



PILOT WORKS

General terms

6 May 2024

1. Parties

- 1.1. This agreement is between Pilot Works Ltd, a company registered in England and Wales under number 10316451, trading as “Pilot Works”, and the organisation or person specified on the order summary accompanying this document.

2. Definitions

2.1. Work

The Work is a specific set of activities (carried out by Pilot Works for a fee) with a tangible outcome as defined in the order summary.

2.2. Feedback Period

The Feedback Period is the amount of staff time available to make small changes and amendments to the Work after we believe it is complete.

2.3. Required Materials

Required Materials are things that Pilot Works needs in order to complete the Work or part of it, including but not limited to images, text content, licences, consents, or clear instructions.

3. Proposal

- 3.1. Before starting the Work, Pilot Works will provide a proposal.
- 3.2. The proposal will contain:
 - 3.2.1. A description of the Work;
 - 3.2.2. An indication of when the Work will begin and end;
 - 3.2.3. An estimate of how much staff time the Work will require;
 - 3.2.4. Our fees;
 - 3.2.5. Any other information that we have agreed must be recorded and agreed prior to the commencement of the Work.

- 3.3. If you accept our proposal, Pilot Works will provide an order summary detailing:
 - 3.3.1. A list of the activities you have told us you would like us to undertake, and the associated costs.
 - 3.3.2. The start and end dates that you have told us you would like to book immediately;
 - 3.3.3. Contact details for members of Pilot Works's staff who you may need to contact, including an escalation contact.
- 3.4. Upon your acceptance of an order summary, the specified project dates will be booked into our schedule.
- 3.5. You may cancel project work which has been booked by giving at least 10 working days notice in writing.
- 3.6. If you cancel work which has been booked without giving at least 10 working days notice in writing, a cancellation fee will immediately become payable. The cancellation fee is 50% of the cost of the work that has been booked.

4. The Work

- 4.1. Pilot Works will complete the Work as described in the proposal.
- 4.2. At any time, you may request that some aspect of the Work be changed. Pilot Works will make reasonable efforts to comply with that request.
- 4.3. If the Work changes, Pilot Works may charge additional fees. We will agree any such fees with you before proceeding further with the Work.
- 4.4. When we believe the Work has been completed, we will show you the Work, and ask for your feedback.
- 4.5. If you send us feedback, we will (at no extra charge) spend more time on the Work, up to a maximum of 15% of the staff time estimated in the proposal for this element of the Work.
- 4.6. If you require further changes after this time has been spent, Pilot Works will provide a proposal for a new piece of Work.

5. Required Materials

- 5.1. In order to complete the Work, there will occasionally be Required Materials that you must provide.
- 5.2. You must provide Required Materials as soon as is reasonably practical.
- 5.3. If Pilot Works does not have the Required Materials promptly, we may not be able to complete the Work within the deadlines specified in the proposal.

6. Your premises

- 6.1. In order to complete the Work, we may require access to your premises, office

accommodation and other facilities. This will be specified in the order summary.

7. Your staff

- 7.1. In order to complete the Work, Pilot Works may require access to your staff and suppliers. This will be specified in the order summary.
- 7.2. You will ensure that your staff (and those from any third parties) are available to provide assistance as reasonably required by Pilot Works.
- 7.3. You will ensure that Pilot Works is given reasonable access to senior management.
- 7.4. If Pilot Works does not have the required access to your staff, suppliers or senior management, or they fail to perform as required, we may not be able to complete the Work within the deadlines specified in the proposal.

8. Our staff

- 8.1. Pilot Works may replace its personnel assigned to you from time to time.
- 8.2. Pilot Works will provide reasonable notice and justification for changes.

9. Subcontracting

- 9.1. At Pilot Works's sole discretion, contractors may be used in place of Pilot Works employees in order to complete some or all of the Work.
- 9.2. Pilot Works will not outsource the Work without your prior agreement, which must not be unreasonably withheld or delayed.

10. Quality

- 10.1. Pilot Works will deliver the Work to a professional standard.
- 10.2. Pilot Works is insured against professional negligence to a value of £1,000,000 (the "insured sum"). We would be willing to negotiate an increase in the insured sum on condition that we were able to pass on any corresponding increase in the premium.

11. Limitation of liability

- 11.1. Pilot Works cannot guarantee perfect reliability.
- 11.2. Pilot Works will deliver Work that is as robust and reliable as is reasonably practical.
- 11.3. Pilot Works will not be liable for any loss of profits or reputation that you suffer, directly or indirectly, as a consequence of the Work.
- 11.4. You agree that it is your responsibility to ensure that you put in place measures that make you able to operate in the event of any such failure. Pilot Works can work with you to design or implement such measures at your request for an agreed fee.

- 11.5. Nothing in this agreement should be read as excluding our liability for death or personal injury caused by our negligence.
- 11.6. In any event, Pilot Works's total liability under this agreement is limited to the lesser of:
 - 11.6.1. The fee for the Work.
 - 11.6.2. The insured sum.

12. Confidentiality

- 12.1. At Pilot Works we believe that it is best to be open.
- 12.2. Pilot Works will generally not keep the details of the Work confidential, including but not limited to:
 - 12.2.1. The fact that Pilot Works has a commercial relationship with you;
 - 12.2.2. The nature and goals of the Work;
 - 12.2.3. The Work's likely completion date(s);
 - 12.2.4. The fee for the Work.
- 12.3. However, Pilot Works do regard the following as confidential:
 - 12.3.1. The specific content of documents or copy that will be published on any of your websites that is not yet publicly available, most especially the content of forthcoming strategy or policy announcements;
 - 12.3.2. Personal data Pilot Works acquires during the course of the Work;
 - 12.3.3. The content or existence of any document you send to us that is protectively marked.
- 12.4. If you have additional confidentiality requirements, you must tell us in writing as soon as is reasonably practical.

13. Intellectual property

- 13.1. Intellectual property in the Work that is created by us shall belong to Pilot Works.
- 13.2. We grant you a perpetual, irrevocable, non-exclusive, royalty-free licence to use the Work in any manner you see fit.
- 13.3. The Work may contain intellectual property owned by third parties. We will take all reasonable steps to ensure that any such intellectual property is licensed in such a way that you are able to make use of the Work as you see fit.
- 13.4. Pilot Works may place links or representative screenshots of the Work along with your name or logos on a Pilot Works website or within other promotional material. To the extent that these materials are owned by you, you agree to grant us a perpetual, irrevocable, non-exclusive, royalty-free licence that authorises this use.

14. Payments

- 14.1. Pilot Works will issue invoices for the Work on completion, or at intervals as described in the order summary.
- 14.2. Invoices are payable within 14 days.
- 14.3. Pilot Works may charge interest on overdue invoices at 5% over the Barclay's Bank base rate.
- 14.4. You shall make payment by BACS transfer or (if agreed in advance with Pilot Works) credit or debit card. Pilot Works does not accept cheques.
- 14.5. Credit and debit card payments are subject to a 2.5% fee.
- 14.6. VAT (where applicable) is payable on, and in addition to, all sums due under this agreement.
- 14.7. Pilot Works issues invoices by email. If you require a paper invoice to be issued, Pilot Works may charge an additional fee.

15. Circumstances beyond our control

- 15.1. Pilot Works will not be liable for any failure caused by industrial action or other circumstances beyond our reasonable control.

16. Changes to these terms

- 16.1. Pilot Works may vary these terms at any time upon giving you prior written notice.
- 16.2. If any proposed change in these terms puts you at a material disadvantage you may send us a written objection, in which case, the change will not be binding on you.
- 16.3. Any such written objection must be sent within 14 days of the the notice Pilot Works sends you.
- 16.4. This clause does not apply if it would violate the terms of a framework agreement of which this agreement forms a part.

17. Proper law

- 17.1. This agreement is governed by English law and the parties agree that any disputes arising from the agreement will be subject to the exclusive jurisdiction of the courts of England and Wales.

18. Email

- 18.1. Any reference to "in writing" includes email and excludes fax transmissions.

19. Headings

- 19.1. The section headings contained in this agreement are for reference only and shall not

in any way affect the meaning or interpretation of this agreement.

20. Whole agreement

- 20.1. With the exception of any framework agreement of which this agreement forms a part, this agreement and the proposal that accompanies it constitute the entire agreement between us with respect to the Work, and replaces any prior oral or written agreement which may exist.

21. Termination

- 21.1. Either party may terminate this contract at any time by giving us 30 days' notice in writing.
- 21.2. Pilot Works may terminate this contract without notice if you are in material breach.
- 21.3. At the end of this contract, Pilot Works will issue a final invoice for any services delivered up to the date of termination, which you shall pay.