

Version 6.2, 13 October 2026.

QUALFORGE CLIENT AGREEMENT

Subscription licence to a hosted service owned and operated by Qualforge Ltd

Version	Version 6.2, 13 October 2026
Supersedes	Every earlier issue of the Qualforge Client Agreement
Company	Qualforge Ltd, registered in Scotland, company number SC888351, incorporated 3 May 2026
Registered office	22 Shortlees Crescent, Kilmarnock, KA1 4PR
ICO registration	ZC163997
Schedules	1 Order Form · 2 Managed AI · 3 Data Processing Agreement · 4 Acceptable Use · 5 Service Description
Governing law	Scotland

What this document is. Qualforge builds, owns and operates a hosted AI service. This agreement grants the Client a monthly subscription licence to use that service. It is not a sale, and nothing in it transfers ownership of any part of the service to the Client. The Client's own data remains the Client's throughout, and the Client can take a copy of it at any time.

1 · PARTIES AND COMMENCEMENT

1.1 This agreement is between:

(1) Qualforge Ltd, a company registered in Scotland, company number SC888351, incorporated 3 May 2026, whose registered office is 22 Shortlees Crescent, Kilmarnock, KA1 4PR ("**Qualforge**", "**we**", "**us**"); and

(2) the person or business named in the Order Form ("**the Client**", "**you**").

1.2 **Acceptance is by countersigned Order Form.** This agreement starts on the later of the date the Client signs the Order Form and the date Qualforge countersigns it ("**the Start Date**"). The Client may sign on paper or on Qualforge's signing page. **The Client signs first, then pays the build fee, or the first payment under clause 13, by Stripe payment link. Signing is not payment, and paying is not acceptance.** Qualforge does not begin the Set-Up Work until both parties have signed and that payment has been received. If that payment has not been received within fourteen days of the Start Date, either party may end this agreement by email, and nothing is owed by either side.

1.3 Qualforge's ICO registration number is ZC163997.

1.4 Notices under this agreement are given as clause 37 provides. Qualforge's addresses for notices are team@qualforge.co.uk and 22 Shortlees Crescent, Kilmarnock, KA1 4PR.

2 · DEFINITIONS

In this agreement:

Agent means one of the AI software agents Qualforge operates as part of the Service. **The core Agents** are **Quinn**, who answers calls and books jobs, **Piper**, who reads each new enquiry as it arrives and records whether it is worth going out for, and **Marcus**, who texts people who rang and did not book and whose enquiry Piper has judged worth going out for, answers their replies, books the job and chases a quote after a quote visit. **The add-on Agents** are **Nora**, who confirms and reminds the Client's customers about their visits and moves, cancels and rebooks them by text, **Theo**, who asks the Client's customer for a review after the job counts as done, and **Isla**, who reminds past customers who have said yes to reminders when a service is due. Qualforge may give an Agent a different name for the purpose of speaking to the Client's Enquirers. The names used in this agreement and in the Order Form are the contractual names. **The Order Form records which Agents this Client has bought**, and, for an add-on Agent, whether it is live at Handover or delivered after it under clause 9.7.

Agent Build Fee means the part of the Set-Up Fee that pays for building the Agents recorded on the Order Form. It is the fee the Published Terms call the build fee, and it is the only fee that may be paid under the payment plan at clause 13 and the only fee refunded under the guarantee at clause 14.

ARIA means Aria, the assistant in the Client's sign-in that Qualforge operates on every Package. She answers the Client's questions and makes changes to the Client's diary and jobs as Schedule 5 describes, and she speaks to the Client only.

At signing, for a payment, means when the Client pays by the Stripe payment link sent for this order.

Client Data means all data the Client puts into the Service, and all data the Service collects, generates or holds on the Client's behalf, including records of the Client's own customers and Enquirers. Client Data does not include ForgeOS, the Configuration, or any part of the Service itself.

Configuration means the settings, prompts, instructions, cadences, knowledge packs, integrations, routing and tuning by which Qualforge makes the Service work for the Client, whether created before or during the term, and whether or not created using information supplied by the Client.

Enquirer means a person who has contacted the Client's business, or whom the Client instructs the Service to contact.

ForgeOS means Qualforge's software platform, including all of its code, database schemas, Configuration, prompts, tooling, models of operation and documentation.

Handover means the day on which Qualforge hands the Service to the Client and the Client is able to use it, being the day the Agents are set up on the Client's numbers and accounts, the Client is introduced to them, and the Client is onboarded. **Handover is also called go-live. Handover is a single day, and that day is recorded on the Order Form.** Where those steps do not all fall on the same day, Handover is the day the last of them is completed. **Qualforge determines when Handover has occurred**, acting reasonably, **and will notify the Client in writing of the Handover date on or before the day of Handover**, because rights and payments run from it: the guarantee at clause 14 runs from Handover, and clause 12.4 makes the first Subscription Fee fall due on Handover. **Handover does not of itself mean the Set-Up Work is complete**, and clauses 9.6 and 18.8 continue to apply after it. **An add-on Agent delivered after Handover does not delay Handover.** It is delivered under clause 9.7, and the Client's payment obligations are not suspended while Qualforge builds it.

Instance means the single-tenant deployment of ForgeOS that Qualforge provisions and operates for the Client: its own directory, its own port, its own database, its own environment file and its own

subdomain, on a server Qualforge controls.

Lapse means a payment falling due under this agreement and not being received. Clause 17 governs it. A Lapse is not a cancellation, and a cancellation is not a Lapse.

Managed AI means the monthly hosted service described in clause 18 and Schedule 2. Managed AI is the thing the Client subscribes to.

Order Form means Schedule 1, completed and signed for this Client, together with its Annex A. **The Order Form is the only place where a price for the Service is written.**

Package means what the Client buys, as ticked on the Order Form: **Core**, being Quinn, Piper and Marcus; **Core with one or more add-on Agents**; or **All six**, being Core with Nora, Theo and Isla. A Website is not part of any Package. It is a separate extra, which may be added to a Package or bought on its own as a Website Build.

Published Terms means the terms of service and the privacy policy published at qualforge.co.uk from time to time.

Service means, together, the Instance, ForgeOS as deployed on it, the Agents listed on the Order Form, ARIA, the Configuration, any Website supplied, and Managed AI.

Set-Up Fee means the one-off fees stated in the Order Form for the Set-Up Work, being the Agent Build Fee and, where a Website is ticked, the Website Fee.

Set-Up Work means the work Qualforge does to specify, build, configure, provision, integrate and test the Client's Instance and Agents, and to hand over access to them.

Subscription Fee means the monthly fee for Managed AI stated in the Order Form. **A Website Build with no Agent carries no Managed AI, and no Subscription Fee is payable on it.**

Website means a website Qualforge builds and hosts where the Order Form says one is included. **Hosting means what clause 12.2 says it means and nothing more.**

Website Build means a Website bought on its own, with no Agent.

Website Fee means the part of the Set-Up Fee that pays for a Website. It is paid in full at signing and is never paid under the payment plan at clause 13.

Working Day means a day other than a Saturday, Sunday or public holiday in Scotland.

3 · THE DOCUMENTS THAT FORM THIS AGREEMENT

3.1 This agreement consists of these terms and the following schedules:

Schedule	What it is
1	Order Form and its Annex A. What this Client has subscribed to, at what price (the Qualforge Order Form)
2	Managed AI . What the Subscription Fee covers and what it does not
3	Data Processing Agreement . Article 28 processor terms (the Qualforge Data Processing Agreement)
4	Acceptable Use
5	Service Description . What each Agent does, and what it needs from the Client in order to work (the Qualforge Service Description)

3.2 If a schedule and these terms conflict, these terms win, except that Schedule 1 wins on what has been bought and at what price, and Schedule 3 wins outright on anything to do with personal data.

3.3 Nothing said on the Qualforge website, in an email, on a call, in a proposal, in a product sheet, or by any Agent forms part of this agreement unless it is written into this agreement or into a schedule to it.

3.4 Clause 3.3 does not exclude liability for fraudulent misrepresentation, and does not limit any statutory right the Client has that cannot lawfully be limited.

3.5 **How this agreement ranks against the Published Terms.** The Published Terms govern a visitor's use of the Qualforge website and the position before a Client signs. **From the Start Date this agreement and its schedules govern the Service, and where this agreement and the Published Terms differ on any matter concerning the Service, this agreement prevails.** Qualforge will keep the Published Terms consistent with this agreement.

4 · WHAT QUALFORGE SUPPLIES

4.1 Qualforge will carry out the Set-Up Work described in the Order Form.

4.2 Qualforge will then operate the Service for the Client under Managed AI, for as long as this agreement is in force and the Subscription Fee is paid.

4.3 The Service runs on infrastructure Qualforge provisions, owns the arrangements for, and controls. The current arrangements are set out in clause 28 and in Schedule 3.

4.4 Qualforge is responsible for, and bears the cost of, the third party services the Service depends on, including hosting, AI model processing, telephony, SMS and voice. Those costs are Qualforge's cost of providing the Service and are not passed through to the Client at cost. **There is one charge on top of the Subscription Fee for use of the Service**, and it is not a pass-through of a supplier's bill. **It is a priced product.** Voice minutes above the monthly allowance recorded on the Order Form are charged at the rate recorded on the Order Form, under clause 12.13 and Schedule 2. Nothing else is charged for use.

4.5 Qualforge will maintain and update the Service during the term, including updates to ForgeOS, to the Agents and to the Configuration, at no additional charge. Clause 18 describes what that covers.

4.6 Schedule 5 describes each Agent, what it does, and what it needs from the Client in order to work. **The Order Form is what records which Agents are supplied to this Client.** An Agent that is not listed as supplied on this Client's Order Form is not part of the Service and is not charged for. **The Order Form also records, for each add-on Agent, whether it is live at Handover or delivered after it under clause 9.7.** Qualforge will not record an Agent on an Order Form as live at Handover unless it is.

5 • WHAT THE CLIENT DOES NOT OWN

5.1 **This agreement is a subscription licence to use a service Qualforge owns and operates. It is not a sale, and nothing in it transfers ownership of anything to the Client.**

5.2 The Client does not own, and will not at any time acquire any ownership interest in:

(a) ForgeOS, or any of its code, database schemas, tooling or documentation; (b) the Instance, the server it runs on, or the database; (c) any Agent, or ARIA; (d) the Configuration, including the prompts, instructions, cadences, knowledge packs and tuning that make the Service work for the Client, and including any part of the Configuration derived from information the Client supplied; (e) any telephone number, SMS sender, messaging account, model provider account, hosting account or third party account that Qualforge procures or operates for the purpose of providing the Service; (f) any Website supplied under this agreement, or its template, code or design; or (g) any subdomain, DNS record or certificate Qualforge uses to route the Service.

5.3 **The Set-Up Fee is a fee for work.** It pays for the Set-Up Work. It does not buy the Service, any part of it, or any perpetual or continuing right to use it.

5.4 **Client Data is a different thing, and it is the Client's.** Clause 20 governs Client Data. Clauses 21 and 22 give the Client the right to take a copy of it at any time and to have it deleted. Nothing in clause 5 gives Qualforge any ownership of Client Data.

5.5 The Client keeps ownership of everything the Client already owns and gives to Qualforge, including its brand, its logo, its copy, its price list, its photographs, its domain name, its customer records and any telephone number the Client already held before the Start Date. Clause 19.3 sets out the licence the Client grants Qualforge to use that material.

5.6 **Anything published that reads otherwise.** Where anything Qualforge has said or published, on its website, in a brochure, in a proposal or elsewhere, could be read as saying that a deliverable, a Website or any part of the Service becomes the Client's once paid for, **it does not apply to this agreement and is replaced in its entirety by clause 5.2 and by the licence at clause 6.** What the Client gets is a licensed right of access for as long as the Subscription Fee is paid, together with an unrestricted right to a copy of its own data under clause 21. **The Client's data, the Client's domain name and the text and images the Client supplied are the Client's.** Where anything published and this agreement differ, clause 3.5 applies and this agreement prevails.

6 • THE SUBSCRIPTION LICENCE

6.1 Qualforge grants the Client, for the term of this agreement, a **non-exclusive, non-transferable, non-sub-licensable, revocable licence** to access and use the Service for the internal purposes of the Client's own business.

6.2 The licence is conditional on the Client paying the Subscription Fee and complying with this agreement.

6.3 The licence permits the Client's own directors, partners, employees and contract staff to use the Service for the Client's business. It does not permit anyone else.

6.4 The licence ends immediately when this agreement ends, and is suspended for the duration of any suspension under clause 17 or clause 32.

6.5 The Client will not, and will not permit anyone else to:

(a) copy, resell, sub-licence, rent, lend or provide the Service, or access to it, to any third party; (b) use the Service to provide a similar service to anyone else; (c) reverse engineer, decompile, or attempt to extract, reconstruct or reproduce ForgeOS, the Configuration or any prompt; (d) remove, obscure or alter any notice of ownership; (e) attempt to access any other client's Instance, or any part of the infrastructure the Client has not been given access to; or (f) use the Service in breach of Schedule 4.

7 · THE SET-UP FEE AND THE SUBSCRIPTION FEE ARE ONE PACKAGE

7.1 The Set-Up Fee and the Subscription Fee are two payments for one service. They are not severable and cannot be bought separately.

7.2 The Client cannot pay the Set-Up Fee and decline Managed AI. Managed AI is compulsory on every Package, and Qualforge will not describe it as optional.

7.3 If Managed AI ends for any reason, the Service stops working. That is how the Service is built. The Service runs on infrastructure Qualforge operates and pays for, and it does not exist independently of that infrastructure. It is a consequence of the design, not a penalty.

7.4 The Client cannot take the Service, or any part of it, elsewhere. The Client can take Client Data, at any time, under clause 21.

7.5 Qualforge will state clauses 7.1 to 7.4 plainly at the point of sale, on the Order Form, and at Handover, in substantially the same words used here.

8 · THE ORDER FORM, AND CHANGES TO SCOPE

8.1 The Order Form records the Package, the add-on Agents, whether a Website is included, every fee, the Subscription Fee, the voice minute allowance and the rate above it, the payment choice, the Handover date, on which the first Subscription Fee falls due, the Start Date, and anything specific agreed for this Client. Annex A of the Order Form carries the item-by-item detail and is part of the Order Form.

8.2 Anything not recorded on the Order Form or its Annex A is not included. An Agent not ticked as supplied is not supplied and is not charged for.

8.3 Either party may propose a change of scope. A change takes effect only when both parties have agreed it in writing, including any change to the fees.

8.4 An add-on Agent costs the same whether it is bought at signing or added later. An add-on Agent added after the Start Date is charged at the add-on price recorded on this Client's Order Form, and adding it does not change the Subscription Fee recorded there. Any other addition to scope is priced at the prices in force on the date it is agreed, and is quoted before it is carried out.

9 · TIMING, AND WHAT A TIMESCALE MEANS

9.1 The Set-Up Work starts when the Client's intake form is complete. It is the Client's responsibility to complete it. **The fourteen day right at clause 16.8 runs from the date both parties sign, and completing the intake form inside that period does not shorten it.** Where the Set-Up Work begins inside the fourteen days, clause 16.8(c) governs the only charge that can arise if the Client then cancels.

9.2 **A timescale is a target, not a guarantee.** Where Qualforge gives the Client a timescale for the Set-Up Work, it is Qualforge's honest working target on the information it has at the time. **It is not a warranty, not a condition, and not a term of this agreement,** and Qualforge does not accept liability for failing to meet it. Qualforge may decline to give a timescale at all, and where it does so the Client should not infer one from anything else Qualforge has said or published.

9.3 Time is not of the essence for any obligation of Qualforge under this agreement.

9.4 Qualforge will keep the Client informed of progress and will tell the Client promptly if something needs longer than the target given.

9.5 The Subscription Fee is charged from the date clause 12.4 sets.

9.6 **When the Set-Up Work is complete, and what Qualforge does until then.** The Set-Up Work is complete when everything recorded on Annex A of the Order Form has been delivered and works as Annex A describes it. **Until that point Qualforge keeps working at no additional charge, however long it takes.** Annex A is the whole of that commitment: anything the Client asks for that is not on Annex A is a separate piece of work under clause 8.3, and Qualforge quotes it before carrying it out. Where progress depends on access, information or approvals from the Client, the timing moves with them, and clause 9.2 still applies to any timescale given. **This clause carries into the agreement a commitment Qualforge has published on its terms page since 17 August 2026.**

9.7 **An add-on Agent delivered after Handover.** Where the Order Form records an add-on Agent as delivered after Handover, or where an add-on Agent is added after the Start Date under clause 8.4, **Qualforge will tell the Client in writing on the day it is live.** Any timescale Qualforge gives for it is a target and clause 9.2 applies to it in full, so it is not a warranty, not a condition and not a term of this agreement, and no remedy attaches to missing it. **What does attach is clause 9.6,** which requires Qualforge to keep working at no additional charge until the add-on Agent has been delivered and works as Annex A describes it, and clause 18.8 then applies to it. **Delivery of an add-on Agent after Handover does not delay Handover,** and the Client's payment obligations are not suspended while Qualforge builds it.

10 · PROVISIONING, ACCESS AND SECURITY OF CREDENTIALS

10.1 Qualforge will provision the Instance and email the Client a one-time link to set its own password. Nobody at Qualforge sees or reads out the password.

10.2 The Client will grant Qualforge the access the Service needs in order to work, which may include a calendar, an inbox, a telephone number, a website and a customer list. Access is collected on a call with the Client present.

10.3 The Client may withdraw any access at any time. Withdrawing access that an Agent depends on will stop that Agent working, and clause 30.3 applies.

10.4 The Client can pause any Agent, or all of them, at any time by telling Qualforge in writing, including by email to team@qualforge.co.uk, and Qualforge will pause it within one Working Day of the request and confirm in writing when it is done, with no charge and no effect on the Subscription Fee. **A control that lets the Client pause an Agent from its own sign-in, without asking Qualforge, is not in place at the date this agreement is issued. Qualforge will tell the Client in writing when it is, and until then this clause is the whole of the pause promise.**

10.5 The Client is responsible for keeping its sign-in credentials secure, and for everything done under its credentials.

10.6 Qualforge will not share the Client's credentials with anyone outside Qualforge, and will limit access to the Instance to the Qualforge people who need it in order to operate the Service.

11 · THE CLIENT'S OBLIGATIONS AND WARRANTIES

11.1 The Client will:

(a) give Qualforge accurate and complete information, and tell Qualforge promptly if it changes; (b) provide the access, materials and approvals Qualforge reasonably needs, and respond within a reasonable time; (c) review what the Service says and does on the Client's behalf, and tell Qualforge promptly if anything is wrong; (d) use the Service only for the Client's own business, and only lawfully; (e) comply with Schedule 4; (f) comply with clauses 24 and 25 and with Schedule 3 in relation to its own customers and Enquirers; (g) hold and maintain any licence, registration, insurance, permission or qualification its own business needs; (h) pay the fees when they are due; and (i) set and keep in place the divert of its calls to the number Quinn answers. A call that does not reach that number is not answered by the Service, and clauses 14.4(b) and 30.3 apply.

11.2 **The Client warrants that, for every Enquirer whose details the Client puts into the Service or instructs the Service to contact, the Client has a lawful basis for that contact.** Clause 24.2 sets out what that warranty covers in full.

11.3 The Client warrants that it owns, or is licensed to use, everything it gives Qualforge, and that Qualforge's use of it for the purpose of providing the Service will not infringe any third party's rights.

11.4 The Client warrants that the information it gives Qualforge about its business, its prices, its availability and its services is accurate, and acknowledges that the Agents will rely on it when speaking to the Client's Enquirers.

11.5 If the Client does not do the things in clause 11.1, Qualforge is not responsible for the resulting delay or consequence, and clause 30.3 applies.

12 · FEES, VAT AND PAYMENT

12.1 **The fees are those recorded on the Order Form, and nowhere else.** The Order Form records, for this Client: the Agent Build Fee for the Package and any add-on Agents ticked; the Website Fee, where a Website is ticked; the Subscription Fee; the number of extra vans and their monthly price; the voice minute allowance and the rate for minutes above it; and the prices of voice minute bundles. **All figures on the Order Form are exclusive of VAT, and clause 12.5 governs.** This agreement does not state a price, and a price stated anywhere else, including on the

Qualforge website, is not a term of this agreement unless it is written on the Order Form.

In every case, the Order Form governs. A Package name is shorthand for a shape of build. **The Agents supplied to this Client are the Agents recorded on this Client's Order Form and no others**, and clause 8.2 makes the Order Form the definitive record of what has been bought. **A Package name does not add an Agent that the Order Form does not list, and does not entitle the Client to one.** Schedule 5 states the same rule in the same terms.

A Website is a separate extra. It is not included in any Package. It may be added to a Package or bought on its own as a Website Build, and in either case the Website Fee is paid in full at signing and the Website carries no monthly fee of its own. Annex A of the Order Form records the Website for this Client. Clause 5.2(f) sets out what the Client does not own in it, and clause 34.5 sets out what happens to it when this agreement ends.

12.2 Managed AI, at the Subscription Fee recorded on the Order Form, is compulsory on every Package. It is not an add-on and not a discount lever. **A Website Build contains no Agent. Managed AI does not apply to it, no Subscription Fee is payable on it, and it carries no monthly fee of any kind.** Qualforge hosts the Website for as long as this agreement lasts, as the definition of Website provides, at no recurring charge, and clause 34.5 governs what happens to the Website when the agreement ends. **What hosting covers.** Server capacity for an ordinary small-business site, a TLS certificate kept current, the backups described in Annex 2 Part A of Schedule 3, and Qualforge's reasonable efforts to keep the site reachable. **What it does not cover.** Any uptime commitment, content edits, new pages, redesigns, copywriting, search optimisation, plugins, integrations, domain registration or renewal fees, or traffic materially beyond that of an ordinary small-business site. **Work outside this paragraph is quoted under clause 8.3 before it is carried out.**

12.2A Extra vans. The Subscription Fee covers one van. For each further van recorded on the Order Form, **GBP 30 a month** is added to the Subscription Fee, due with it and on the same day, from Handover. **A van is a person who goes out on the Client's jobs and is set up in the Service with his or her own sign-in.** The Client may add or remove a van by email to team@qualforge.co.uk, and Qualforge confirms the change in writing; **the change takes effect from the next monthly due date.** A van is not an Agent: adding or removing one does not change the Agent Build Fee, and clause 14 does not apply to it.

12.3 The Set-Up Fee is paid at signing. The Agent Build Fee is paid either in full at signing or, where the Order Form records it, in three equal monthly payments under clause 13, the first at signing. The total is the same either way. **The Website Fee is always paid in full at signing.** The Set-Up Work does not start until the payment due at signing has been received, and clause 9.1 then applies.

12.4 The Subscription Fee is payable monthly in advance. The first month falls due on Handover (go-live), the same day on which the guarantee at clause 14.2 begins, and not on signature. Each subsequent month falls due on the same day of the month. **There are no free months.**

12.5 VAT, and what happens if Qualforge becomes required to register.

(a) **Every fee stated in this agreement, on the Order Form, on any invoice, in any quotation and on the Qualforge website is exclusive of VAT.** Where a figure is given without qualification, it is a figure before VAT.

(b) **Qualforge Ltd is not registered for VAT at the date the Order Form is signed.** No VAT is charged, no VAT is shown on an invoice, and there is no VAT for the Client to recover on anything invoiced before the effective date of registration. **Qualforge will notify the Client of its effective date of registration under clause 12.5(e).** The stated fee is therefore the whole of the cash

payable today.

(c) **VAT may become payable during the term.** The UK VAT registration threshold is taxable turnover of **GBP 90,000** in any rolling twelve month period (gov.uk, read 25 August 2026). **If Qualforge becomes registered, VAT is added from the effective date of registration and Qualforge will tell the Client that date. The Client is told this before signing rather than after.**

(d) **If Qualforge becomes registered for VAT, or becomes required to register, Qualforge will add VAT at the prevailing rate to every invoice it issues for a supply made on or after the effective date of registration.** VAT is added to the stated fee. **It is not absorbed by it and it is not deducted from it.** This applies to the Set-Up Fee, to any instalment of it, to the Subscription Fee, to charged voice minutes, to minute bundles and to anything else payable under this agreement.

(e) **Notice, and why no fixed notice period is promised.** Qualforge will tell the Client in writing as soon as it knows its effective date of registration and its VAT number, and will give the Client as much notice as it can. **Qualforge does not promise a fixed period of notice, and the Client is entitled to know why.** Registration can be required on a forward look, where a business expects to exceed the threshold in the next thirty days alone, and in that case the effective date can be the date the expectation arose. **A promise of thirty days notice could not always be kept, so it is not made. Qualforge aims to give at least fourteen days notice and will say so where it cannot.** In every case Qualforge will tell the Client before it issues the first invoice carrying VAT.

(f) **The Client's answer if it does not want to pay VAT.** Adding VAT under this clause is not a price increase by Qualforge. **The Client may cancel under clause 16 at any time, including on receiving notice under (e), with no notice period and no charge.**

(g) **What this costs a Client, stated plainly. If you are registered for VAT you reclaim it and the real cost to you is unchanged. If you are not registered you cannot reclaim it, so the amount you actually pay goes up by the VAT.** Many one-person and one-van businesses are not registered. Qualforge states this here rather than leaving the Client to discover it on an invoice.

(h) **Any other tax, levy, duty or statutory charge** introduced or changed during the term is treated in the same way as VAT under this clause.

(i) **An assumption, stated as an assumption and not as a legal finding.** Whether every supply under this agreement is standard rated, and whether any part of it falls outside the scope of UK VAT, has not been confirmed with an accountant. This clause assumes the whole of what Qualforge supplies is standard rated. **It is drafted to add VAT at whatever rate applies rather than to name a rate,** so it does not need to be re-drafted if that assumption is wrong or if the rate changes.

12.6 Payment is taken by card through Stripe. By paying, the Client also accepts Stripe's own terms of service. Qualforge does not see or store full card details.

12.6A The Client's card is saved with Stripe when the Client first pays. The Client authorises Qualforge to take from that card, or any card the Client later gives, without a further instruction each time: the Subscription Fee on Handover and on the same day each month after it; each remaining payment under clause 13 on its due date; and charged voice minutes under clause 12.13(h), after the invoice has been sent. This authority ends when this agreement ends, except for sums already due.

12.7 The Client will keep a valid payment method on file for the duration of this agreement, and will update it before it expires.

12.8 **If a payment fails,** clause 17 applies from the date the payment first fell due and was not received. Clause 17 is the only route by which the Service is switched off for money, and it does not apply to a Client who has cancelled under clause 16.

12.9 Qualforge may charge interest on any overdue sum at 4% a year above the Bank of England base rate from time to time, accruing daily from the due date until payment. Qualforge reserves any statutory right it has to interest and to compensation for late payment of a commercial debt.

12.10 **Cancellation before work starts: a full refund.** If the Client tells Qualforge, at any point before Qualforge has begun the Set-Up Work, that it does not want to go ahead, **Qualforge refunds the Set-Up Fee in full.** No reason is needed and no deduction is made. **Once the Set-Up Work has begun, the Set-Up Fee is not refundable,** because it is a fee for work, except under the guarantee at clause 14 and the change of mind at clause 16.8. Qualforge will tell the Client in writing on the day the Set-Up Work begins, so that the Client knows when this clause stops applying. **Clause 16.8 gives the Client a wider right for the first fourteen days after signature, which applies whether or not the Set-Up Work has begun, and where both clauses apply the Client may rely on whichever is the more favourable.**

12.11 Except as clauses 12.10, **14, 16.8**, 32.4 and 33.4 provide, and except where the law requires otherwise, fees already paid are not refundable.

12.12 All sums due under this agreement are payable without set-off, counterclaim or deduction.

12.13 **Voice minutes above the allowance. The Order Form records a monthly allowance of voice minutes, and a rate for minutes above it.** Schedule 2 sets out the whole mechanism, and the following are terms of this agreement:

(a) **What is measured.** Only a call the Service actually answered. A missed call, an unanswered call, a call that failed to connect and a call marked by Qualforge as a test are not billable, and Qualforge will not bill for them. **A test call is excluded by a check Qualforge carries out on the record before each invoice is issued, and not by the software,** and Annex 2 Part B of Schedule 3 records that.

(b) **How it is measured.** Each answered call is recorded as its own event, with the time it started, the time it ended and its billable duration in seconds, in an **append-only record on the Client's own Instance.** That record is never edited and never deleted. The Client's balance is derived from it and can be rebuilt from it at any time. **If the balance and the underlying events ever disagree, the events are right. No voice minute is charged to any Client until that record is receiving every answered call,** and Qualforge will confirm to the Client in writing that it is, before the first calendar month in which any minute is charged. Annex 2 Part B of Schedule 3 records the current position.

(c) **How it is rounded.** The seconds used in the whole month are added together and the total is rounded once, to the nearest minute. **Qualforge does not round each call up.**

(d) **The month.** The allowance is a calendar month allowance. A call is counted in the month it started in, whenever the record of it arrives. **Unused included minutes do not carry forward.**

(e) **The order minutes are used in.** Included minutes first, then any minutes the Client has bought in a bundle, then minutes at the rate in 12.13. **Bundle minutes do not expire.**

(f) **What the Client sees before anything is charged.** The Client can see the position at any time from the Client's own sign-in. In addition, **Qualforge will send the Client a message once when 80% of the available minutes have been used, and once when the allowance has been used and charged minutes have begun.** Those messages state the account position first. **Where the 80% message is not sent, Qualforge will not charge for minutes used in that calendar month above the allowance,** and the Client's own sign-in remains available throughout as the position of record.

(g) **The Service does not stop.** Passing the allowance does not switch an Agent off, does not degrade it and does not put the Client into arrears. The Agent keeps answering. **Qualforge does not apply a hard usage ceiling unless the Client asks for one in writing,** and where a Client

does ask, calls above it are routed to voicemail rather than left unanswered.

(h) **When it is billed.** Charged minutes for a calendar month are invoiced in arrears, after the month has ended, separately from the Subscription Fee, and never taken from the Client's card before the invoice has been sent. **The invoice states the number of minutes, the rate, the total, and the number of answered calls it is made up of.**

(i) **Disputing a minute.** The Client may query any charged minute by emailing team@qualforge.co.uk within **sixty days** of the invoice. Qualforge will provide the underlying call events for the period, being the start time, end time and billable seconds of every answered call, within **five Working Days**. **The disputed amount is not payable, and no clause 17 lapse runs on it, while the query is being dealt with.** Where Qualforge cannot evidence a charged minute from the underlying record, that minute is credited.

(j) **The rate is not a pass-through, and it does not change.** It does not rise or fall with what Qualforge's own suppliers charge. Like every price on the Order Form, it does not change while this agreement lasts, as clause 39.2 provides.

12.14 **No discounts.** The fees are the figures recorded on this Client's Order Form, and those figures are the price. **No discount code, voucher, free month or struck-through price applies to this agreement.** Where different terms are agreed for a Client, they are recorded in writing: anything agreed at signing is recorded at Annex A6 of the Order Form, and an arrangement after a missed payment is recorded under clause 17.4.

12.15 **Acceptance at the point of payment.** The Stripe payment page links to the Published Terms and requires the Client to accept them before paying. From the Start Date this agreement governs, as clause 3.5 provides.

13 · THE PAYMENT PLAN FOR THE AGENT BUILD FEE

13.1 Where the Order Form records it, the Agent Build Fee may be paid in three equal monthly payments (each an **instalment**), on these terms:

Deposit	None. The first payment is taken at signing and is the first of the three, not a deposit on top of them
Number of payments	Three , equal, as recorded on the Order Form
When	The first at signing , and the second and third on the same day of each of the next two months
Interest and charges	None. The three payments add up to the Agent Build Fee and nothing more
What it covers	The Agent Build Fee only. The Website Fee is paid in full at signing and is never on the plan

13.2 **The plan covers Agent builds only.** It is available on every Package. It is not available for the Website Fee, whether a Website is added to a Package or bought on its own as a Website Build.

13.3 **No interest, and no charge of any kind, is added to the plan.** The total the Client pays is the same as the Agent Build Fee stated on the Order Form. There is no arrangement fee, no administration fee and no charge for settling early, and the Client may settle the balance in full at any time. **Clause 12.9 interest is not a charge for the plan.** It applies only to a sum that has fallen due and has not been paid, and clause 17.3 gives the Client five Working Days to pay before anything is charged or switched off.

13.4 The Subscription Fee runs alongside the plan and is never included in it. In any month in which a payment under the plan and the Subscription Fee both fall due, the Client pays both. **The Order Form records the amount of each payment, the total of the plan, and the total payable in any month in which a payment and the Subscription Fee both fall due,** and the Client is told those figures before signing. **Qualforge records what was shown to the Client, when, by whom and by what route, in the record at Annex A2 of the Order Form, and keeps it under clause 39.7(c). The Client is not asked to certify that Qualforge did so, and the Client's signature is not evidence that it was done.** Where the Agent Build Fee does not divide into three equal payments, the Order Form records the amount of each payment and the total, and the total is the Agent Build Fee and nothing more.

13.5 If a payment under the plan is missed, clause 17 applies to it in the same way as a missed Subscription Fee.

13.6 Payments under the plan outstanding at the date this agreement ends remain due, and Qualforge may recover them, except where clause 14, clause 16.8 or clause 33.4 provides otherwise.

13.7 A plan is offered only where the Order Form records it. Qualforge is both the supplier of the Service and the party giving time to pay, and no third-party lender is involved. **The plan is deliberately limited to three payments, all made within twelve months, with no interest and no other charge,** which is intended to keep it within the exemption for agreements of that shape rather than on the edge of it. **That is a drafting intention and not a determination, and nothing in this clause is a statement of law.**

14 · THE THIRTY-DAY GUARANTEE

What this clause is, in one line. If an Agent does not do what Qualforge described, in the thirty days beginning on Handover, and Qualforge does not put it right under clause 14.3(b), the Client gets the Agent Build Fee back in full.

14.1 It is a guarantee, not a trial. The Client buys the Service at signing and pays for it then. There is no trial period, and the Client is not being asked to decide during the thirty days whether it wants the Service. **This clause is what Qualforge does if Qualforge got it wrong.**

14.2 When it runs. The guarantee runs for **thirty days beginning on Handover**, being the go-live date Qualforge notifies under clause 2. **It does not run from signature and it does not run from payment.** If Handover is later than expected, the thirty days start later with it and nothing is lost.

14.3 What it covers. The guarantee covers an Agent recorded on the Order Form as live at Handover **failing to do what Annex A of the Order Form and Schedule 5 describe it doing,** where:

(a) the Client tells Qualforge in writing, at team@qualforge.co.uk, within the thirty days, saying what the Agent did not do; and

(b) the failure is material, and Qualforge has not put it right within five Working Days of being told.

14.4 What it does not cover. The guarantee does not cover:

(a) **a change of mind**, or a change in the Client's own circumstances. A Client who changes its mind has the rights at clauses 12.10 and 16.8, and may cancel at any time under clause 16; (b) a failure caused by the Client not doing what clause 11 requires, including not completing the intake form, not giving the access or information the Service needs, or giving information that is wrong; (c) a failure caused by the Client withdrawing access under clause 10.3 or pausing an Agent under

clause 10.4; (d) a failure to which clause 28.3 applies; (e) **a commercial outcome**. Clause 30.2 applies, and the guarantee is about the Service doing what was described, not about how many enquiries, calls or bookings the Client receives; or (f) anything not described in Annex A of the Order Form or in Schedule 5.

14.5 The evidence, and the Client is told about it before signing. Every call the voice Agent handles is recorded, as clause 27.2 provides, and the Order Form tells the Client so before signing. **Qualforge will give the Client, on request, the recording or transcript of any call and the record of what any Agent did**, for as long as those records are kept under Schedule 3. A call recording is kept for 180 days from the date of the call. **A claim is decided on those records, read against Annex A and Schedule 5**, so that a disputed claim is both parties looking at the same record rather than trading opinions.

14.6 How a claim is dealt with. Qualforge will acknowledge a claim in writing within one Working Day, and will give the Client its answer in writing, with the records it relies on, within five Working Days of the end of the period in clause 14.3(b). If the Client disagrees with the answer, clause 38 applies, and nothing in this clause limits any statutory right the Client has.

14.7 What Qualforge refunds. Where a claim is upheld, Qualforge refunds **the Agent Build Fee in full**, including every payment already made under the plan at clause 13, **within fourteen days** and by the same method the Client paid, and any payment under the plan not yet made ceases to be due. Clause 12.11 does not apply to that refund. **The Website Fee is not refunded under this clause**, because a Website is a separate extra and not the subject of the guarantee, and clause 18.8 continues to apply to it. **A Subscription Fee already paid is not refunded**, because the Service ran during the month it paid for, and no further Subscription Fee is taken.

14.8 What happens to the agreement. When the refund is made this agreement ends, clause 34 applies, and the Client's rights to its data under clauses 21 and 22 apply in full, with the export at clause 21.5 run before anything is disabled.

14.9 An add-on Agent delivered after Handover, whether the first Order Form records it as delivered after Handover or it is added later under clause 8.4, is covered for **thirty days beginning on the day Qualforge tells the Client in writing that it is live**, on the same terms, and the refund is **the add-on price paid for that Agent**. The rest of this agreement then continues.

14.10 Once for each Agent bought. The guarantee does not restart on a change of Package, on reinstatement after a suspension, or on a further Order Form for an Agent already covered.

14.11 Clause 18.8 is unaffected. Qualforge's obligation to put right at no charge a part of the Service that is not working as described continues for as long as this agreement runs, whether or not a claim is made under this clause and whether or not the thirty days have run.

15 · TERM AND ROLLING RENEWAL

15.1 This agreement starts on the Start Date and continues until it ends under clause 16, clause 17 or clause 33.

15.2 There is no minimum term. The Subscription Fee renews automatically on the stated monthly cycle, for one further month on each monthly due date, **and continues to renew until the Client cancels**. There is no fixed period the Client must serve, no notice period and no cancellation fee.

15.3 Each renewal is at the prices on the Client's Order Form, which do not change while this agreement lasts, and on the terms then in force under clause 39.2.

16 · CANCELLATION BY THE CLIENT

This clause is about the Client choosing to leave. It is not clause 17. Clause 17 is about a payment failing. The two are different events with different consequences, and neither is a version of the other.

16.1 The Client may cancel at any time, with no notice period and no cancellation fee, **by emailing team@qualforge.co.uk** from the contact address on the Order Form, or by using any cancellation control Qualforge provides in the Service. Qualforge will acknowledge a cancellation in writing within one Working Day and will confirm the date the Service stops.

16.2 Cancellation takes effect at the end of the period the Client has already paid for. Nothing is switched off before then, and no further Subscription Fee is taken.

16.3 The month already paid for is not refunded, because the Service runs for the whole of it.

16.4 Cancellation of Managed AI ends this agreement at the same time, because clause 7 makes them one package.

16.5 Any instalments outstanding under clause 13 remain due.

16.6 On cancellation, the Client's rights under clauses 21 and 22 apply in full, and Qualforge will run an export with the Client under clause 21.5 before anything is disabled.

16.7 A Client who cancels is never switched off mid-period, and is never suspended. Cancelling is not a Lapse, is not a breach, and does not trigger clause 17. There is no penalty of any kind for cancelling, no exit charge, no restoration charge and no reduction in the Client's export rights.

16.8 A FOURTEEN DAY CHANGE OF MIND, GIVEN BY QUALFORGE AS A MATTER OF POLICY.

Why this clause is here. Clause 39.9 records that whether a sole trader buying this Service is treated in law as a consumer has not been determined. **This clause makes that question unnecessary as between the parties, because the Client gets the right either way. Qualforge gives it voluntarily. It is not an admission that any statute requires it, and it is not an admission about the Client's legal status.** Where a statutory right does apply, it applies in addition and this clause does not cut it down.

(a) The right. For **fourteen calendar days beginning on the date both parties have signed the Order Form**, the Client may cancel this agreement for any reason, or for no reason, by telling Qualforge in writing at team@qualforge.co.uk. **No reason is needed, and no fee, charge or deduction of any kind arises for exercising it.** Qualforge will acknowledge the cancellation in writing within one Working Day.

(b) What Qualforge refunds. Qualforge refunds the **Set-Up Fee in full**, together with any instalment of it already paid under clause 13, **within fourteen days of receiving the cancellation** and by the same method the Client paid. Clause 12.11 does not apply to a cancellation under this clause, and any instalment not yet paid ceases to be due, so clauses 13.6 and 16.5 do not apply either.

(c) The one deduction, and it arises only if the Client asked for it. Where the Client has **expressly asked in writing** for the Set-Up Work to start before the fourteen days have run, and Qualforge has started it, Qualforge may keep **a proportionate charge for the work actually done up to the day the cancellation is received**, and refunds the rest. **Qualforge will tell the Client the amount and how it was worked out. Where the Client has not asked in writing**

for an early start, there is no deduction at all, even if the Set-Up Work has begun.

(d) **The Subscription Fee is not at risk under this clause. Where any Subscription Fee has been taken before the cancellation, Qualforge refunds it in full, with the Set-Up Fee.**

(e) **Once per Client.** This clause is available **once**, to each Client, on the first Order Form that Client signs. It is not available a second time to the same Client, or to a business under substantially the same ownership and control, and **a further Order Form for a change of Package or an addition to scope does not start a new fourteen days.**

(f) **What else applies.** Clauses 16.1, 16.6 and 16.7 apply to a cancellation under this clause, so the Client is never suspended, the export under clause 21.5 is run before anything is disabled, and there is no penalty of any kind.

(g) **After the fourteen days.** The Client may still cancel at any time under clause 16.1, and clauses 16.2 to 16.7 then govern. Clause 12.10 continues to refund the Set-Up Fee in full at any point before the Set-Up Work begins, however long after signature that is.

(h) **This clause is available on every Package and on a Website Build.**

(i) **It is separate from the guarantee.** This clause is the change of mind. The thirty-day guarantee at clause 14 is not, and the two do not depend on each other.

17 · LAPSE: A PAYMENT FAILS AND NOBODY ANSWERS

What this clause is. This clause applies where **a payment due under this agreement fails and the Client does not respond**. It applies to the Subscription Fee and to any instalment. It exists because the Service costs Qualforge money to run every day, and an unpaid Instance cannot be run indefinitely.

What this clause is not. This clause is not a penalty for leaving, and it is not what happens when a Client cancels. A Client who cancels under clause 16 keeps the Service for the whole of the period already paid for, is never suspended, and never reaches any step below. **Suspension under this clause is the consequence of the Service being unpaid and unanswered, not a charge, a sanction or a discouragement.** A Client who is short of money and says so does not reach suspension either, because clause 17.4 applies.

17.1 **Lapse.** A payment lapses on the day it falls due and is not received.

17.2 **Notice of lapse.** Qualforge will tell the Client in writing on the day of the lapse or, where the lapse falls on a day that is not a Working Day, on the next Working Day. The notice will say what happens next and on which date it happens. **Where the notice is given on the next Working Day, the five Working Days in clause 17.3 run from the date of that notice.** Qualforge will not let a Client run into a suspension unwarned, and **will not suspend the Service under clause 17.5 unless the notice under this clause has been given.**

17.3 **Cure period: five Working Days.** The Client has **five Working Days from the date of the lapse to pay. Where notice is given under clause 17.2 on the next Working Day, those five Working Days run from the date of that notice.** During those five Working Days the Service runs normally and nothing is switched off, and **no interest accrues under clause 12.9 during the cure period.**

17.4 **Contacting us counts.** If the Client contacts Qualforge within the cure period and explains the position, Qualforge may agree a different arrangement in writing. Qualforge would rather hear from a Client in a difficult month than switch anything off. **A Client who is in contact is not suspended while an arrangement is being discussed in good faith.**

17.5 Suspension after the cure period. If the payment has not been made and the Client has not been in contact, Qualforge may suspend the Service. On suspension:

(a) every Agent stops answering, sending and booking; (b) the licence at clause 6 is suspended; (c) **the Instance, the database and all Client Data are preserved and are not deleted;** (d) **the Client's sign-in continues to work**, so that the Client can read and export Client Data throughout the suspension; and (e) suspension is not termination, and this agreement continues.

17.6 Reinstatement. The Client may lift a suspension at any time before termination by paying everything owed. Qualforge will restore the Service within a reasonable time of receiving payment. **No reinstatement charge applies**, and nothing is lost by having been suspended.

17.7 Export window: thirty days. For **thirty days from the date of suspension**, Qualforge will produce a full export of Client Data on request, at no charge, under clause 21. This applies whether or not anything is owed, and applies during the suspension.

17.8 Termination: thirty days after suspension. If the suspension has not been lifted **thirty days after it began**, Qualforge may terminate this agreement by written notice.

17.9 Deletion: thirty days after termination. Client Data is deleted **thirty days after termination takes effect**, under clause 22. The Client's sign-in continues to work until deletion day so that a further export can be taken.

17.10 The sequence in one line: lapse, five Working Days to pay, suspension with the data preserved and sign-in preserved, thirty days to reinstate or to export, termination, thirty days, deletion.

17.11 Suspension or termination under this clause does not cancel any instalment outstanding under clause 13, and does not refund any fee already paid.

17.12 A Client in this clause may cancel at any point. Cancelling under clause 16 during a lapse or a suspension stops the sequence in this clause from going any further, subject to any sum already due remaining due. The Client's export rights under clauses 17.7 and 21 are unaffected either way.

17.13 The Client is entitled to have this clause drawn to its attention before signing, and the Order Form does so. **Qualforge publishes the same sequence on its terms page**, so that the published position and the contractual position are the same.

18 · WHAT MANAGED AI IS, AND WHAT IS NOT PROMISED

18.1 Managed AI is the service of hosting, operating, monitoring, maintaining, updating, tuning and supporting the Service for the Client. Schedule 2 sets out what it covers in detail.

18.2 During the term Qualforge will:

(a) host the Instance, including the server, the database and the environment; (b) take encrypted backups of the Instance daily and hold them off the application server; (c) monitor each Instance with an external uptime check, and tell the Client of an interruption affecting the Client that it knows of; (d) apply updates to ForgeOS, to the Agents and to the Configuration; (e) tune the Agents as the Client's business changes, within the scope on the Order Form; (f) bear the cost of the AI model processing, telephony, SMS and voice the Service uses, subject only to the charge for voice minutes above the allowance under clause 12.13; and (g) provide support by email to team@qualforge.co.uk.

18.3 Support. Qualforge will reply to every support request within **one Working Day** of receiving it, including a request the Client marks as urgent because the Service is not working at all. **The Client should send an urgent request to team@qualforge.co.uk with the word "urgent" in the subject line.** A reply means a person at Qualforge acknowledging the request and saying what is being done, not necessarily a fix.

18.4 Qualforge gives no availability commitment and no uptime figure. Qualforge does not warrant that the Service will be available continuously, uninterrupted, timely, secure or error free.

18.5 Qualforge may take the Service, or any part of it, out of use for maintenance. Qualforge will give the Client reasonable notice where it can, will keep planned maintenance as short as it can, and will carry it out outside 09:00 to 17:00 on a Working Day where that is practical.

18.6 The Service depends on third party services, and clause 28 applies to their failure.

18.7 Qualforge may change how the Service works, including replacing an Agent's underlying model, provider or method, provided the change does not materially reduce the functionality the Order Form records as supplied.

18.8 If it does not work as described, Qualforge fixes it at no charge. Where a part of the Service is not working as Annex A of the Order Form or Schedule 5 describes it, Qualforge will put it right at no additional charge. **This clause carries into the agreement a commitment Qualforge has published on its terms page since 17 August 2026.** It is not an availability commitment, and clause 18.4 still applies.

18.9 Urgent enquiries, and what the alert is.

18.9.1 For the purposes of this agreement an enquiry is **urgent** only where the Enquirer describes a hazard: a smell of gas, water coming in, a loss of power, sparking or burning, or another present danger to people or property. This is the whole of the contractual definition and nothing else in this agreement widens it. An Enquirer who says the matter is urgent, or asks for someone the same day, without describing a hazard, is offered the soonest time the diary gives and is included in the end-of-day message described in Schedule 5. That is not an alert under this clause 18.9.

18.9.2 Where an enquiry is urgent, Qualforge will dispatch an alert to the destination recorded on the Order Form within fifteen minutes of the call record being created on the Client's instance, naming the Enquirer, their telephone number where available, and a short summary of what they said. **The time of creation of the call record is recorded on the Client's instance and is the reference point for this clause.**

18.9.3 What "dispatch" means, and it is a deliberately narrow word. Qualforge's obligation is discharged when the alert has been sent by Qualforge's system and accepted by the provider carrying it, and Qualforge's own records show both. **Qualforge does not warrant that the alert is received, read or acted on,** and does not warrant the performance of any network, carrier, mail provider, handset or device outside its control. Where the provider refuses the alert, Qualforge records the refusal and the enquiry is still captured in full.

18.9.4 Qualforge does not attend and does not promise that anyone will. Nothing in this clause is a commitment by Qualforge to respond to, attend, or resolve the Enquirer's problem, or to procure that the Client or anyone else does. **The Service is not an emergency service and does not replace one.** Where an Enquirer describes a risk to life, a gas escape, a fire or a crime in progress, the appropriate response is the emergency services and neither Qualforge nor the Service is a substitute for them.

18.9.5 The Client nominates the destination and keeps it current. The Client records the alert destination on the Order Form, warrants that it is a destination the Client monitors, and tells Qualforge in writing if it changes. **Qualforge has no obligation under 18.9.2 in respect of a destination the Client has not recorded, or one that has ceased to work and which the**

Client has not corrected. A change takes effect when Qualforge has applied it, and Qualforge will apply it within one Working Day of being told. If the Client texts STOP to the Service, every text the Service sends to the Client stops, including an alert under 18.9.2, until the Client texts START, and Qualforge has no obligation under 18.9.2 for an alert by text in that time.

18.9.6 Only a hazard is alerted at once. Qualforge does not send an instant alert for any other enquiry, whatever words the Enquirer uses. Where the Service shows an enquiry as urgent in the Client's sign-in, that is a display and not a further commitment. **Only 18.9.1 is the promise.**

18.9.7 One alert per call. A call that is both urgent and a booking produces the urgent alert and nothing else. Qualforge does not resend an alert that a provider has refused, because a repeating alert is a worse failure than a missed one.

18.9.8 This clause carries no support timescale. Reporting a missed or late alert is a support request and clause 18.3 governs it. Nothing in this clause 18.9 adds to, shortens or varies clause 18.3.

19 · INTELLECTUAL PROPERTY

19.1 All intellectual property in the Service belongs to Qualforge, including in ForgeOS, the Agents, ARIA, the prompts, the Configuration, the knowledge packs, the cadences, the tooling, the documentation, any Website template, and any improvement or development Qualforge makes at any time, whether or not made in the course of working for the Client.

19.2 Where the Client, or anyone on the Client's behalf, contributes an idea, a specification, a request, feedback or a suggestion that Qualforge incorporates into the Service, the resulting intellectual property belongs to Qualforge, and the Client assigns to Qualforge any right it may otherwise have in it. Qualforge may use it for other clients. Nothing in this clause permits Qualforge to use Client Data for that purpose except as clause 20.5 allows.

19.3 The Client keeps all intellectual property in the material it gives Qualforge, and grants Qualforge a non-exclusive, royalty-free licence to use, copy, store, adapt and transmit that material for the sole purpose of providing the Service to the Client. That licence ends when Client Data is deleted under clause 22.

19.4 Neither party may use the other's name, logo or trade marks in publicity without the other's prior written consent. **The Client is not asked, as a term of this agreement, for a testimonial, a review of Qualforge, a case study, a quote or a reference call, and declining any request of that kind has no effect on this agreement.**

19.5 Where the Order Form includes a Website, clause 5.2(f) applies to the Website and clause 34.5 applies to it on exit. The Client's domain name remains the Client's throughout.

19.6 Nothing in this agreement, and nothing in the Published Terms, transfers a deliverable to the Client on payment. Clause 5.6 applies.

20 · CLIENT DATA

20.1 Client Data belongs to the Client. Qualforge claims no ownership of it.

20.2 Qualforge holds Client Data on a single-tenant Instance: the Client's own database, on its own port, with its own environment file. Client Data is not pooled with any other client's data, and there is no shared database or shared table across clients.

20.3 Qualforge will not sell Client Data, will not use it for Qualforge's own marketing, and will not use it to train any general purpose AI model.

20.4 Qualforge processes personal data within Client Data on the Client's instructions, on the terms of Schedule 3.

20.5 Qualforge may use aggregated information about how the Service is used, in order to operate, secure and improve the Service, provided the information is genuinely anonymous and no data subject and no client can be identified from it, directly or indirectly.

20.6 Qualforge keeps the Client Data an Agent needs in order to work for as long as that Agent is running, and thereafter as clause 22 provides.

20.7 The Client is responsible for the accuracy of the Client Data it puts into the Service.

21 • EXPORT: THE CLIENT'S RIGHT TO A COPY OF ITS DATA

21.1 **The Client may take a full copy of Client Data at any time, from the Client's own sign-in, without asking Qualforge and without charge.** This right does not depend on the Client leaving, and does not depend on the account being in good standing.

21.2 The export produces a single archive of the Client's business data as CSV files that open in any spreadsheet, covering: contacts and enquiries, pipeline including quotes and bookings, tasks, outreach records, documents including saved conversation transcripts, the Agent roster, and the activity log, together with a plain-English guide to each file and a summary page.

21.3 A download link works for twenty-four hours from completion and requires the Client to be signed in.

21.4 Every export is logged, recording who ran it, when, the row count per file and the size.

21.5 **Before the Client's service ends, Qualforge will run an export with the Client on a call and confirm that the Client holds a complete copy before anything is disabled.**

21.6 Where the Service has been suspended under clause 17, clause 17.7 applies and the export is provided at no charge on request.

21.7 The export contains Client Data. It does not contain, and Qualforge will not provide, ForgeOS, the Configuration, any prompt, or any part of the Service.

21.8 If the self-service export is unavailable for any reason, Qualforge will produce the same export manually, at no charge, within five Working Days of a written request.

22 • DELETION

22.1 **Thirty days after this agreement ends, Qualforge permanently deletes Client Data from its systems: the database, the server it ran on, the encrypted off-site backups of it, and every sign-in account other than Qualforge's own operator accounts. Copies held by two sub-processors on their own retention periods, being call recordings, transcripts and call records at Retell and SMS content and delivery logs at Twilio, are deleted by those providers 180 days after the call or the message, which may fall after those thirty days. Schedule 3 clause 12.8 and Annex 1 record this.**

22.2 The Client's sign-in continues to work until deletion day, so that the Client can take a further export.

22.3 Deletion produces a numbered certificate recording the date, the person who authorised it and a count of what was removed. Qualforge sends the Client written confirmation with that certificate.

22.4 What Qualforge keeps after deletion, and why:

(a) the deletion certificate and the export log entries, which contain counts, dates, the names of the people who authorised them and hashes, but no business data, as evidence that the deletion was carried out; (b) invoices and payment records, for the period UK tax law requires; (c) Qualforge's own correspondence with the Client, as ordinary business records; and (d) the minimum information needed to keep honouring an opt-out, as clause 25.7 and Schedule 3 provide.

22.5 Qualforge will delete Client Data earlier if the Client asks in writing, provided the Client accepts that it cannot then be recovered and that Qualforge cannot then provide an export. **The Client can also ask from its own sign-in.** An administrator of the Client's sign-in chooses "Delete all data", enters its password again and confirms by a one-time link emailed to it. The deletion is then booked for 24 hours later, and the Client can cancel it in the sign-in until then. Qualforge is told of every request by email. **Deleting Client Data does not cancel this agreement:** the Service and the Subscription Fee continue until the Client cancels under clause 16.

22.6 Qualforge will not delete Client Data during a suspension under clause 17 or clause 32.

23 · DATA PROTECTION

23.1 **Schedule 3, the Qualforge Data Processing Agreement, sets out how the parties handle personal data. It forms part of this agreement, and it prevails over these terms on anything to do with personal data.**

23.2 Each party will comply with data protection law as it applies to that party.

23.3 Where Qualforge processes personal data on the Client's behalf, Qualforge does so as processor and only on the Client's documented instructions, as Schedule 3 sets out.

23.4 The Client is the controller of the personal data of its own customers and Enquirers held in the Service, and is responsible for the obligations of a controller in relation to it.

23.5 Clause 2 of Schedule 3 records that the allocation of controller and processor roles for outbound contact with the Client's Enquirers has not been settled by a qualified adviser, and that Qualforge has drafted on the processor basis. Nothing in this agreement is a representation that the allocation has been legally determined.

23.6 **Qualforge's privacy notice.** Qualforge's privacy notice at qualforge.co.uk/privacy, last updated 8 September 2026, describes Qualforge acting as a processor for the Client's customers and Enquirers, names the providers listed in Annex 3 of Schedule 3, and says where a transfer safeguard has not yet been established. Schedule 3 governs the processor relationship.

24 · CONTACTING THE CLIENT'S ENQUIRERS

This clause binds the Client as well as Qualforge. The people the Agents contact are the Client's contacts, not Qualforge's.

24.1 Where the Order Form records it, the Service may contact the Client's Enquirers by telephone, SMS, email or messaging, from the Client's own number, address or account, or from a number Qualforge procures for the Client under clause 5.2(e) and records on the Order Form, in the Client's name, about the Client's business.

24.2 The Client warrants that, for every Enquirer whose details the Client puts into the Service or instructs the Service to contact:

(a) the Client has a lawful basis under UK GDPR for the contact, for each purpose and each channel; (b) the Client has complied with the direct marketing rules in the Privacy and Electronic Communications (EC Directive) Regulations 2003, including any consent or soft opt-in requirement, for each channel used; (c) the Client has given the Enquirer the privacy information UK GDPR requires, and the Client's own privacy notice covers the processing the Service carries out; (d) the Enquirer is not on any suppression list, do-not-contact list, or the Telephone Preference Service or Corporate Telephone Preference Service register, where the law requires them to be screened out; and (e) the Client will keep (a) to (d) true for as long as the Service is running.

24.3 The Client is the source of every Enquirer record. Qualforge does not supply, buy, scrape, rent or introduce Enquirer records into the Client's Service.

24.4 The Client will not instruct the Service to initiate contact with a person who has not previously contacted the Client's business, unless the Client has first confirmed to Qualforge in writing the lawful basis for that contact and Qualforge has agreed in writing to it.

24.5 The Client will tell Qualforge promptly of any opt-out, objection, complaint or regulatory contact the Client receives directly in relation to a message sent by the Service.

24.6 If Qualforge reasonably believes the Client is in breach of this clause, Qualforge may suspend the affected Agent immediately under clause 32, without waiting for the process in clause 17. A suspension under clause 32 is a different event from a suspension under clause 17 and is not a consequence of non-payment.

24.7 The Client indemnifies Qualforge against any fine, penalty, claim, loss or reasonable cost Qualforge incurs as a direct result of the Client's breach of clause 24.2. Clause 31.5 sets out how that indemnity interacts with the liability cap.

25 · THE OPT-OUT MECHANISM, BINDING ON BOTH PARTIES

25.1 Qualforge will put a working opt-out on every message the Service sends on the Client's behalf, in a form appropriate to the channel. Qualforge will test the opt-out end to end on each channel the Client's Order Form records, on a real message, before the Service contacts any of the Client's Enquirers on that channel, and will confirm to the Client in writing that it has done so.

25.2 Qualforge operates a suppression register on the Client's Instance.

25.3 When an Enquirer opts out by any route, including a STOP keyword, a carrier-level opt-out, an unsubscribe link, a verbal request on a call, or a reply in words asking not to be contacted:

(a) the suppression is recorded, with the reason and the route by which it arrived; (b) **Qualforge will apply the suppression across every channel the Service uses for that Enquirer, and not only the channel they used to opt out.** Cross-channel suppression is built into the Service and is **not yet proven in operation. Until Qualforge has proved it against a real list and told the Client in writing, Qualforge meets this commitment by a check made by a person against**

the suppression register before any further contact is made with that Enquirer on any channel. Clause 25.9 and Annex 2 Part B item 8 of Schedule 3 state the current position; and (c) the suppression cannot be deleted or overridden, by the Client or by Qualforge.

25.4 The opt-out binds Qualforge. Qualforge will not send, and will not configure any Agent to send, any further message to a suppressed Enquirer on any channel, unless that Enquirer subsequently contacts the Client's business again and the Client confirms a lawful basis in writing.

25.5 The opt-out binds the Client. The Client will not contact a suppressed Enquirer by any means, inside or outside the Service, unless the Enquirer subsequently asks the Client to. The Client will not remove, reverse or work around a suppression, will not ask Qualforge to, and **will not use an export under clause 21 to contact a suppressed Enquirer outside the Service.**

25.6 Either party becoming aware of an opt-out will pass it to the other without undue delay so that it is recorded.

25.7 A suppression record survives deletion. Where an Enquirer has opted out, Qualforge keeps the minimum information needed to keep honouring the opt-out, because deleting it would allow the person to be contacted again. It is recorded as a retained item on the deletion certificate.

25.8 Breach of clause 25.5 is a material breach of this agreement.

25.9 Cross-channel suppression is designed and is not yet proven in operation. Annex 2 Part B item 8 of Schedule 3 states the position, and the Client is entitled to rely on that statement being current. **In the meantime clauses 25.3(b) and 25.4 are honoured by a check made by a person, and not by the software,** and clause 25.4 binds Qualforge either way. **Qualforge will tell the Client in writing when cross-channel suppression has been proven in operation against a real list. For the avoidance of doubt, the indemnity at clause 24.7 does not extend to a contact made in breach of clause 25.4,** which is Qualforge's own obligation and not the Client's.

26 · ACCEPTABLE USE

26.1 The Client will comply with Schedule 4, and will ensure that anyone using the Service under the Client's credentials complies with it.

26.2 Qualforge may suspend the Service or any Agent immediately under clause 32, and may terminate under clause 33.3, if the Client breaches Schedule 4.

27 · AI OUTPUTS AND HUMAN OVERSIGHT

27.1 The Agents are software. They generate text and speech automatically, they rely on the information the Client has given, and **they can be wrong.**

27.2 What the Agents say about being an AI. The voice Agent says in its opening words on every call that it is an AI and that the call is recorded, because every call the voice Agent handles is recorded. When a customer texts the Client's number, Marcus's first reply in that conversation says "This is the text assistant for [the Client's business], an AI, answering for [the Client's owner]". Every other text an Agent sends to a customer, including follow-ups, confirmations, reminders, review requests, service reminders and Piper's decline, is sent on the Client's behalf in the name of the Client's owner. **No Agent ever says that it is a person, and an Agent asked whether it is a person says that it is an AI.** Qualforge configures the Agents to do this, and to work within the limits agreed with the Client, including not inventing prices, not inventing availability and not inventing the Client's terms.

27.3 The Client remains responsible for what its business says and does. The Client will review what the Agents produce on its behalf and will not treat an Agent's output as a substitute for the Client's own judgement.

27.4 No Agent has authority to bind the Client or Qualforge to a contract, to agree a price, to give a warranty, or to make a representation on which either party may be held. Where an Agent states a price, a date or an availability, it does so as an indication drawn from the information the Client supplied, and the Client's own confirmation is required before it binds the Client.

27.5 An Agent does not give legal, financial, tax, medical or other regulated professional advice on the Client's behalf, and must not be configured to.

27.6 The Client can pause any Agent, or all of them, at any time by written request under clause 10.4, and Qualforge does so within one Working Day.

27.7 Qualforge is not liable for the consequences of an Agent's output where the output reflects information the Client supplied, or where the Client has not exercised the review described in clause 27.3.

28 • THIRD PARTY SERVICES

28.1 The Service depends on third party services. At the date this agreement is issued those are: **Hetzner** for hosting and backup storage, **Anthropic** for AI model processing, **Twilio** for telephony and SMS, **Retell** for voice, which runs the voice Agent's language model on **OpenAI** and its speech on **ElevenLabs**, **Cal.com** for the diary the voice Agent books into, **Stripe** for payment processing, and **Google Workspace** for Qualforge's own mailbox, which sends the Client's sign-in emails and receives the copy of a booking made without an email address, together with the Client's own calendar and email providers where the Client connects them. **Where Annex A4 of the Order Form records that Qualforge procures the email or messaging channel rather than the Client connecting its own, the provider of that channel is named in Annex 3 of Schedule 3 before that channel is used.**

28.2 Qualforge chooses, contracts with, manages and pays for those services. Schedule 3 lists them as sub-processors and sets out the Client's right to object.

28.3 Qualforge is not liable for a failure or interruption of the Service caused solely by a third party service being unavailable, but will tell the Client promptly and will use reasonable efforts to restore the Service, including by substituting another provider where it can. **This clause does not exclude liability arising from Qualforge's own selection, configuration, monitoring, management or mitigation, or from Qualforge's obligation under clause 18.8.**

28.4 If a third party changes its terms, its prices or its availability in a way that materially affects the Service, Qualforge will tell the Client and the parties will discuss what to do. Qualforge may substitute an equivalent provider under clause 18.7 and Schedule 3 clause 7.

29 • CONFIDENTIALITY

29.1 Each party will keep the other's confidential information confidential, will use it only for the purposes of this agreement, and will not disclose it without the other's consent.

29.2 The Client's confidential information includes its customer records, its pricing, its methods, its costs and its business plans. Qualforge's confidential information includes ForgeOS, the prompts, the Configuration, the architecture, Qualforge's costs, and Qualforge's pricing to other clients.

29.3 Clause 29.1 does not apply to information that is public otherwise than through the receiving party's breach, was already lawfully known to the receiving party, is independently developed without reference to the disclosing party's information, or must be disclosed by law, by a court or by a regulator, in which case the receiving party will tell the other party first where it lawfully can.

29.4 Each party may disclose the other's confidential information to its own staff, professional advisers and suppliers who need it for the purposes of this agreement, and will ensure they are bound by equivalent obligations.

29.5 This clause survives the end of this agreement for **five years**, and indefinitely in respect of anything that is a trade secret.

30 · WARRANTIES, AND WHAT QUALFORGE DOES NOT PROMISE

30.1 Qualforge warrants that it will provide the Service with reasonable care and skill, and that it has the right to grant the licence at clause 6.

30.2 **Qualforge does not guarantee any commercial outcome.** It does not promise a number of enquiries, a number of calls answered, a number of bookings, a conversion rate, a search ranking, a revenue figure, or any saving of time or cost. Any example, figure, projection, illustration or case study Qualforge has given is illustrative only and is not a term of this agreement.

30.3 Qualforge is not responsible for a failure or delay caused by the Client not doing something under clause 11, or by the Client withdrawing access under clause 10.3, or by the Client pausing an Agent under clause 10.4.

30.4 Qualforge does not warrant that the Service will be uninterrupted, error free or free of inaccurate output. Clause 18.4 applies.

30.5 A timescale is a target and not a guarantee. Clause 9.2 applies.

30.6 Except as expressly set out in this agreement, all warranties, conditions and other terms implied by statute or at common law are excluded to the fullest extent the law allows.

30.7 **Clause 30.6 does not exclude or limit anything that cannot lawfully be excluded or limited.** Where the Client contracts as a consumer, or is treated in law as a consumer, nothing in this agreement excludes or limits the Client's statutory rights, and clause 39.9 applies. **Clause 16.8 gives every Client a fourteen day right to cancel however that question is answered.**

31 · LIABILITY

31.1 **Nothing in this agreement limits or excludes either party's liability for:** death or personal injury caused by negligence; fraud or fraudulent misrepresentation; any liability that cannot lawfully be limited or excluded; or, in the Client's case, the fees due under this agreement.

31.2 Subject to clause 31.1, neither party is liable to the other for: indirect or consequential loss; loss of profit; loss of revenue; loss of business or business opportunity; loss of contract; loss of goodwill or reputation; loss of anticipated savings; or wasted management time, in each case however arising.

31.3 **Loss or corruption of Client Data is not excluded by clause 31.2.** Qualforge accepts liability for loss or corruption of Client Data caused by Qualforge's breach of this agreement or

negligence, subject to the cap in clause 31.4 and to clause 31.7.

31.4 Cap. Subject to clauses 31.1 and 31.3, Qualforge's total liability to the Client arising out of or in connection with this agreement, whether in contract, delict, negligence, breach of statutory duty or otherwise, is limited in aggregate to **the greater of (a) the total fees paid by the Client to Qualforge in the twelve months immediately before the date the claim arose, and (b) GBP 2,400.**

31.5 The Client's indemnity at clause 24.7, and the Client's indemnity at clause 15 of Schedule 3, are **not subject to the cap in clause 31.4** and are not limited by clause 31.2.

31.6 Each party will take reasonable steps to mitigate its loss.

31.7 The Client will keep its own copy of Client Data, by taking exports under clause 21 at intervals appropriate to its business. Qualforge is not liable for loss of Client Data to the extent the loss could have been avoided had the Client held a reasonably recent export.

31.8 A claim under this agreement must be notified to the other party in writing, with reasonable particulars, **within twelve months** of the claiming party first becoming aware of the circumstances giving rise to it. A claim not so notified is barred.

31.9 The caps and exclusions in this clause are agreed to be reasonable, having regard to the fees payable and to the Client's ability to insure its own business losses.

31.10 The Published Terms state the same cap. Where they and clause 31.4 ever differ, clause 3.5 applies and this agreement prevails.

31.11 The floor. For the avoidance of doubt, the GBP 2,400 figure in clause 31.4 is a floor. Where twelve months of fees paid come to less than GBP 2,400, the cap is GBP 2,400. A fee refunded under clause 14 or clause 16.8 is not a fee paid for this purpose, and the floor still applies.

31.12 Three further exclusions. Subject to clause 31.1, and in addition to clause 31.2, Qualforge is not liable to the Client for:

(a) **loss caused solely by an outage or unavailability of a third party service listed in clause 28.1**, where Qualforge did not cause that outage or unavailability, and provided that Qualforge tells the Client promptly and uses reasonable efforts to restore the Service, as clause 28.3 requires. **This limb does not exclude liability arising from Qualforge's own selection, configuration, monitoring, management or mitigation, from any failure by Qualforge to do what clause 28.3 requires, or from Qualforge's obligation under clause 18.8 to put right at no additional charge a part of the Service that is not working as Annex A of the Order Form or Schedule 5 describes it;**

(b) **loss arising from data or instructions the Client supplied being wrong, incomplete or out of date;** and

(c) **loss arising from the Client's own misuse of the Service, or from use of the Service outside what the Order Form records.**

Nothing in clause 31.12 limits or excludes any liability that clause 31.1 says cannot be limited or excluded.

32 · SUSPENSION FOR REASONS OTHER THAN NON-PAYMENT

32.1 Qualforge may suspend the Service, or any Agent, immediately and without the process in clause 17, if:

(a) Qualforge reasonably believes the Service is being used in breach of clause 24, clause 25 or Schedule 4; (b) Qualforge reasonably believes there is a security risk to the Instance, to Qualforge, or to any other client; (c) a third party supplier requires it; or (d) the law, a court or a regulator requires it.

32.2 Qualforge will tell the Client the reason as soon as it can, and will lift the suspension as soon as the reason is resolved.

32.3 A suspension under this clause does not delete Client Data, and clauses 21 and 22 apply as normal.

32.4 Where the suspension is not caused by the Client's breach, Qualforge will credit the Subscription Fee pro rata for any period of suspension exceeding five Working Days.

32.5 **This clause is not clause 17 and has nothing to do with payment.**

33 • TERMINATION

33.1 The Client may end this agreement under clause 16, at any time, without notice and without charge.

33.2 Qualforge may end this agreement under clause 17.8, where a payment has lapsed and a suspension has run for thirty days.

33.3 Either party may end this agreement immediately by written notice if the other:

(a) is in material breach of it and has not remedied the breach within **thirty days** of being asked to in writing, or, in the case of a breach of clause 24, clause 25 or Schedule 4, within **seven days** of being asked to in writing; (b) is in material breach of it in a way that cannot be remedied; or (c) becomes insolvent, is subject to a moratorium, has an administrator, receiver, liquidator or trustee appointed, enters any arrangement with creditors, or ceases or threatens to cease to trade.

33.4 **Qualforge may end this agreement for any reason on sixty days written notice.**

Where Qualforge ends this agreement under this clause and the Client is not in breach:

(a) no further Subscription Fee is taken after the end date; (b) Qualforge refunds any Subscription Fee paid for a period after the end date; (c) Qualforge cancels any instalment of the Set-Up Fee not yet due; and (d) the Set-Up Fee already paid is not refunded, because it is a fee for work already carried out.

33.5 Termination does not affect any right or liability that has already accrued.

34 • WHAT HAPPENS WHEN THIS AGREEMENT ENDS

34.1 Every Agent stops. The licence at clause 6 ends.

34.2 The Client's export rights under clause 21 continue until deletion day. Clause 21.5 applies before anything is disabled.

34.3 Client Data is deleted under clause 22.

34.4 **Integrations are disconnected.** Any chat widget is removed from the Client's website, and the access the Client granted under clause 10.2 is revoked or handed back. The Client should also revoke Qualforge's access at its own end.

34.5 The Website. Where the Order Form included a Website, Qualforge stops hosting it. The Client's domain name is and remains the Client's, and Qualforge will release or transfer any DNS control it holds over that domain on the Client's written instruction. Qualforge will provide the Client with a copy of the Website's text and images, being material the Client supplied or paid for as content. **Qualforge does not transfer the template, the code, the design or the hosting arrangement**, which remain Qualforge's under clause 5.2(f).

34.6 Telephone numbers.

(a) **A number the Client already held before the Start Date** remains the Client's. Qualforge will release its control of that number and stop using it, on the Client's instruction. (b) **A number Qualforge procured for the purpose of providing the Service** is Qualforge's, under clause 5.2(e), and is not transferred to the Client. **A number Qualforge procures is a United Kingdom mobile number, beginning 07, held on Qualforge's own account with Twilio. Qualforge does not procure United Kingdom geographic 01 or 02 numbers for the Service, because its carrier does not supply them with SMS.** (c) In relation to a number under (b), Qualforge will, on the Client's written request made within thirty days of the end date: not reallocate that number to any other client; and cooperate reasonably with a request to port the number to a carrier account of the Client's, at the Client's cost, **where the carrier permits it**. Qualforge does not warrant that a port is possible, and the Client should not assume it is. (d) The Client should tell its own customers about any change of number. Qualforge will not do so on the Client's behalf after the end date.

34.7 Any fee already due remains due. Clauses 12.11, **14**, 16.3, **16.8**, 17.11, 32.4 and 33.4 govern refunds and credits.

34.8 Clauses that survive: 5, 12.9 to **12.13**, 13.6, 19, 20.1, 20.3, 21 (until deletion day), 22, 23, 24.7, 25.5, 25.7, 29, 30.2, 31, 34, 37, 39 and 40, together with Schedule 3 clause 16 and any other clause expressed to survive.

35 · FORCE MAJEURE

35.1 Neither party is in breach of this agreement if it is prevented from performing an obligation by an event outside its reasonable control, provided it tells the other party promptly and takes reasonable steps to resume.

35.2 Failure of a third party service listed in clause 28.1 is dealt with under clause 28.3 and is not force majeure.

35.3 If the event continues for more than **thirty days**, either party may end this agreement on written notice, and clause 34 applies.

35.4 A shortage of funds is never force majeure.

36 · ASSIGNMENT AND CHANGE OF CONTROL

36.1 The Client may not assign, transfer, charge or deal in any other way with this agreement or any right under it without Qualforge's prior written consent.

36.2 Qualforge may assign or transfer this agreement, in whole or in part, to a company that acquires Qualforge's business or the part of it that provides the Service, on written notice to the Client. Qualforge will ensure the transferee is bound by Schedule 3.

36.3 Qualforge may subcontract any of its obligations, and remains responsible for the performance of its subcontractors. Sub-processors of personal data are governed by Schedule 3.

37 · NOTICES

37.1 A notice under this agreement must be in writing.

37.2 A notice is validly given if sent by email to team@qualforge.co.uk (for Qualforge) or to the Client's email address on the Order Form, or if delivered by hand or sent by recorded first class post to the recipient's address on the Order Form or, for Qualforge, to 22 Shortlees Crescent, Kilmarnock, KA1 4PR.

37.3 A notice sent by email is treated as received at 09:00 on the next Working Day after it is sent, provided the sender does not receive a delivery failure. A notice sent by post is treated as received at 09:00 on the second Working Day after posting.

37.4 A notice terminating this agreement must be sent by email and also, if the notice is given by Qualforge under clause 17.8 or clause 33, by post.

37.5 A notice given under clause 17.2 may be given by email alone.

37.6 A cancellation by the Client under clause 16 is validly given by email alone, to team@qualforge.co.uk, and needs no particular form of words.

37.7 Each party will keep its notice address up to date.

38 · COMPLAINTS

38.1 If the Client is unhappy with any part of the Service, it should email team@qualforge.co.uk.

38.2 Qualforge will acknowledge a complaint within **two Working Days** and give a substantive written response within **ten Working Days**. If Qualforge needs longer, it will say so and say why, and will give the response within a further ten Working Days.

38.3 The parties will attempt to resolve any dispute by discussion between senior representatives before commencing proceedings. This clause does not prevent either party from seeking interim relief or from raising proceedings where a time limit would otherwise expire.

39 · GENERAL

39.1 **Entire agreement.** This agreement and its schedules are the entire agreement between the parties on their subject matter, and replace anything said or written before, including the Published Terms so far as they concern the Service. Neither party has relied on any statement not written into this agreement. Clauses 3.4 and 3.5 apply.

39.2 **Variation.** A change to this agreement is effective only if it is in writing and agreed by both parties, except that Qualforge may change these terms, Schedule 2, Schedule 4 or Schedule 5 with effect from a future renewal under clause 15.2 by giving the Client **thirty days written notice**. If the Client does not accept the change, it may cancel under clause 16 before the change takes effect, and the change will not apply to it in the meantime. **Where the Client is on a Website Build and there is therefore no renewal event under clause 15.2,** Qualforge may change these terms, Schedule 2, Schedule 4 or Schedule 5 on thirty days written notice, and the Client may cancel under

clause 16 before the change takes effect. **The prices on the Client's signed Order Form do not change while this agreement lasts.** Nothing in this clause lets Qualforge change the Order Form, or any price, allowance or rate on it, by notice. A new client's prices are set by the Order Form it signs.

39.3 Waiver. A failure or delay in enforcing a term is not a waiver of it, and does not prevent later enforcement.

39.4 Severance. If any provision of this agreement is or becomes invalid, illegal or unenforceable, it is to be treated as modified to the minimum extent necessary to make it valid, or if that is not possible, deleted, and the rest of the agreement is unaffected.

39.5 No partnership or agency. Nothing in this agreement creates a partnership, joint venture or employment relationship, or makes either party the agent of the other, except that Qualforge acts as the Client's processor as Schedule 3 provides.

39.6 Third party rights. No person other than Qualforge and the Client has any right to enforce any term of this agreement. **Section 1 of the Contract (Third Party Rights) (Scotland) Act 2017 does not apply to this agreement,** and no third party right is conferred by it.

39.7 Counterparts and signature. This agreement, and the Order Form, may be signed in counterpart, and an electronic signature or a scanned signature is as effective as an original.

(a) **Why that works.** Section 1(1) of the Requirements of Writing (Scotland) Act 1995 provides that writing is not required for the constitution of a contract, except in the cases listed in section 1(2), which are contracts and obligations relating to a real right in land, gratuitous unilateral obligations undertaken outside the course of business, certain declarations of trust, and wills. **This agreement is none of those.** It is a contract for services, and it can be constituted electronically.

(b) **What an ordinary electronic signature does not do.** It does not make this agreement **self-proving**, which in Scots law means the court presumes the signature is genuine without the party who relies on it having to prove it. Under sections 9B and 9C of the same Act, only a **qualified electronic signature** makes an electronic document self-proving. **The practical consequence is about evidence, not validity: if the Client later denied signing, Qualforge would have to prove that the Client did.** Qualforge accepts that, and clause 39.7(c) is how it does the proving.

(c) **What Qualforge records at signature.** The name and email address of the person who signed, the date and time, the version of each document they were shown, **what Qualforge showed or stated to the Client before signing where a clause of this agreement requires something to be given to the Client in advance, together with the date it was shown and the name of the person at Qualforge who showed it,** and a copy of what they signed, retained for as long as clause 22.4(c) provides. **Annex A2 of the Order Form carries that record for the total payable in a month in which a payment under the plan and the Subscription Fee both fall due, under clause 13.4. A signature is valid whether or not that record is complete,** and the record exists for Qualforge's benefit rather than as a condition of the contract.

(d) Neither this clause nor anything else in this agreement requires the Client to sign electronically. The Client may sign on paper.

39.8 Cumulative remedies. Except as expressly stated, the rights and remedies in this agreement are in addition to, and not exclusive of, any right or remedy at law.

39.9 Where the Client is a consumer. This agreement is drafted for a business customer. Where the Client enters into it wholly or mainly outside the Client's trade, business, craft or profession, or is otherwise treated in law as a consumer, then: nothing in this agreement excludes or limits any right the Client has under the Consumer Rights Act 2015 or the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013; clauses 30.6, 31.2, 31.4, 31.12 and 39.6 apply only to the extent the law permits; and the Client's statutory right to cancel, and any

pre-contract information the Client is entitled to, take priority over clauses 12.10 and 16. **Whether a sole trader buying this Service is treated in law as a consumer has not been determined. Qualforge has chosen not to leave the Client's position turning on the answer.** Clause 16.8 gives every Client, of whatever legal form, **fourteen calendar days from signature in which to cancel for any reason with a full refund of the Set-Up Fee. That right is given by Qualforge as a matter of policy, it is given whether or not any statute requires it, and it is not an admission that the Client is a consumer or that the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply.** Where those Regulations do apply they apply in addition, and neither this clause nor clause 16.8 cuts them down.

39.10 Language. This agreement is in English, and English is the language of all notices and communications under it.

40 • GOVERNING LAW AND JURISDICTION

40.1 This agreement, and any dispute or claim arising out of it or in connection with it, including a non-contractual one, is governed by **the law of Scotland.**

40.2 **The courts of Scotland have exclusive jurisdiction** to settle any such dispute or claim, and each party submits to that jurisdiction.

SCHEDULE 1 • ORDER FORM

The Order Form is the separate document, the **Qualforge Order Form**. It has two parts: a one-page signature instrument, and **Annex A**, which carries the item-by-item detail. Both are completed and signed for each Client and together form Schedule 1 of this agreement.

SCHEDULE 2 • MANAGED AI

Managed AI is the monthly subscription. It is charged at the Subscription Fee recorded on the Order Form, and it is compulsory on every Package. It is not an add-on, and Qualforge will not describe it as one. A Website Build contains no Agent, so Managed AI does not apply to it and it carries no monthly fee of any kind. This schedule does not apply to a Website Build.

What the Subscription Fee covers

Hosting	The Client's Instance: the server, the database, the environment file and the subdomain
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Backups	Encrypted backups taken daily by database snapshot, with an integrity check and row counts on every run, held off the application server, on a retention schedule of seven daily, four weekly and six monthly, with a tested restore path. The backups are held on separate storage with the same hosting provider as the servers. A copy with a second provider is not yet in place, and Annex 2 Part B item 6 of Schedule 3 records that
Monitoring	An external uptime check of the Instance. The Instance's health endpoint also reports the age of the latest backup. Qualforge tells the Client of an interruption affecting the Client that it knows of
Updates	Updates to ForgeOS, to the Agents and to the Configuration, at no additional charge
Tuning	Tuning of the Agents as the Client's business changes, within the scope on the Order Form
Provider costs	The AI model processing, telephony, SMS and hosting the Service uses. These are Qualforge's costs, not the Client's, and are never passed through at cost
Voice minutes	The included allowance recorded on the Order Form. Minutes above it are charged at the rate on the Order Form. See the metered voice section below
Support	Email support to team@qualforge.co.uk, on the reply time in clause 18.3

What the Subscription Fee does not cover

- A new Agent, a change of Package, or an addition to scope. These are agreed under clause 8.3 and priced under clause 8.4, and an add-on Agent is charged at the add-on price on the Order Form.
- Work caused by a change to the Client's own systems, tools, website or providers, which Qualforge will quote for.
- Recovery of data the Client has deleted itself, beyond restoring from the most recent backup.
- Training the Client's staff beyond the Handover session and ordinary support.
- Anything the Order Form records as excluded.

Cancelling Managed AI

No minimum term, no notice period, no cancellation fee. Email team@qualforge.co.uk and it stops at the end of the period already paid for. Clause 16 governs, and clause 16.7 confirms that nothing is switched off early and no charge is made for leaving.

Metered voice minutes

The numbers

Included	The allowance recorded on the Order Form , per calendar month, per Instance
Above the allowance	The rate per minute recorded on the Order Form
Bundles	Minutes may be bought in advance, at the bundle prices recorded on the Order Form, which do not change while this agreement lasts. Bought minutes do not expire
Order of use	Included minutes, then bought minutes, then minutes at the rate above
Billing	In arrears, after the month ends, on its own invoice

What counts, and what does not

- **Only a call the Service answered counts.** A missed call, an unanswered call, a failed connection and any call marked as a test do not.
- **Duration is recorded per call in seconds.** The month's seconds are added up and rounded once, to the nearest minute. Each call is not rounded up.
- **A call belongs to the month it started in**, whenever the record of it arrives.
- **Unused included minutes do not carry into the next month.** Bought minutes do.

What the Client sees

The Client can see minutes used, minutes left and anything charged so far, at any time, from the Client's own sign-in. **Qualforge also sends a message once at 80% of the available minutes and once when charged minutes begin.** Clause 12.13(f) governs, and it provides that where the 80% message is not sent, minutes above the allowance are not charged for that calendar month.

The Service does not stop

Passing the allowance does not switch an Agent off and does not degrade it. **Qualforge sets no hard ceiling unless the Client asks for one in writing.** An Agent that stops answering causes exactly the missed calls the Client bought it to prevent, so where a ceiling is set, calls above it go to voicemail rather than unanswered.

Evidence, and a disputed minute

Every answered call is written to an **append-only record on the Client's own Instance**, which is never edited and never deleted. The balance is derived from it and rebuilt from it. **If the two disagree, the record of calls is right.** Clause 12.13(i) governs a dispute: sixty days to query, five Working Days for Qualforge to produce the underlying calls, nothing payable on the disputed amount while it is open, and any minute Qualforge cannot evidence is credited.

When charging begins

The allowance and the rate that apply to the Client are the ones written on the Client's Order Form. Both count answered minutes only.

No voice minute is charged to any Client until the record of calls described above is receiving every answered call. Qualforge will tell the Client in writing that it is, before the first calendar month in which any minute is charged, and the Client can see minutes used and minutes remaining at any time from their own sign-in. Nothing is charged for a minute that Qualforge cannot evidence from the record of calls.

Availability

Qualforge gives **no uptime figure and no availability commitment**. Clause 18.4 applies. Qualforge monitors each Instance with an external uptime check, will tell the Client of an interruption affecting the Client that it knows of, and will work to restore it.

Certification

Qualforge holds no security certification and no third party audit report as at the date of this version, 9 October 2026. There is no ISO 27001, no SOC 2 and no Cyber Essentials. Annex 2 of Schedule 3 sets out the security measures that do exist and, in Part B, those that do not.

SCHEDULE 3 · DATA PROCESSING AGREEMENT

Schedule 3 is the separate document, the **Qualforge Data Processing Agreement**, version 3.1 of 13 October 2026. It forms part of this agreement, is incorporated into it by reference, and prevails over these terms on anything to do with personal data.

Cross-references from these terms to Schedule 3 appear at clauses 3.1, 3.2, 4.3, 11.1(f), 12.2, 12.13(a), 12.13(b), 14.5, 20.4, 22.1, 22.4(d), 23, 25.3(b), 25.9, 28.1, 28.2, 28.4, 31.5, 34.8, 36.2, 36.3 and 39.5.

SCHEDULE 4 · ACCEPTABLE USE

The Client will not use the Service, and will not permit anyone else to use it, to:

1. send anything unlawful, or anything to a person who has opted out;
2. send direct marketing without a lawful basis, or in breach of PECR;
3. contact a person on the TPS or CTPS register where the law requires them to be screened out;
4. initiate contact with a person who has not previously contacted the Client's business, except as clause 24.4 permits;
5. impersonate any person, or tell anyone, or ask Qualforge to configure an Agent to tell anyone, that an Agent is a person. Clause 27.2 sets out what each Agent says about being an AI;
6. make any claim about the Client's business, its accreditations, its insurance, its guarantees or its qualifications that is untrue or misleading;
7. solicit reviews selectively by reference to how satisfied a customer is, or configure or ask Qualforge to configure any Agent to filter who is asked. Theo asks every customer, not only the satisfied ones, and any other configuration is outside what Qualforge supplies;
8. give regulated advice, or carry out any activity requiring a licence, permission or authorisation the Client does not hold;
9. put special category personal data, or criminal offence data, into the Service, unless Qualforge has agreed it in writing in advance and Annex 1 of Schedule 3 has been updated to cover it;
10. take payments, hold client money, or carry out any regulated financial activity through the Service;
11. attempt to access another client's Instance, or to circumvent any security control, rate limit or authentication;

12. reverse engineer, copy, extract or attempt to reconstruct ForgeOS, the Configuration or any prompt;
13. run automated load, testing or scraping against the Instance beyond ordinary business use;
14. use the Service to develop, train or improve a competing product or service; or
15. do anything that puts Qualforge in breach of a third party supplier's terms.

Breach of this Schedule allows Qualforge to suspend immediately under clause 32 and to terminate under clause 33.3(a) after seven days written notice to remedy.

SCHEDULE 5 · SERVICE DESCRIPTION

This Schedule 5 is the **Qualforge Service Description**. It describes, in plain English, what the Service does for every Client, what each of the six Agents does, what ARIA does, and what each needs from the Client in order to work.

Which Agents are supplied to this Client is recorded on the Order Form. An Agent that is not listed as supplied on the Order Form is not part of the Service and is not charged for. **A Package name does not add an Agent that the Order Form does not list, and does not entitle the Client to one.** Clause 4.6 applies. This Schedule describes all six Agents; the Order Form decides which of them this Client has.

What this Schedule promises, and what it does not. Under each heading, "What it does" is the whole of what that part of the Service does. Clauses 14.3 and 18.8 measure the Service against it and against Annex A of the Order Form. **Anything not described here is not part of the Service.** This Schedule describes what the Service does, not what it will achieve: **Qualforge does not promise that any Agent will win work, fill the diary, bring in reviews or bring customers back**, and clause 30.2 applies. Where a separate copy of the Qualforge Service Description differs from this Schedule 5, this Schedule 5 governs.

What is true of every Agent.

- Every Agent works in the Client's business name, from the answers the Client gives Qualforge. If those answers change, the Client tells Qualforge and Qualforge changes the Agent.
- Quinn tells every caller in her opening words that she is an AI and that the call is recorded. When a customer texts in, Marcus's first reply in that conversation says that he is the text assistant for the Client's business, an AI, answering for the Client's owner. Every other text an Agent sends to a customer is sent on the Client's behalf in the name of the Client's owner. No Agent ever says that it is a person, and an Agent asked says that it is an AI. Clause 27.2 sets this out, and clause 27 applies to what every Agent says.
- Every text an Agent starts with a customer carries a way to opt out, and clause 25 governs opt-outs.
- The Client can see what each Agent has done from the Client's own sign-in.
- No Agent attends a job, gives safety advice, or is an emergency service. Clause 18.9.4 applies.
- **The Service runs without waiting on the Client.** No Agent tells a customer that the Client will ring, call back or act. Where the Client can reply to a message from the Service, the reply is an optional override and nothing waits on it.

What every Package includes.

THE BOOKING NOTICE

- When a visit is booked or moved in the Client's diary, the Service texts the Client the details and a booking reference. The text ends "For your information. Nothing needs a reply."
- It is not sent for a visit the Client books or moves in the sign-in.
- It is part of every Package and does not need Nora. It is on unless the Client asks Qualforge to turn it off.
- If the Client texts STOP to the Service, every text to the Client stops, including the booking notice, the end-of-day message and hazard alerts, until the Client texts START.

THE END-OF-DAY MESSAGE

- At about 18:30 UK time the Service texts the Client one message covering that day: complaints, questions an Agent could not answer, every enquiry Piper has declined or held for the Client, the day's bookings and the quotes being chased. Nothing in it needs a reply. No message is sent on a day with nothing to report.

A JOB COUNTS AS DONE ON ITS OWN

- When a visit is booked, the Service records whether it is a quote visit or a job. A job counts as done when its booked end time has passed and it was not cancelled or moved. The Client does not need to mark it.
- The Client may text DONE, SKIP, QUOTE, WON, LOST or NOSHOW with a booking reference to override what the Service assumed. Each is optional. **NOSHOW** stops any review request, reminder or quote text queued for that visit.
- **A missed visit that nobody reports still counts as done.** Unless the diary marks the customer absent or the Client texts NOSHOW, Theo's review request is still sent.

THE CLIENT'S SIGN-IN

- **Today** lists what each Agent did that day, newest first, one line each. An urgent call is shown in red at the top. Nothing on it asks the Client to act.
- **Time off.** The Client can block one day, a run of days, or the same weekday every week, and open them again. No Agent offers or books a time on a blocked day.
- **Add job.** The Client can add a job that came by word of mouth, referral or repeat work, and either book it at a free time in the diary or leave it to arrange. A job booked this way counts as done in the same way as any other. A customer added this way is not treated as having agreed to marketing texts, so a text an Agent would otherwise send them, such as a quote follow-up or a service reminder, may not be sent.
- **Usage** shows the voice minutes used in the month and, where Qualforge has switched it on for the Client, lets the Client buy a minute bundle.

ARIA · the assistant in the sign-in

- ARIA appears at the top right of every screen of the Client's sign-in.
- She answers the Client's questions about the Service and about what the Agents have done, from the Service's own records.
- **The Client's own changes are made at once** when the Client asks for them: blocking or opening days, a note on a customer, a job to arrange, a reminder for the Client, or asking that a customer whose job has counted as done is not asked for a review. Each is shown on Today.
- **A change that would book, move or cancel a customer's visit, or send a text to a customer, is shown to the Client first and is made only when the Client taps to confirm it, once.** A change the Client did not ask for in the message is also shown first and waits for the

Client's tap.

- She speaks to the Client only. She does not speak or write to the Client's customers.
- Qualforge sets a daily limit on the questions she answers. Where she cannot answer, she says so, and the rest of the Service carries on.

ADDING AN ADD-ON FROM INSIDE THE SIGN-IN

- An add-on Agent the Client has not bought is shown in the Client's sign-in, in colour, with its price.
- Once Qualforge has switched on payments in the Client's sign-in, the Client can buy it there. Payment is taken through Stripe checkout at the add-on price on the Client's Order Form, and adding it does not change the Subscription Fee. Clause 8.4 applies. Until then, and at any time, the Client can ask Qualforge to add it.
- The add-on asks the Client its set-up question in the sign-in (Theo, the link to the Client's review page; Isla, how often the work comes round, or Qualforge's suggestion; Nora, one check), and switches itself on once it is answered. Qualforge confirms in writing, by email, the day it is live, and clause 14.9 runs from that day.

The core Agents: Quinn, Piper and Marcus.

QUINN · answers the phone

What she does.

- Answers calls to the Client's number in the Client's business name, at any hour. In her opening words she says that she is an AI and that the call is recorded, as clause 27.2 provides. The recording is kept for 180 days from the call, as clause 14.5 provides.
- Takes the caller's name, number, address and postcode, and what the job is, and answers the questions the Client has given her answers to. Where she has no answer, she does not guess: she says so and offers to book a visit.
- Where the job is one the Client does, in the Client's area, she offers a time from the Client's diary and books it, within the Client's working hours and never on a day the Client has blocked off. She records whether it is a quote visit or a job. Where a caller needs someone sooner, she books the soonest time the diary gives her.
- Moves or cancels a booking on the call when the caller asks.
- Where the job is outside the Client's area, or is one the Client does not do, she tells the caller plainly. For a job just outside the area she does what the Client told Qualforge to do on its intake form. **She never tells a caller that the Client will call them.**
- At the end of a call on which she has booked a job, she asks the caller whether they are happy to be sent a reminder when the work is next due, and records the answer. That answer is what Isla works from.
- Writes up every call for the Client to read from the Client's own sign-in.
- Where a caller describes a hazard, as clause 18.9.1 defines it, she flags the call as urgent at the top of the Client's sign-in, and an alert is sent to the destination recorded on the Order Form. Clause 18.9 is the whole of that commitment.

What she needs from the Client.

- A number for her to answer: the Client's own, or a UK mobile number that Qualforge procures.
- The Client's working hours and any days off, from which Qualforge sets up the diary she books into. The Client does not need to log in to it.

- The jobs the Client does and does not do, the area it covers, what to do with a job just outside it, answers to the questions callers ask, and how the Client prices work or a rule for saying that a price will follow.
- Anything she must never say or promise.
- Where to send an urgent alert, kept current as clause 18.9.5 requires.

Voice minutes. Quinn is the only Agent that uses voice minutes. The allowance and the rate above it are recorded on the Order Form, and clause 12.13 and Schedule 2 apply.

PIPER · checks every enquiry

What she does.

- **Piper reads each new enquiry as it arrives, without being asked**, and reads again any she has missed on a later pass.
- She checks it against the Client's area, the jobs the Client does and does not do, and the smallest job the Client wants to go out for, and records whether it is worth going out for, with her reasons, for the Client to read in the sign-in.
- Where the enquiry's postcode area is far outside the Client's area, meaning it is neither a postcode area the Client covers nor one next to it, or the job is a different trade from the Client's, the customer is sent a polite text in the owner's name saying so. **Every other enquiry she would not go out for is held for the Client and no text is sent**, including one just outside the Client's area, one with no postcode and one on the Client's list of jobs it will not take. Every enquiry she declines or holds is listed in the end-of-day message.
- **She deletes nothing and hides nothing.** Every enquiry stays in the Client's sign-in.
- The Client may press "Qualify this enquiry" to ask her again. That is optional.
- If she cannot read an enquiry, for any reason, including the daily limit Qualforge sets on her reading, she records that she could not, reads it again on a later pass, and the enquiry stays with the Client in the meantime.
- Her view decides whether Marcus follows the enquiry up, as set out under Marcus.

What she needs from the Client.

- The Client's trading name and trade, and the owner's first name.
- The area the Client covers, by postcode, and, if the Client wishes, how far it will travel.
- The jobs the Client does, the jobs it will not take, the jobs it always wants to see, and the smallest job worth going out for.

MARCUS · texts back, books, and chases quotes

What he does.

- Texts people who rang the Client, whose enquiry Quinn took but did not book, and whose enquiry Piper has judged worth going out for. He sends no more than three of these texts: the first on the day of the enquiry, the second two days after the first and the third five days after the first, each on a weekday from 09:00 and before 19:30 UK time. A text that would fall outside those days and hours moves forward to the next time inside them. Each is sent in the owner's name and ends "Reply STOP to opt out".
- **He does not text** a person Piper has judged not worth going out for, or whose job is outside the Client's area, or a landline, or a person who already has a job booked.
- Answers their replies. His first reply in a conversation says "This is the text assistant for [the Client's business], an AI, answering for [the Client's owner]". His other texts are sent in the owner's name. Clause 27.2 applies.

- Answers only from the facts the Client has given, and gives a price only from the Client's own price list.
- Books a visit where the person wants one, at a time the Client's diary offers, inside the Client's area and working hours. Moves or cancels a booking when the person asks.
- **After a quote visit, he chases the quote by text 2, 5 and 10 days later.** He chases only a quote that followed a quote visit booked through the Service.
- **He does not pass the conversation back to the Client.** Where the person asks something the Client's facts do not cover, or wants a price that is not in the price list, he offers a visit. Where the person wants to speak to someone, he gives the Client's business number, which Quinn answers. Where the person is unhappy, he offers a return visit.
- Where the person describes a hazard, such as gas, water coming in or no power, he flags it to the Client as urgent at once.
- Everything else he has dealt with goes into the end-of-day message.
- Texts only. He does not ring and he does not email. He answers replies only between 08:00 and 21:00 UK time, and sends no more than six texts to one person in a day, counting texts from Nora. A text that arrives outside those hours is answered at 08:00. His follow-up texts keep to the days and times in the first bullet.
- Stops his chasing texts as soon as the person replies, and does not text a person again once they reply STOP.
- Answers a reply to an Isla reminder, and a reply Nora does not handle, in the same way.

What he needs from the Client.

- The facts he answers from: the jobs the Client does and will not take, its area, its hours, how it quotes, the questions customers ask and the answers, and anything he must never say.
- The Client's price list, where the Client wants him to give prices.
- The warranty at clause 24.2, for every person he texts.

The add-on Agents: Nora, Theo and Isla. An add-on Agent is part of the Service only where the Order Form lists it, or where the Client has added it from inside the sign-in. Where it is delivered after Handover, clause 9.7 applies.

NORA · keeps the diary

What she does. Nora writes to the Client's customers about their visits. She does not replace the booking notice, which every Package keeps.

- **Confirms.** Texts the customer when a visit is booked, with the day, the time and a reference, and how to move it. Not where Marcus or Nora booked it by text, where the customer was told in that conversation, and not for a visit within the hour.
- **Reminds.** Texts the customer at 10:00 UK time the day before the visit, or on the Saturday for a Monday visit. Not where the visit was booked less than 20 hours ahead, and not where it has been cancelled or moved.
- **Moves or cancels by text.** A customer who replies CHANGE is offered up to three free times from the real diary. Replying 1, 2 or 3 moves the visit, and 0 cancels it. Nothing changes until the customer chooses, and the choice closes after 24 hours.
- **CANCEL.** A customer with a visit in the next 14 days who texts CANCEL on its own gets no more texts from the Service. **The visit is not cancelled and stays in the diary**, and the Client is texted at once with the customer's name, the visit and the customer's number, so that it can check. The Client is not texted while it has texted STOP to the Service.

- **Keeps a waiting list.** A customer who replies EARLIER is put on a list for an earlier time.
- **Fills a freed time.** Where a visit between 2 hours and 14 days ahead is cancelled or moved, and the time is still free in the diary, she offers it to no more than three people: the waiting list first, then customers whose quote Marcus is chasing. The first to reply 1 is booked, after the diary is read again, and anyone who replies later is told it has gone.
- **Follows up a missed visit.** Only where the diary marks the customer absent or the Client texts NOSHOW with the reference. She then offers the customer three free times to rebook. Without one of those signals she assumes nothing.
- Every text she starts is sent between 09:00 and 19:00, Monday to Saturday, UK time. She answers replies between 08:00 and 21:00. She starts no more than two texts to one number in a UK day. Her texts pause while the Client has replied STOP to the Service.

What she needs from the Client. The Client's diary as Quinn uses it, and the customer's mobile number on the booking.

THEO · asks for a review

What he does.

- **Three hours after a job counts as done**, as set out under "A job counts as done on its own", Theo texts the customer asking for a review, with a link to the Client's review page.
- He texts only between 09:00 and 19:00, Monday to Saturday, UK time. A text that falls due outside those hours waits until they next open.
- He sends one reminder later, about four days after the first text, and no more than two texts to a customer for one job.
- He does not send the reminder to a customer who has replied that they are unhappy.
- **He asks every customer, not only the satisfied ones.** Qualforge does not configure him to choose who is asked, and Schedule 4 item 7 applies. Where the Client asks, through ARIA, that a particular customer is not asked, Theo does not send that request.
- He does not text a customer whose visit was marked absent in the diary or reported with NOSHOW.
- He stops, and does not text that customer again, when they reply STOP.

What he needs from the Client.

- The link to the Client's review page, for example its Google business profile.
- The customer's mobile number on the booking.

The Client does not need to mark each job as done.

ISLA · sends a service reminder

What she does.

- Sends **one service reminder to a past customer who said yes to reminders**, 21 days before the service interval the Client has set for that work comes round.
- One short text, in the owner's name, naming the work, with a way to opt out. The wording is Qualforge's, and the Client can see it.
- She texts only between 09:00 and 19:00, Monday to Saturday, UK time.
- She does not text a customer who has opted out, who already has a job booked, or who has had a text from Isla in the last ninety days. Where a customer has had a text from another Agent in the last fourteen days, her reminder waits until those fourteen days have passed.
- **A reply goes to Marcus**, who answers it as he answers any reply and can book the job.

What she needs from the Client.

- The service interval, in months, for the work she reminds about. Qualforge suggests one for the Client's trade, and the Client's own figure wins.
- The customer's yes to reminders, which Quinn asks for at the end of a booked call.
- The customer's mobile number.

*Qualforge Client Agreement. 40 clauses, 5 schedules. Version 6.2, 13 October 2026, by Qualforge Ltd, a company registered in Scotland, company number SC888351, incorporated 3 May 2026, registered office 22 Shortlees Crescent, Kilmarnock, KA1 4PR. ICO registration ZC163997. team@qualforge.co.uk. **Schedule 3 is the Qualforge Data Processing Agreement**, issued with this agreement, **and Schedule 5 is the Qualforge Service Description**, set out in full above.*

EXECUTION

Signed for and on behalf of the parties. This page forms part of **Qualforge Client Agreement**. It may be signed on paper or electronically, and either is valid. **An ordinary electronic signature does not make this document self-proving in Scots law**, which means that if it were ever disputed Qualforge would have to prove the signature rather than the court presuming it. Clause 39.7.

.....	Qualforge Ltd	The Client
Name		
Position		
Signature		
Date		