

Pilot Agreement

A fixed-price, fixed-scope 60-day evaluation of TeamTalk, with written success criteria, a refund if **both** criterion 1 and criterion 2 are missed, and a stated price for year one.

WHAT A CONFIRMATION IS, AND WHAT IT IS NOT

The Service records that a person confirmed a notice. That is evidence of an act, not of comprehension, and it does not by itself discharge any duty under health and safety, food safety or other law. TeamTalk does not provide legal advice.

Supplier	<u>[TeamTalk Ltd]</u> , a company registered in England and Wales under number <u>[company number]</u> , whose registered office is at <u>[registered office address]</u> ("TeamTalk", "we", "us")
Customer	<u>[Customer legal name]</u> , a company registered in <u>[England and Wales]</u> under number <u>[company number]</u> , whose registered office is at <u>[registered office address]</u> ("the Customer", "you")
Date	This agreement is made on <u>[date of last signature]</u> and takes effect on that date.

1. **The pilot.** TeamTalk will give the Customer access to the TeamTalk service (the "**Service**") for a 60-day evaluation known as the "60-day proof of reach" (the "**Pilot**"), on the terms below and in Schedule 1. The Service delivers workplace notices to enrolled workers in their chosen language, records confirmations of receipt, and produces an exportable record of who was told what and when.
 - 1.1 Everything is included for the duration of the Pilot: translation into any supported language, video with captions, confirmed-receipt reporting, chase lists, exports, hazard reporting, join cards and unlimited manager accounts. Implementation and onboarding are free.
 - 1.2 The only metered item is delivery of posts by SMS, charged under clause 3.4. One-time codes for signing in are included at no charge.
2. **Scope and term.**
 - 2.1 The Pilot covers one region or division of the Customer's business, being up to **three sites** and up to **250 enrolled workers**, as identified in Schedule 1.
 - 2.2 An "**enrolled worker**" is a person with an active login who has not passed their recorded leaving date. A "**site**" is a place of work, or a team, under one manager. Head office administrators do not count towards the 250.
 - 2.3 The Pilot runs for **60 days from the Launch Date**, not from the date of this agreement. The Launch Date is the date the Customer publishes its first live post to enrolled workers, expected to be [launch date]. If it has not occurred within 30 days of signature for reasons within the Customer's control, TeamTalk may set it by written notice.
 - 2.4 To add sites or workers beyond the limits in clause 2.1 during the Pilot, the parties will agree the additional charge in writing first. Nothing is added silently.
3. **Fee, VAT and payment.**
 - 3.1 The Pilot fee is **£2,500** plus VAT, fixed for the whole Pilot regardless of the number of sites, workers, languages, posts or manager accounts used within the clause 2.1 limits.
 - 3.2 TeamTalk will invoice the fee on signature. Payment is due within [30] days of the date of invoice, by Bacs to the account stated on the invoice.
 - 3.3 All sums are exclusive of VAT, which TeamTalk will add at the prevailing rate and the Customer will pay.
 - 3.4 Delivery of posts by SMS, if the Customer chooses to use it, is charged at **8p per message** plus VAT and invoiced monthly in arrears. The Customer may set a monthly cap in Schedule 1, and TeamTalk will not exceed it without written approval.
 - 3.5 TeamTalk may charge statutory interest on late payment under the Late Payment of Commercial Debts (Interest) Act 1998, on at least 10 days' written notice.
4. **Success criteria.** The parties agree the four criteria below, measured from the reporting built into the Service and recorded before the Launch Date, so the outcome of the Pilot is a matter of fact rather than opinion.
 - 1 **Activation.** At least **70%** of enrolled workers have signed in at least once within 14 days of the Launch Date.
 - 2 **Confirmed receipt.** At least **85%** of targeted recipients confirm receipt of mandatory ("must-read") posts within 72 hours of publication, averaged across all mandatory posts published during the Pilot.
 - 3 **Publishing rhythm.** At least **two posts per site per week**, sustained across the Pilot.
 - 4 **Briefing record.** A **briefing record export** from the Service is accepted by the Customer's HSEQ lead, named in Schedule 1, as a useful record of briefing, subject to the boxed statement on page 1.
 - 4.1 Criteria 3 and 4 depend on the Customer's own activity and judgement. Criteria 1 and 2 are the criteria on which the refund in clause 6.1 turns.

4.2 **How criteria 1 and 2 are measured, and what is excluded.** Both criteria are measured from the Service's own reporting, on the figures shared with the Customer at each review. The following are excluded from the measurement, because each is within the Customer's control and not TeamTalk's:

- a. **Undeliverable numbers.** If more than **10%** of the mobile numbers the Customer supplies fail validation or are found to be undeliverable, criterion 1 is measured against the **deliverable list** rather than the list as supplied.
- b. **Sites that did not publish.** Any site at which the Customer has not published at least **two posts per week** is excluded from both criteria for the weeks in which it did not.
- c. **Incomplete launch actions.** Any site at which the launch actions in Schedule 1 are incomplete is excluded from both criteria until they are complete.
- d. **Late additions.** Workers added in the **final 14 days** of the Pilot are excluded from both criteria.
- e. **TeamTalk downtime.** Any period in which the Service is unavailable for more than four consecutive hours for reasons attributable to TeamTalk is excluded.

5. **Reviews.** The parties will hold three reviews, each attended by the Customer's named sponsor and by TeamTalk. **Day 14, activation review:** TeamTalk reports the activation figure per site against criterion 1 and names any site below 60%; remedial actions are agreed in writing. **Day 30, formal review:** a written report on all four criteria to date, with the first briefing record export walked through with the HSEQ lead. **Day 60, decision meeting:** TeamTalk presents the final measurement against all four criteria and the Customer states whether it will proceed under clause 7.

6. **Outcome: refund or conversion.**

- 6.1 **Refund.** The fee is **refunded only if both criterion 1 and criterion 2 are missed**, as measured at the day-60 meeting under clause 4.2. If both are missed, TeamTalk will refund the full £2,500 (with VAT charged on it) within **14 days** of that meeting, without the Customer having to ask and without deduction. If one of the two is met, no refund is due. This is the Customer's sole financial remedy for the Pilot failing to meet the criteria.
- 6.2 **Credit.** If the Customer signs an annual subscription **within 30 days of the end of the Pilot**, the full £2,500 is credited against the first year's fee. The credit is not available if the fee has been refunded under clause 6.1.
- 6.3 The Customer need not proceed to a subscription, and TeamTalk need not keep the clause 7 price open beyond the 30-day window.

7. **Year one price.** If the Customer proceeds, the price for the first 12-month term, held open for 30 days from the end of the Pilot, is:

Plan	[Site £180 per site per month / Company band £550 (to 250 workers), £950 (251–500), £1,600 (501–1,000), £2,600 (1,001–2,000) / Enterprise from £3,600] , covering [N] sites and up to [N] enrolled workers, with unlimited manager accounts
Year one fee	£ [x] plus VAT for the 12-month term, less the £2,500 Pilot credit, invoiced annually in advance by Bacs. Monthly billing is available at a 15% premium.
Term	12 months from the subscription start date, renewing annually unless either party gives 60 days' written notice before the end of the then-current term
Excluded	SMS delivery of posts at 8p per message; sign-in codes are included

A subscription will be documented on TeamTalk's order form and governed by TeamTalk's terms of service and the DPA at clause 9, not by this agreement.

8. **What each party will do.** TeamTalk will provision the Customer's tenant with the Customer's branding within [\[3\]](#) working days of signature; import the worker list the Customer supplies; provide two administrator training sessions of 45 minutes; supply printed join cards for each site; respond to support requests by email within one working day; and produce the written reports required by clause 5. **The Customer will** name a sponsor and an HSEQ lead in Schedule 1; supply a worker list in the format TeamTalk specifies (name, mobile number, site, preferred language) and keep it current, including leaving dates; ensure a named senior person publishes the first post; give TeamTalk reasonable access to sites and managers for launch; and use the Service in accordance with clause 10. The Customer is responsible for the accuracy of that list and for the lawfulness of the personal data it uploads, including having a lawful basis and having given workers the privacy information the law requires.

9. **Data protection.** For personal data processed through the Service the Customer is the controller and TeamTalk is the processor, each as defined in the UK GDPR. **(9.2)** The parties' data processing agreement dated [\[date\]](#) (the "DPA"), a copy of which is attached, is **incorporated into this agreement by reference** and applies to all processing under it; where this agreement and the DPA conflict on a matter of data protection, the DPA prevails. The current list of TeamTalk's sub-processors is published at [\[https://team-comms.com/sub-processors\]](https://team-comms.com/sub-processors) and maintained in accordance with the DPA.

10. **Acceptable use.** The Customer will not use the Service to send unlawful, defamatory, harassing or discriminatory content; for direct marketing to individuals; to attempt unauthorised access to the Service or another customer's tenant; or to resell or make the Service available to any third party other than its own workers and contractors on the sites in scope. TeamTalk may suspend an account used in breach of this clause and will say why, in writing, at the time.

11. **Confidentiality.** Each party will keep confidential all information disclosed by the other that is marked confidential or that a reasonable person would regard as confidential, including the Customer's worker data and commercial terms and TeamTalk's pricing, roadmap and security documentation. This does not apply to information that is or becomes public through no breach of this clause, that the receiving party already held without a duty of confidence, that is independently developed, or whose disclosure is required by law, a court or a regulator, in which case the disclosing party will, where lawful, tell the other first. This clause survives for three years after the end of the Pilot; obligations in the DPA relating to personal data are not time-limited by it.

- 12. Intellectual property.** TeamTalk owns and retains all intellectual property rights in the Service, its software, documentation, designs and branding; nothing here transfers any of them, and the Customer receives a non-exclusive, non-transferable, revocable licence to use the Service for its internal business purposes for the duration of the Pilot. The Customer owns and retains all rights in the content it publishes and the data it uploads ("**Customer Data**"), and grants TeamTalk a licence to host, process, translate, transmit and display Customer Data only so far as necessary to provide the Service and comply with the DPA. TeamTalk may use aggregated and anonymised statistics about use of the Service to operate and improve it, provided they do not identify the Customer, any site or any individual. Neither party may use the other's name, logo or trade marks in publicity without prior written consent, and the Customer may withdraw any such consent on 30 days' written notice.
- 13. Warranties and machine translation.** TeamTalk warrants that it will provide the Service with reasonable skill and care and in accordance with the security measures described in the DPA. No availability service level applies during the Pilot; TeamTalk will use reasonable endeavours to keep the Service available and will give advance notice of planned maintenance. **Translation is machine translation.** It is suitable for operational notices. It is not a substitute for professional human translation of legal, contractual or safety-critical wording where precision is required, and the Customer remains responsible for what it publishes and for discharging its own statutory duties to inform, instruct and train. Except as expressly stated, all warranties, conditions and terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 14. Limitation of liability.**
- 14.1 Nothing here limits or excludes either party's liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be limited or excluded.
- 14.2 Subject to clause 14.1, **each party's total aggregate liability arising out of or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is limited to the total fees paid or payable by the Customer under this agreement**, being £2,500 plus any SMS charges actually invoiced.
- 14.3 **Data protection super-cap.** Clause 14.2 does not apply to liability arising from a breach by TeamTalk of the DPA, or of the UK GDPR or the Data Protection Act 2018, in respect of personal data processed on the Customer's behalf. For that liability TeamTalk's total aggregate liability is instead limited to £ [cyber policy limit], being the limit of indemnity of the cyber cover TeamTalk maintains under clause 14.6. TeamTalk will evidence that limit by certificate on request. This super-cap is why the cyber cover is bought before launch day and not after.
- 14.4 Subject to clause 14.1, neither party is liable for loss of profit, revenue, business, contracts, goodwill, anticipated savings, or loss or corruption of data (other than TeamTalk's obligation to restore from backup under the DPA), or for any indirect or consequential loss, however arising.
- 14.5 The Customer's obligation to pay the fee, and TeamTalk's refund obligation under clause 6.1, are not subject to clause 14.4.
- 14.6 **Insurance.** Each party will maintain insurance appropriate to its obligations. **TeamTalk will hold, before launch day, professional indemnity of £ [1m], public liability of £ [1m] and cyber cover of £ [amount], and will provide certificates on request.**
- 15. Termination.** Either party may terminate immediately by written notice if the other commits a material breach not remedied within 14 days of a written request to remedy it, or becomes insolvent, has an administrator or receiver appointed, or ceases to trade. The Customer may terminate for convenience on 14 days' written notice, in which case the Pilot fee is not refundable except where clause 6.1 applies. On termination or expiry TeamTalk will make the Customer's data available for export for 30 days and will then delete or return it in accordance with the DPA. Clauses 3, 11, 12, 14 and 17 survive termination.
- 16. General. Notices** must be in writing and sent to the addresses in Schedule 1, by email with a delivery receipt or by first-class post; email notice takes effect on the next working day. **Entire agreement:** this agreement, the DPA and Schedule 1 are the entire agreement about the Pilot and replace anything said or written before it, and neither party has relied on any statement not set out in it, but nothing excludes liability for fraudulent misrepresentation. **Variation** is effective only in writing signed by both parties. **Assignment:** neither party may assign or subcontract without the other's written consent, not to be unreasonably withheld; TeamTalk's use of the sub-processors listed in the DPA is not a breach of this. **Third parties:** a person who is not a party has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term. **Force majeure:** neither party is liable for failure to perform caused by an event beyond its reasonable control, provided it tells the other promptly and mitigates; if the event continues for more than 30 days either party may terminate on written notice. **Anti-bribery and modern slavery:** each party will comply with the Bribery Act 2010 and take reasonable steps to ensure no slavery or human trafficking takes place in its business or supply chain, consistent with the Modern Slavery Act 2015. **Severance:** if any provision is unenforceable the rest continues in force and that provision is modified to the minimum extent necessary to make it enforceable.
- 17. Governing law and jurisdiction.** This agreement and any dispute or claim arising out of it, including non-contractual disputes or claims, is governed by **the law of England and Wales**. The parties submit to the exclusive jurisdiction of the courts of England and Wales.

Schedule 1: agreed Pilot parameters

Complete and agree this schedule in writing before the Launch Date. Clause 4 is measured against the criteria as recorded here.

Sites in scope (max 3), with the named site owner for each	1. [site] · owner [name, title] 2. [site] · owner [name, title] 3. [site] · owner [name, title]	Customer sponsor (name, title, email, mobile)	[details]
Enrolled workers at launch, per site (max 250 in total)	[N] / [N] / [N] · total [N]	Customer HSEQ lead (criterion 4)	[name, title, email]
Languages expected	[list every language, including English]	Customer data protection contact (DPA Annex 1)	[name, title, email]
Launch Date (clause 2.3)	[date]	Customer notice address	[address and email]
Day 14 / 30 / 60 review dates (clause 5)	[date] / [date] / [date]	TeamTalk contact (name, email, mobile)	[details]
Launch actions, complete before the Launch Date (clause 4.2(c))	Worker list supplied and validated; join cards printed and posted at each site; first post published by a named senior person; both administrator training sessions held. Recorded complete on [date]	TeamTalk notice address	[address and email]
Tenant address	[customer].team-comms.com or [custom domain]	Data retention (DPA clause 4.7.5)	DPA defaults apply unless the Customer instructs otherwise in writing; confirmation records 24 months after the end of the relationship; worker accounts deactivated on the recorded leaving date, identifiers minimised 12 months after; hazard photographs 24 months; logs 90 days
Monthly SMS cap (clause 3.4)	£ [amount], or "no SMS delivery of posts"	DPA version incorporated (clause 9.2)	Version [1.0] dated [date], attached, with Annexes 1 to 3 completed
		Cyber policy limit (clause 14.3)	£ [amount], [insurer], policy [number], in force from [date]

SIGNED FOR THE CUSTOMER

SIGNATURE

NAME AND TITLE

DATE

SIGNED FOR TEAMTALK

SIGNATURE

NAME AND TITLE

DATE

Not legal advice. This is a template prepared for TeamTalk. It must be reviewed by a solicitor qualified in England and Wales before first use. **[Buy the cover before you sign this.]** Clause 14.6 is a promise to hold cover by launch day and clause 14.3 sets the data-protection super-cap at the cyber limit, so the cyber policy must be bound, and its limit written into clause 14.3 and Schedule 1, before the agreement is issued. **Sources:** commercial terms from the TeamTalk pricing chapter (pricing.html, 28 Aug 2026) and templates chapter (templates.html); Late Payment of Commercial Debts (Interest) Act 1998 legislation.gov.uk/ukpga/1998/20; Unfair Contract Terms Act 1977 s.2(1) legislation.gov.uk/ukpga/1977/50/section/2; Contracts (Rights of Third Parties) Act 1999 legislation.gov.uk/ukpga/1999/31; Bribery Act 2010 legislation.gov.uk/ukpga/2010/23; Modern Slavery Act 2015 legislation.gov.uk/ukpga/2015/30; UK GDPR Article 28 legislation.gov.uk/eur/2016/679/article/28.