



Clarity drives
success

Terms and Conditions

Microsoft AI Business
Applications Consulting
and Implementation

Last updated: January 2026

© Flici Insights Ltd, 2026

Microsoft Partner

1. Introduction

These Terms and Conditions ("Agreement") govern the provision of Microsoft Business Applications consulting, implementation and related professional services ("Services") by **Flici Insights Ltd**, a company registered in the United Kingdom ("Supplier"), to the client ("Customer"). By engaging the Supplier, the Customer agrees to the terms of this Agreement.

2. Definitions

"Services" – Transformation, implementation, configuration, advisory, integration, data migration, training, post-go-live support, and adoption delivered by the Supplier relating to Microsoft Dynamics 365 CRM.

"Customer Tenant" – The Microsoft 365 / Azure tenant owned and administered by the Customer.

"Confidential Information" – Any non-public, proprietary, or sensitive information disclosed between the parties.

"Normal Business Hours" – 09:00–17:30 UK time, Monday to Friday, excluding UK public holidays.

3. Scope of Services

3.1 The Supplier will deliver the Services as described in the relevant Statement of Work ("SOW"), proposal, or order form.

3.2 Services may include:

- Transformation roadmap, including vision, value and scope
- Discovery and requirements clarification
- Solution design and fit-to-standard configuration
- Data migration and integration
- Testing and deployment activities
- User training and hypercare
- Adoption and modern product management practices

3.3 The Supplier does not provide or resell Microsoft licences. These remain governed by Microsoft's own agreements.

4. Customer Responsibilities

4.1 Provide timely access to environments, data, subject matter experts, and other resources necessary for delivery.

4.2 Ensure all users hold appropriate Microsoft licences.

4.3 Attend scheduled workshops, complete acceptance testing, and provide deliverable sign-off within agreed timelines.

4.4 Maintain full ownership of Customer data. The Supplier does not store Customer data outside the Customer Tenant unless explicitly instructed.

5. Supplier Responsibilities

5.1 The Supplier will perform the Services with reasonable skill and care, in line with generally accepted professional standards.

5.2 The Supplier may use subcontractors and remains responsible for their acts and omissions.

5.3 The Supplier maintains proportionate administrative, technical, and organisational security measures aligned with Microsoft cloud security guidance.

6. Fees and Payment

6.1 Fees are set out in the applicable SOW.

6.2 Invoices are issued monthly in arrears unless otherwise stated in the SOW and are payable within **14 days**.

6.3 The Supplier may charge **statutory interest and reasonable recovery costs** under the Late Payment of Commercial Debts (Interest) Act 1998 for overdue invoices.

6.4 All fees exclude VAT.

7. Change Control

7.1 Any changes to the scope, timeline, or deliverables must be agreed upon a formal Change Request.

7.2 The Supplier will assess the impact on cost, schedule, and risk before commencing additional work.

8. Intellectual Property

8.1 Customer retains ownership of all Customer data and materials.

8.2 Supplier retains ownership of its methodologies, templates, and accelerators.

8.3 Custom configurations delivered into the Customer Tenant become the Customer's property upon full payment.

9. Data Protection

9.1 Each party will comply with the UK GDPR and the Data Protection Act 2018.

9.2 Where the Supplier processes personal data on the Customer's behalf, the parties will enter into a **Data Processing Addendum (DPA)** incorporating Article 28 UK GDPR requirements.

9.3 The Supplier primarily processes Customer data within the Customer Tenant and does not transfer Customer data externally unless instructed.

10. Confidentiality

10.1 Each party agrees to protect Confidential Information and to use it solely for the purposes of this Agreement.

10.2 Confidential Information excludes information that:

- is publicly available;
- was lawfully known to the recipient before disclosure;
- is independently developed; or

- must be disclosed by law or regulation.

10.3 Confidential Information may be shared with professional advisers subject to confidentiality obligations.

11. Warranties

11.1 The Supplier warrants that Services will be delivered with reasonable skill and care.

11.2 The Supplier does not control Microsoft cloud platform availability or performance. Microsoft's own SLAs and Product Terms apply.

12. Limitation of Liability

12.1 Subject to clause 12.2, the Supplier's total aggregate liability shall not exceed the total fees paid or payable in the **12 months** prior to the claim.

12.2 Nothing in this Agreement limits liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation; or
- any other liability that cannot be limited by law.

12.3 The Supplier is not liable for any indirect or consequential loss, including loss of profits or revenue.

13. Term and Termination

13.1 This Agreement begins when the Customer accepts an SOW.

13.2 Either party may terminate with 30 days' written notice.

13.3 Either party may terminate immediately for a material breach not remedied within 14 days.

13.4 Upon termination:

- Supplier access to Customer systems shall be revoked;
- The Supplier will provide a reasonable handover;
- The Customer retains all data and configurations.

14. Force Majeure

Neither party is liable for delays or failures caused by events beyond their reasonable control, such as pandemics, internet or utility outages, strikes, or government action. If the event continues for more than 60 days, either party may terminate on 14 days' notice.

15. Third-Party Rights

No person who is not a party to this Agreement has any rights under the Contracts (Rights of Third Parties) Act 1999.

16. Notices

Notices may be delivered by email to the addresses specified in the SOW and are deemed received on the next Business Day.

17. Order of Precedence

If there is any conflict between this Agreement and an SOW:

- The SOW prevails for scope, deliverables, timelines, and fees.
- This Agreement prevails for legal and general terms.

18. Governing Law

This Agreement is governed by the laws of **England and Wales**, and the parties submit to the exclusive jurisdiction of its courts.