Collier Pickard Success Plan

Service Conditions: Support and Maintenance

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Version: 2.1 17th September 2026. Supersedes the Collier Pickard Success Plan Terms and Conditions dated 27 September 2024, the software support contract terms in the general terms and conditions previously published at collierpickard.co.uk, and the Maximizer Support Agreement.

About this document

These Service Conditions apply to the Collier Pickard Success Plan, which is Collier Pickard's support and maintenance offering. They are read together with the Collier Pickard General Terms of Business and do not stand alone. They contain only what is specific to the Plan; everything else, including charges and payment, change control, intellectual property, confidentiality, data protection, insurance, compliance and the general provisions, is in the General Terms.

The Success Plan replaces the software support contract described in Collier Pickard's previous general terms and the Maximizer Support Agreement. Clients on either of those arrangements move to the Plan at their next renewal.

These Conditions do not grant any license to use a Business Application System and do not replace the terms on which the Client licenses that system from its provider.

1. Application and interpretation

1.1 These Conditions apply where the Order states that the Client has purchased a Collier Pickard Success Plan.

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. In particular, the Order prevails over these Conditions only to the extent that it expressly identifies the provision that it varies.

1.4 In these Conditions:

”Authorised Representative” means an individual whom the Client has notified to Collier Pickard in writing as authorised to raise and discuss Tickets on its behalf.

”Business Application System” means the software system identified in the Order that Collier Pickard supports under the Plan, including its Supported Environments.

”Citizen Development” means any configuration, customisation, extension or development of the Business Application System carried out by any person other than Collier Pickard or the Third Party Vendor, including work carried out using the system’s own no-code or low-code tools, and including work carried out by the Client’s own Personnel, its contractors, or any other supplier acting on its behalf.

”CP Work” means configuration, customisation, extension or development of the Business Application System carried out by Collier Pickard, including any Base Package supplied by it.

”Named User” means an individual whom the Client has identified to Collier Pickard in writing as a licensed user of the Business Application System, and in respect of whom support is provided under the Plan.

”Out-of-the-Box Functionality” means the standard, unmodified functionality of the Business Application System as supplied by the Third Party Vendor.

”Plan” means the Collier Pickard Success Plan purchased under the Order.

”Plan Fees” means the fees payable for the Plan, excluding any charge for work falling outside it.

”Priority” means the Severity Level assigned to a Ticket under clause 4, classified in accordance with Schedule 3 to the General Terms.

”Response” has the meaning given in clause 4.3.

”Supported Environment” means the production and pre-production environments of the Business Application System, as identified in the Order or otherwise agreed in writing.

”Support Hours” means 09:00 to 17:30 UK local time, Monday to Friday, excluding public holidays in England.

”Ticket” means a support request logged by Collier Pickard in its support system following a valid request under clause 5.

”Working Hour” means an hour falling within Support Hours.

1.5 The Plan combines two categories of service: Proactive Services, being ongoing health checks, audits, advice and account management designed to keep the Business Application System performing well (clause 2); and Remedial Services, being technical support to diagnose and resolve problems when they arise (clauses 3 to 6).

2. Proactive Services

2.1 Health checks and system audits. Collier Pickard shall carry out regular health checks and audits of the Business Application System, subject to the Client's security policies and to Collier Pickard being granted the access required, and shall provide performance advice where relevant.

2.2 Liaison with Third Party Vendors. Collier Pickard shall liaise with Third Party Vendors as reasonably required in order to give the Client the best available technical guidance.

2.3 Account management reviews. Collier Pickard shall hold regular account management reviews with the Client, providing strategic advice and guidance wherever possible.

2.4 Coverage of environments. Collier Pickard shall provide the Proactive Services across the Supported Environments, as appropriate to each.

2.5 Frequency. Unless the Order states otherwise, Collier Pickard shall agree the frequency and scheduling of health checks, audits and account reviews with the Client at the start of the Plan term and shall use reasonable endeavours to keep to that schedule.

2.6 Third party updates and service releases are excluded. The Plan does not include implementing updates, patches or service releases issued by a Third Party Vendor. Collier Pickard can carry out this work by prior written agreement, and doing so may incur charges from Collier Pickard, from the Third Party Vendor, or from both. Collier Pickard shall confirm any such charges to the Client before the work begins.

3. Remedial Services: what support covers

3.1 The supported system. The Plan covers technical support in respect of the Business Application System identified in the Order that Collier Pickard has built, configured or implemented, however the license or subscription for that system was procured. It is immaterial whether the license was purchased through Collier Pickard, directly from the Third Party Vendor, or through another reseller or partner.

3.2 A valid license is required. Collier Pickard is not obliged to support a Business Application System, or a user of it, where the relevant license or subscription is not valid, including where it has lapsed, been suspended, or been exceeded in terms of user numbers. This is a consequence of the Client's arrangements with the Third Party Vendor and not a restriction imposed by Collier Pickard.

3.3 Named Users. Support is provided in respect of the Named Users the Client has identified to Collier Pickard in writing, and up to the number of licenses the Client holds. Collier Pickard may decline a support request that relates to an individual who is not on the Named User list it currently holds.

3.4 Changing Named Users. The Client may change its Named Users at any time by notifying its Collier Pickard account manager or emailing support@collierpickard.co.uk. Collier Pickard shall update the list on receipt. Until it has been notified and has updated the list, support is provided on

the basis of the most recent list it holds, and Collier Pickard is not responsible for any delay caused by a support request relating to an individual who is not on that list.

3.5 What is supported within the system. Support under the Plan covers (a) Out-of-the-Box Functionality and (b) CP Work.

3.6 Citizen Development. Citizen Development is not supported under the Plan unless Collier Pickard has confirmed in writing that the specific item is supported. Where Collier Pickard has not given that written confirmation:

3.6.1 it is not obliged to investigate, diagnose, maintain, fix or otherwise support it;

3.6.2 it may decline or close a Ticket that relates to it; and

3.6.3 if the Client asks Collier Pickard to investigate or remedy it in any event, Collier Pickard may treat that work as falling outside the Plan and will quote for it separately before starting.

3.7 Problems caused by unsupported work. Where a problem affecting Out-of-the-Box Functionality or CP Work is caused, or created, by Citizen Development that Collier Pickard has not confirmed in writing as supported, Collier Pickard shall tell the Client and may treat the resulting work as falling outside the Plan under clause 3.6.3.

3.8 Bringing work into scope. If the Client would like Citizen Development to be covered by the Plan, it may contact its account manager or email support@collierpickard.co.uk. Collier Pickard shall review the work and confirm in writing whether, and on what basis, it can be supported. Collier Pickard is under no obligation to agree, and additional charges may apply. Only a written confirmation from Collier Pickard brings work into scope; support previously provided on a goodwill basis does not.

3.9 Support Hours. Technical support is available during Support Hours only.

3.10 Order of handling. Collier Pickard handles support requests on a first come, first served basis within each Priority level, and prioritises across Tickets according to the Priority assigned under clause 4.

4. Priority, service levels and Response

4.1 Collier Pickard assigns a Priority to each Ticket in accordance with Schedule 3 to the General Terms, having reasonable regard to the Client's own assessment of impact. Collier Pickard may re-assign the Priority of a Ticket if the impact of the problem changes, or if the information provided shows the original assessment was inaccurate, and shall tell the Client if it does so and why.

4.2 The target Initial Response times for each Priority are those stated in Schedule 3 to the General Terms: one Working Hour for Priority 1, two Working Hours for Priority 2, four Working Hours for Priority 3 and eight Working Hours for Priority 4. These are targets, not guarantees. Collier Pickard shall use its reasonable endeavours to provide a Response within them.

4.3 Meaning of “Response”. A “Response” means substantive contact from a Collier Pickard first line support engineer to an Authorised Representative, following that engineer having (a) reviewed the reported problem and conducted initial diagnostics, (b) resolved the problem or, where it cannot be resolved at first line, triaged the case and assigned it a Priority for escalation, and (c) communicated the outcome of those initial diagnostics and the next steps, including any further information or access required from the Client. An automated acknowledgement of Ticket receipt does not, by itself, constitute a Response.

4.4 When the clock starts. The Initial Response time is measured from the point at which a valid support request is received by one of the methods set out in clause 5, during Support Hours. Where a request is received outside Support Hours, the Initial Response time begins at the start of the next Working Hour.

4.5 Resolution times. Collier Pickard cannot guarantee resolution times, because resolution depends on factors outside its control, including how promptly the Client replies to requests for information or access, the response times of Third Party Vendors and any other relevant third party, and how long a Third Party Vendor takes to release an update that resolves the problem.

4.6 The targets are Collier Pickard’s own commitment. They are not underwritten by any Third Party Vendor, and no Third Party Vendor owes Collier Pickard a corresponding service level. Clause 9.2 of the General Terms applies.

4.7 Workarounds. Where the Client has to wait for a new release from a Third Party Vendor to fix a problem, Collier Pickard shall endeavour to provide a workaround wherever possible.

4.8 Where Collier Pickard is prevented from meeting a service level. Collier Pickard is not in breach of these Conditions, and any affected Initial Response time is suspended, to the extent that it is delayed or prevented from performing by a failure by the Client to meet an obligation under clause 7, a lack of the access it needs, an act or omission of a Third Party Vendor, or an event to which clause 20 of the General Terms applies.

4.9 Failure to meet a target response time is not, of itself, a breach of these Conditions.

5. Contacting support and escalation

5.1 The support procedure begins when an Authorised Representative submits a request to the Collier Pickard support team, and Collier Pickard then creates a Ticket.

5.2 A support request must be submitted by one of the following methods only: by email to support@collierpickard.co.uk, or by telephone to +44 1959 560 415. Collier Pickard is unable to honour the service levels in clause 4 for requests submitted by any other method, including requests sent to individual members of its Personnel directly.

5.3 Once a Ticket is logged, Collier Pickard shall provide the Client with the Ticket number, which the Client should quote in all further communication about that Ticket.

5.4 Collier Pickard operates the following escalation procedure.

Support tier	What happens
First line	Every support incident starts here. A Ticket is created and the problem is logged and clearly documented. Initial diagnostics and basic troubleshooting are carried out, and in many cases the issue is resolved at this stage.
Second line	Incidents that first line cannot resolve are escalated to second line, where more complex cases are handled by more senior and experienced members of Collier Pickard's Personnel.
Third line	Incidents that second line cannot resolve are escalated to the relevant Third Party Vendor.

5.5 Depending on the complexity and Priority of the problem, a Ticket may not be resolved on first contact and may take several working days. To resolve a problem faster, Collier Pickard may need to replicate it on a test system and may need to collaborate with the Third Party Vendor to carry out further diagnosis, and the Client shall provide reasonable cooperation and access where this is required.

5.6 Resolution time can be reduced significantly where, in reporting a problem, the Client provides an accurate description with step by step instructions to reproduce it, the number of users affected, screenshots of any error messages, a description using commonly accepted software terminology, and a prompt response to any request for additional information.

6. Exclusions

6.1 The following are not included in the Plan's technical support: training; consultancy; customisation; development and integration to other systems; product administration; and the creation of dashboards and printables.

6.2 The following are also not covered by the Plan:

6.2.1 any work that needs to be carried out on site, which will be quoted and charged at Collier Pickard's standard rates; and

6.2.2 Citizen Development, unless Collier Pickard has confirmed in writing that it is supported under clauses 3.6 to 3.8.

6.3 The items in clauses 6.1 and 6.2 are not unavailable. They are simply not included in the Plan Fees, and Collier Pickard will quote for any of them on request, under the Collier Pickard Implementation Services Conditions or the Collier Pickard Consultancy Services Conditions as applicable.

7. Client responsibilities

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

7.1.1 respond promptly to any request by Collier Pickard for further information, or for access to systems, environments or people, relating to a support issue or to the Proactive Services;

7.1.2 keep Collier Pickard informed in writing of who its Authorised Representatives are, and notify it promptly when that list changes;

7.1.3 provide and keep current its list of Named Users in accordance with clause 3.4;

7.1.4 maintain valid licences or subscriptions for the Business Application System throughout the Plan term, and not permit use by more users than it is licensed for; and

7.1.5 remain responsible for the backup and integrity of its own data, in accordance with clause 6.4 of the General Terms.

7.2 Payment and suspension. The Client shall pay Collier Pickard's invoices in accordance with clause 7 of the General Terms. Where an invoice is overdue, clause 7.5 of the General Terms applies and Collier Pickard may suspend the Plan until payment is received, after giving notice. Collier Pickard is not responsible for any failure to meet a service level during a period of suspension.

8. Rules of engagement

8.1 The Plan is a mutually beneficial, two-way cooperative effort. Both parties shall maintain standards of conduct and diplomacy in all interactions, shall treat each other with respect and courtesy, and shall remain professional at all times. Hostile communications, insulting behaviour, profane language and rude comments are not acceptable.

8.2 Where this clause is breached, the party affected may raise the matter with the other party's management, and Collier Pickard may decline to continue a particular interaction until the behaviour stops.

9. Third Party Vendors

9.1 Collier Pickard is not the provider of the Business Application System or of any infrastructure on which it runs, and does not control the Third Party Vendors. Clause 9 of the General Terms applies in full, and Collier Pickard is not responsible for the acts, omissions, service levels, product defects, release schedules or pricing of any Third Party Vendor.

9.2 Collier Pickard shall nevertheless use reasonable endeavours to progress matters with a Third Party Vendor on the Client's behalf under clauses 2.2 and 5.4.

10. Term, renewal and termination

10.1 The Plan takes effect on the date stated in the Order and continues for the initial term stated in the Order. Unless terminated in accordance with this clause 10, it renews automatically for successive periods of twelve (12) months.

10.2 Either party may terminate the Plan with effect from the end of the initial term, or from the end of any renewal period, by giving not less than ninety (90) days' written notice expiring at the end of that term or period.

10.3 The Plan Fees, the initial term, the invoicing frequency and the basis of pricing are stated in the Order. Clause 7.6 of the General Terms applies to any increase in the Plan Fees at renewal, and clause 7.10 of the General Terms applies to any pass-through of a Third Party Vendor's increase.

10.4 On termination or expiry of the Plan, Collier Pickard ceases to provide the Proactive Services and the Remedial Services. The Client's licenses to use any Deliverable and any Base Package are unaffected, and clause 23 of the General Terms applies.

11. Liability

11.1 Clause 17 of the General Terms applies to the Plan, subject to this clause 11.

11.2 This clause 11.2 applies in place of clause 17.3 of the General Terms in respect of the Plan. Subject to clauses 17.1 and 17.2 of the General Terms, Collier Pickard's total aggregate liability arising out of or in connection with the Plan, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the Plan Fees paid by the Client in the twelve (12) months preceding the first event giving rise to liability.

11.3 The Client acknowledges that the limit in clause 11.2 is reasonable having regard to the level of the Plan Fees relative to the value of the Business Application System, to the fact that the response times in clause 4 are targets rather than guarantees, to the absence of any corresponding service level owed to Collier Pickard by any Third Party Vendor, and to the Client's own responsibility for the backup and integrity of its data.

11.4 Clause 11.2 does not apply to liability arising from work carried out under the Collier Pickard Implementation Services Conditions or the Collier Pickard Consultancy Services Conditions, to which clause 17.3 of the General Terms applies.