



Terms and Conditions

Otagem Products

January 2026

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1. TERMS AND CONDITIONS

1.1. Application and entire agreement

1. These Terms and Conditions apply to the provision of the services detailed in our quotation or order form (the **Services**) by **Otagem Consulting Limited**, a company registered in Northern Ireland under number NI626170 whose registered office is at 45 Glen Road, Belfast, Co. Antrim, BT11 8BB (**we, us or our**) to the person, organisation or contracting authority purchasing the Services (**you or the Customer**).
2. You are deemed to have accepted these Terms and Conditions upon acceptance of our quotation or upon commencement of the Services, whichever occurs first. These Terms and Conditions, together with the quotation or order form, constitute the entire agreement between the parties (the **Contract**).
3. Each party acknowledges that it has not relied on any statement, promise, representation or assurance not expressly set out in the Contract.

1.2. Interpretation

4. A **Business Day** means any day other than a Saturday, Sunday or public holiday in England and Wales.
5. Headings are for convenience only and do not affect interpretation.
6. Words imparting the singular number shall include the plural and vice-versa.

1.3. Services

7. We shall perform the Services with reasonable care and skill in accordance with generally accepted industry standards and in all material respects in line with the agreed specification or quotation.
8. We may make changes to the Services where required to comply with applicable law or regulatory requirements and shall notify you where reasonably practicable.
9. Timescales are estimates only unless expressly stated otherwise. Time shall not be of the essence.

1.4. Products

10. **Products** means Otagem-developed software solutions, built using Microsoft Power Platform and deployed into the Customer's Microsoft 365 tenant.
11. Otagem Index means Otagem's SharePoint Site indexing solution for Microsoft 365 SharePoint.
12. Otagem TimeTrack means Otagem's time recording and activity tracking solution built using Microsoft Power Platform.

1.5. Customer obligations

13. You shall:
 - a. Provide timely access to all information, systems, materials and personnel reasonably required for delivery of the Services
 - b. Obtain all necessary permissions, licences and consents
 - c. Ensure information supplied is accurate and complete
14. We shall not be liable for delays or failures caused by your failure to meet these obligations.

1.6. Fees and Expenses

15. In addition to Fees, you shall reimburse reasonable and properly incurred expenses, including travel, accommodation, subsistence and third-party costs, where agreed in advance.
16. Fees are exclusive of VAT and any other applicable taxes.

1.7. Payment

- 17. We shall invoice upon completion of the Services or in accordance with the agreed invoicing schedule.
- 18. Payment terms are **30 days from invoice date**.
- 19. Late payments may accrue interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 20. All payments shall be made in Pounds Sterling unless otherwise agreed.
- 21. Fees are charged on a time and materials basis unless otherwise stated and are set out in the quotation.

1.8. Changes and Cancellation

- 22. Either party may request changes to the Services. Any change affecting scope, cost or timeline must be agreed in writing.
- 23. You may terminate the Contract for convenience on **30 days' written notice**. You shall pay for Services properly performed up to the termination date.

1.9. Sub-Contracting and assignment

- 24. We may subcontract elements of the Services provided that we remain fully responsible for the acts and omissions of our subcontractors.
- 25. We shall notify you of any material subcontracting arrangements relevant to delivery of the Services.
- 26. Neither party may assign the Contract without the other party's prior written consent, not to be unreasonably withheld.

1.10. Data Protection

- 27. Each party shall comply with all applicable data protection legislation, including the UK GDPR and the Data Protection Act 2018.
- 28. Where Otagem Consulting processes personal data on behalf of the Customer, it shall:
 - a. Act only on documented instructions
 - b. Implement appropriate technical and organisational security measures
 - c. Not transfer personal data outside the UK without lawful safeguards
 - d. Assist the Customer with data subject requests and personal data breaches where reasonably required

1.11. Intellectual Property

- 29. All intellectual property rights in pre-existing materials, methodologies, tools and know-how (**Background IP**) remain vested in Otagem Consulting.
- 30. Subject to payment of Fees, the Customer is granted a **perpetual, royalty-free, non-exclusive licence** to use any deliverables created specifically for the Services for its internal business purposes.

1.12. Product Data

- 31. All data processed or generated by the Product remains the property of the Customer.
- 32. Upon termination, the Customer may uninstall or remove the Product from its Microsoft 365 tenant at any time. Otagem shall have no ongoing access to Customer data following termination.

1.13. Product Licence

- 33. Subject to payment of applicable Fees, Otagem grants the Customer a non-exclusive, non-transferable licence to use the Product within the Customer's Microsoft 365 tenant for its internal business purposes.
- 34. The Product is not provided as a hosted service and remains deployed and operated within the Customer's own environment.

1.14. Product Support and Enhancements

35. Unless otherwise agreed in writing, Product support is provided on a reasonable endeavours basis during normal UK business hours and is limited to defect investigation and remediation within the Product.
36. Enhancements, new features, or changes to Product functionality are not included unless separately agreed and may be subject to additional fees.
37. Otagem is under no obligation to develop new features or enhancements unless separately agreed in writing.

1.15. Third Party Platforms

38. Products are built on third-party platforms including Microsoft 365 and Microsoft Power Platform. Otagem is not responsible for the availability, performance, or licensing of these platforms, which remain subject to the relevant third-party terms and service commitments.
39. Changes to Microsoft 365 or Power Platform functionality may impact Product behaviour. Otagem shall use reasonable endeavours to maintain compatibility but does not warrant uninterrupted operation where third-party changes occur.

1.16. Product Warranty

40. Products are provided on an "as is" basis and are warranted only to operate materially in accordance with the agreed specification at the time of delivery.

1.17. Confidentiality

41. Each party shall keep confidential all information disclosed in connection with the Contract that is marked or reasonably understood to be confidential, except where disclosure is required by law.

1.18. Freedom of Information

42. The Customer is subject to the Freedom of Information Act 2000 and Environmental Information Regulations 2004.
43. Otagem Consulting shall provide reasonable assistance to enable the Customer to comply with its statutory disclosure obligations.

1.19. Liability

44. Nothing in this Contract limits liability for:
- a. Death or personal injury caused by negligence
 - b. Fraud or fraudulent misrepresentation
 - c. Any other liability that cannot lawfully be excluded
45. Subject to the above, our total aggregate liability shall not exceed **the greater of £1,000,000 or 100% of the total Fees payable under the Contract.**
46. We shall not be liable for:
- a. Indirect or consequential loss
 - b. Loss of profits, revenue, business or goodwill
 - c. Loss of data or business interruption

1.20. Force Majeure

47. Neither party shall be liable for failure or delay caused by events beyond its reasonable control, including acts of God, war, terrorism, industrial disputes or failure of utilities or networks.
48. If such events continue for more than 90 days, either party may terminate the Contract.

1.21. Notices

49. Notices shall be in writing and deemed received when delivered by hand, email (with receipt), or five Business Days after posting.

1.22. Severance

50. If any provision is found unenforceable, the remaining provisions shall remain in full force and effect.

1.23. Governing Law and Jurisdiction

51. This Contract is governed by the law of **England and Wales**, and the courts of England and Wales shall have exclusive jurisdiction.

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