loading of Source Data is limited to the reasonable cost of repeating the affected load from the most recent extract or backup made available by the Client.

9. Testing, acceptance and the Certificate of Acceptance

9.1 This clause 9 applies in place of clause 6.13 of the General Terms.

9.2 Collier Pickard shall carry out its own unit and system testing before submitting a Deliverable to the Client for User Acceptance Tests, and shall issue the Deliverable to the Client's Project Manager marked as issued for acceptance. The parties shall agree a Test Plan recording the scope of testing, the Acceptance Criteria, the test environment, the test data and the responsibilities of each party. The Client is responsible for preparing and approving user acceptance test scripts that cover its business processes, for providing testers with appropriate knowledge and authority, and for carrying out the User Acceptance Tests.

9.3 The Client shall complete the User Acceptance Tests within ten (10) Business Days of issue and shall notify Collier Pickard in writing that it accepts the Deliverable, or that it rejects it, specifying with reasonable particularity each Defect relied on and its Severity Level.

9.4 A Deliverable shall be accepted where it meets the User Acceptance Criteria and no Severity 1 or Severity 2 Defect remains outstanding. A Severity 3 or Severity 4 Defect does not prevent

acceptance; such Defects shall be recorded in an agreed list and, unless the parties agree otherwise in writing before the Certificate of Acceptance is signed, are dealt with under clause 9.9.

9.5 A Deliverable is deemed accepted if the Client does not give notice within the period in clause 9.3, or if the Client uses the Deliverable for any live business purpose, or on Go-Live of the part of the solution to which it relates.

9.6 Where the Client rejects a Deliverable, Collier Pickard shall correct the Defects properly notified and re-issue it, and clauses 9.3 to 9.5 apply to the re-issued version. Two (2) cycles of correction and re-testing are included in the Charges for each Deliverable. Further cycles are chargeable under the Change Control Process and increase the Cap accordingly, save where the further cycle is required because of Collier Pickard's failure to correct a Defect properly notified.

9.7 None of the following is a Defect:

9.7.1 a change to, or an addition to, the requirements recorded in the Solution Specification, which shall be dealt with under the Change Control Process;

9.7.2 a matter arising from Client Materials, Source Data, a decision of the Client or an instruction given by the Client;

9.7.3 a matter arising from the Client Platform, from third party software or from an application programming interface of a Third Party Vendor;

9.7.4 a matter arising from an Environment, infrastructure, network, device or connectivity not provided by Collier Pickard, and that of which Collier Pickard had no prior awareness of changes;

9.7.5 a modification made by any person other than Collier Pickard, or use of a Deliverable otherwise than in accordance with the Solution Specification or any documentation or training provided; or

9.7.6 a matter that is a preference as to presentation, wording or approach and that does not amount to non-conformity with the Solution Specification.

9.8 Certificate of Acceptance. On completion of the User Acceptance Tests for the solution, or for an agreed part of it, the Client shall sign a Certificate of Acceptance in the form set out in the Annex. The Certificate shall be signed by the named business owner identified in the Order under clause 6.1.1, and the Client warrants that that individual has authority to sign it. Where the Client does not sign the Certificate within five (5) Business Days of acceptance or deemed acceptance under clauses 9.3 to 9.5, Collier Pickard may record that acceptance has occurred and the Certificate is treated as signed on the date of that record.

9.9 Effect of the Certificate. On and from the date of the Certificate of Acceptance:

9.9.1 the solution, or the part of it covered by the Certificate, is accepted, and no Defect may be raised in respect of it under this clause 9;

9.9.2 no further change may be raised except through the Change Control Process, a further Order for configuration or development work, or a Success Plan under the Collier Pickard Support Services Conditions; and

9.9.3 Collier Pickard is under no obligation to provide any correction, remedial or support service without charge. Where the Client has not purchased a Success Plan, any work requested after the Certificate is quoted and charged at Collier Pickard's then current rates.

9.10 Clause 9.9 states the position as to correction *services*. It does not exclude or limit any claim the Client may have for breach of the warranty in clause 11.1 of the General Terms, which remains subject to clause 17 of the General Terms.

9.11 Where the parties disagree as to whether an item is a Defect, or as to its Severity Level, the Project Managers shall seek to agree the classification, failing which the matter shall be referred to clause 24 of the General Terms. Pending resolution the parties shall continue to perform, and Collier Pickard may proceed on its own classification, recording the disagreement.

9.12 The Client shall not unreasonably withhold or delay acceptance or the signing of the Certificate of Acceptance, and shall not reject a Deliverable by reason of a Defect for which a reasonable workaround has been provided and which does not prevent the Deliverable from being used for its intended purpose.

9.13 On acceptance a Deliverable forms part of the Baseline.

10. Cutover and Go-Live

10.1 Where the Services include Go-Live support, the parties shall agree a Cutover Plan not less than ten (10) Business Days before the planned Go-Live. The Cutover Plan shall record the sequence and timing of activities, the responsibilities of each party, the configuration and data freeze, the final Migration, the Go-Live Criteria, the go or no-go decision points, communications to users, the contingency and, where the parties agree that one is practicable, the rollback arrangements.

10.2 The decision to proceed to Go-Live is the Client's alone. Collier Pickard shall report against the Go-Live Criteria and may advise against proceeding, but the Client is responsible for the decision and for its consequences.

10.3 No change shall be made to the Configuration, the Development or the Migration mapping during the freeze period stated in the Cutover Plan and, in the absence of a stated period, from five (5) Business Days before Go-Live, except a correction of a Severity 1 Defect authorised by both Project Managers.

10.4 The Client is responsible for its own business readiness, including training its end users, super-user cover, revised internal processes and procedures, internal communications, resourcing of the period following Go-Live, and arrangements to continue its business operations manually or otherwise in the event of difficulty.

10.5 Rollback is available only if and to the extent that the Cutover Plan expressly provides for it. The Client is responsible for maintaining, until it has confirmed that Go-Live is successful, the ability to revert to its previous arrangements.

10.6 Where the Client postpones a planned Go-Live, clause 7.8 of the General Terms applies to the affected scheduled work and Collier Pickard shall reschedule subject to the availability of its Personnel.

10.7 The Services under an Order are complete on the later of Go-Live and the date of the Certificate of Acceptance, and the Order then expires. Collier Pickard has no obligation to perform any further work under that Order.

11. Package supply

11.1 This clause 11 applies where the Order provides for the supply of a Base Package.

11.2 Two layers. A package engagement produces two distinct things, and each is charged and warranted separately:

11.2.1 the Base Package, built once by Collier Pickard, capable of supply to more than one client, installed into the Client's own instance of the Client Platform, and charged at a single fixed price per package stated in the Order; and

11.2.2 the Package Alterations, being the work of tailoring the installed Base Package to the Client, charged on the capped time and materials basis set out in clause 4.

11.3 Licence. Subject to payment in full of the fixed price for the Base Package, Collier Pickard grants the Client a perpetual, non-exclusive, non-transferable licence to use the Base Package, as delivered and in the version identified in the Order, in the Client's own instance of the Client Platform for its internal business purposes. Clauses 14.3 to 14.5 of the General Terms apply to that licence, and clause 14.3 of the General Terms applies to the Package Alterations.

11.4 The Client may continue to use the Base Package if it ceases to engage Collier Pickard, ends a Success Plan or engages another partner, and nothing in these Conditions prevents another partner from maintaining or modifying it. Collier Pickard gives no warranty in respect of a Base Package that has been modified by any person other than Collier Pickard.

11.5 The Client's ability to use the Base Package depends on its holding a valid licence or subscription for the Client Platform from the relevant Third Party Vendor. This is a consequence of the platform and is not a restriction imposed by Collier Pickard.

11.6 Warranty: Base Package. Collier Pickard warrants that, at the date of delivery, the Base Package will conform in all material respects with the description of it in the Order. The Order shall contain a description of the Base Package sufficient to give that warranty content.

11.7 Warranty: Package Alterations. Collier Pickard warrants that the Package Alterations will, at the date of the Certificate of Acceptance, conform in all material respects with what the Order and the Solution Specification require them to do. Clause 9 applies to their acceptance.

11.8 Neither the Base Package nor the Package Alterations is warranted to be fit for any particular purpose of the Client that is not recorded in the Order, and clause 11.4 of the General Terms applies.

11.9 Vendor platform changes. Where a Third Party Vendor person outside of the instruction of Collier Pickard changes, upgrades, re-versions, deprecates or withdraws any part of the Client Platform, and that change affects the Base Package or the Package Alterations, any remedial work is chargeable under the Change Control Process and is not warranty work.

11.10 New versions and upgrades. Collier Pickard is under no obligation to supply a later version of a Base Package. A later version is a new purchase at the then current fixed price. Re-applying the Client's Package Alterations to a later version is quoted separately on a capped time and materials basis, and Collier Pickard does not warrant that existing Package Alterations will survive an upgrade.

11.11 Reuse of Alterations. Clauses 14.7 to 14.11 of the General Terms apply to the Package Alterations. Collier Pickard may fold the generic parts of Package Alterations back into the Base Package as Reusable Components. Anything that is Client-Specific Material may not be so used, and clause 14.8 of the General Terms applies. The Charges for the Package Alterations are not reduced by reason of that reuse.

11.12 Clause 13.13 of the General Terms applies to a Base Package: Collier Pickard does not incorporate artificial intelligence functionality of its own into a Base Package.

12. Warranties

12.1 In addition to clause 11 of the General Terms, Collier Pickard warrants that each Deliverable will, at the date of its acceptance, conform in all material respects with the Solution Specification.

12.2 Collier Pickard does not warrant that the operation of any Deliverable or of the Client Platform will be uninterrupted or error free.

12.3 The Client warrants that the Client Materials and the Source Data are accurate and complete in all material respects, that it is entitled to provide them to Collier Pickard, and that it holds all licences required under clause 6.1.3.

13. Termination

13.1 Clause 22 of the General Terms applies to an Order governed by these Conditions, subject to this clause 13.

13.2 No termination for convenience. Neither party may terminate a commenced Order for convenience or without cause. The parties acknowledge that an implementation engagement commits Collier Pickard's Personnel to the Client for a planned period, that those Personnel cannot be redeployed at short notice, and that the Charges and the Cap have been agreed on the basis that neither party may withdraw from the engagement without cause.

13.3 Breach and insolvency. The right of each party to terminate under clauses 22.2 and 22.3 of the General Terms, for material breach or on an insolvency event, is unaffected and takes effect as set out in those clauses.

13.4 The Client's additional grounds. In addition to clause 13.3, the Client may terminate an Order by written notice stating the ground relied on and expiring not less than thirty (30) days after the date of the notice, where:

13.4.1 Collier Pickard has failed, after the correction and re-testing cycles provided for in clause 9.6, to deliver a Deliverable that meets the User Acceptance Criteria, and the failure is not attributable to a matter listed in clause 9.7;

13.4.2 a Go-Live date stated in the Order has been exceeded by more than sixty (60) days, otherwise than as a result of a change authorised under the Change Control Process, an act or omission of the Client, a matter listed in clause 9.7, or an event to which clause 20.1 of the General Terms applies;

13.4.3 Collier Pickard has given notice of an increase in its rates exceeding the threshold in clause 7.6 of the General Terms, in which case the notice period and the deadline for giving notice are those stated in that clause; or

13.4.4 an event to which clause 20.1 of the General Terms applies has continued for more than thirty (30) consecutive days, in which case clause 20.3 of the General Terms applies in place of the thirty (30) days in this clause 13.4.

13.5 Either party's additional grounds. Either party may terminate an Order on written notice where (a) the Client has not authorised an increase in the Cap in the circumstances described in clause 4.5, or (b) a dependency failure under clause 6.6 of the General Terms has continued for more than twenty (20) Business Days.

13.6 Collier Pickard's rights. Collier Pickard may terminate a commenced Order only under clause 13.3, under clause 13.5, under clause 20.3 of the General Terms, or on the expiry of a period of suspension under clause 22.5 of the General Terms exceeding sixty (60) days.

13.7 Performance and Charges during the notice period. Where the Client terminates an Order under clause 13.4.3 or 13.4.4, or where either party terminates under clause 13.5:

13.7.1 Collier Pickard may, at its option, continue to perform during the notice period, and is entitled to complete and to charge for the Services that were scheduled, as at the date of the notice, to be performed or completed within that period;

13.7.2 the Client shall continue to perform its obligations during the notice period, including providing access, Environments, data, decisions and sign-off, and clause 6.6 of the General Terms applies to any failure to do so;

13.7.3 Charges incurred under clause 13.7.1 count towards the Cap and may not exceed it without authorisation under clause 4.2;

13.7.4 Collier Pickard is not obliged to continue to perform and may instead demobilise, in which case it may charge for Services performed to the date of demobilisation; and

13.7.5 a Deliverable completed during the notice period remains subject to clause 9, and the licence granted by clause 14.3 of the General Terms applies to it on payment in full.

13.8 Clause 13.7 does not apply where the Client terminates under clause 13.3 for Collier Pickard's material breach or insolvency, or under clause 13.4.1 or 13.4.2. In those cases the Client is liable only for Services performed up to the date on which the termination takes effect, together with the sums described in clause 23.1 of the General Terms.

13.9 Notice on a ground that is not established, and withdrawal without ground. Where the Client gives notice under clause 13.4 and the ground relied on is not established, the notice is of no effect and the Order continues. Where the Client purports to terminate, withdraws from or abandons an Order otherwise than in accordance with clause 13.3, 13.4 or 13.5, the purported termination is of no effect and Collier Pickard's rights and remedies are unaffected; and Collier Pickard may, without prejudice to any other right or remedy, elect by written notice to treat the Order as terminating thirty (30) days after the date on which the Client's notice or conduct made the withdrawal clear, in which case clause 13.7 applies as though the Client had terminated under clause 13.5.

13.10 On termination before the Certificate of Acceptance, clause 23 of the General Terms applies, and clause 12.1 of these Conditions does not apply to incomplete work.