

Schedule 5 - Professional Services and Consulting Terms

Version: Standard Website Terms

1. Application and Scope

1.1 This Schedule applies where the Company provides consultancy, audits, project work, migration services, installation, training, implementation, integration, data analytics work, Power BI, Power Automate, Power Apps, custom telephony integration, automation, website work, SEO, paid search, digital campaign management or similar Professional Services.

2. Statements of Work and Assumptions

2.1 Professional Services shall be provided in accordance with the applicable Statement of Work, proposal or Order Form.

2.2 All Professional Services are subject to the assumptions, dependencies, exclusions and Customer responsibilities stated in the relevant Statement of Work. If any assumption proves incorrect, the Company may revise the scope, timetable and Charges.

2.3 Milestones, project plans, target dates and resource estimates are planning tools only unless expressly stated to be binding.

3. Charging Models

3.1 Professional Services may be supplied on a fixed fee, capped fee, time and materials, retained days or other charging basis stated in the Order Form. Unless otherwise stated in the Order Form, fixed-fee project work shall be invoiced fifty per cent in advance on order and the balance on or before go-live, delivery or completion, with interim milestone invoices where applicable.

3.2 Where services are supplied on a time and materials basis, all time spent by the Company in performing the Services, including preparation, project management, liaison, troubleshooting, documentation, testing, travel, accommodation, waiting time, third-party co-ordination and remediation, shall be chargeable.

3.3 Expenses, third-party software, cloud costs, testing services, data migration utilities, advertising spend, media spend and other third-party inputs are chargeable in addition unless expressly stated otherwise.

3.4 Work performed outside normal business hours, urgent work, weekend work, bank holiday work and travel or accommodation required for attendance at non-local sites shall be chargeable in addition at the Company's then-current rates.

4. Changes, Delays and Re-Planning

4.1 Any change to scope, deliverables, dependencies, assumptions, timetable, site readiness, data quality, integration requirement, security requirement or acceptance criteria may result in additional Charges and timeline adjustment.

4.2 If the Customer delays the project, fails to attend workshops, fails to provide access, changes requirements, pauses the project or misses agreed deadlines, the Company may reallocate resource and replan the project. Any remobilisation, re-booking or re-planning shall be chargeable.

4.3 Booked consultancy time cancelled by the Customer on less than five Business Days' notice may be charged in full.

4.4 The Company gives no warranty or guarantee in relation to search engine rankings, website traffic, lead volumes, conversion rates, ad platform performance, approval by any ad platform, campaign profitability, user adoption or business outcomes unless expressly stated in the Order Form.

5. Acceptance and Use

5.1 Where Deliverables are subject to acceptance, the Customer shall review them promptly and shall notify the Company in writing of any material non-conformance within five Business Days of delivery.

5.2 If the Customer fails to notify material non-conformance within that period, or puts the Deliverables into live use, the Deliverables shall be deemed accepted.

5.3 Minor defects, cosmetic issues or non-material omissions shall not entitle the Customer to reject Deliverables.

5.4 A website, landing page, automation, dashboard, report, integration or campaign shall in any event be deemed accepted once it is put into production, published, connected to live data, used in business operations or used to serve live traffic or marketing activity.

6. Intellectual Property in Deliverables

6.1 Unless the Order Form expressly provides for assignment, all Intellectual Property Rights in Deliverables shall remain vested in the Company.

6.2 Subject to payment in full of all Charges, the Company grants the Customer a non-exclusive, perpetual, non-transferable, non-sublicensable licence to use the Deliverables internally for its own business purposes.

6.3 The Company may reuse any general know-how, techniques, ideas, processes, scripts, connectors, templates and methodologies developed or used in the course of providing Professional Services.