

Functional Fragility Dashboard

Scope statement and licence

VERSION 1.8

Part A. What this is, and what it is not

What it is

The Functional Fragility Dashboard is a self-contained assessment aid. It runs in a web browser on the user's own device. It helps a manager record and read operational fragility across a single business unit: procedures and their review cycles, systems including end-user computing, dated obligations, near misses, key person dependencies, capacity and leave, talent flow, and retention.

It produces a status against thresholds the user sets. Every status is arithmetic applied to figures the user has entered.

How it is supplied

Free of charge. There is no paid version, no premium tier, no upgrade and nothing withheld. What you download is the whole of it.

Nothing is asked for in return. Use it, or do not.

It comes from an individual rather than a company. There is no trading entity, no vendor, no sales function and nothing to onboard. Sophy Merrick wrote and published it in her own name, and that is the whole of the arrangement.

What it is not

It is not regulatory advice, legal advice, or professional advice of any kind.

It is not a risk management framework, and it does not replace one. It does not map to any specific regulation, standard or supervisory expectation, and no claim is made that using it evidences compliance with any obligation.

It is not an approved system of record. Output should not be relied on as the sole basis for a regulatory submission, an attestation, a personnel decision, or any other decision with material consequences.

It does not validate what is entered. Status reflects the accuracy and completeness of the user's own data. An empty dashboard shows no exposure. That is a limitation of the input, not a finding.

It is not monitored, and it does not transmit anything. No data reaches the author or any third party at any time.

Personal data recorded in the tool

The tool records names, roles, dates, performance and potential ratings, leave figures and departure notes. This is personal data.

It does not record, and provides no field for, ethnicity, religion, sexual orientation, gender, age, disability, health, or any other special category data. This is deliberate.

The user is the data controller for everything they enter. The author has no access to it, receives no copy of it, and acts as no kind of processor. Responsibility for lawful basis, transparency to the individuals

concerned, retention, storage security, and the handling of exported files rests entirely with the user and their organisation.

Users are encouraged to consult their own data protection function before recording personal data about identified individuals, and to consider whether performance, potential and departure fields are appropriate in their own context.

Authorship

The design, domain logic, risk thresholds and editorial decisions in this tool are Sophy Merrick's. The code was written by Claude, an AI assistant made by Anthropic, working to that specification. Sophy Merrick is accountable for what the tool does.

No support

This software is supplied without support of any kind.

There is no helpdesk, no service level, no installation assistance, no configuration assistance, no bug fix commitment, no maintenance, no compatibility undertaking, and no obligation to respond to correspondence about it.

Future versions, if any are released, are separate releases. Receipt of this version confers no entitlement to them.

Users who need supported tooling should obtain supported tooling.

Technical requirements

A desktop or laptop computer running Windows or macOS, with a current version of Google Chrome, Microsoft Edge, Mozilla Firefox or Apple Safari.

The downloaded file should be saved locally and opened from the local file system. It may not function when opened from within a document management preview window, and some organisations restrict local scripts by policy.

iPhones and iPads cannot open a downloaded copy. Apple's Files app renders HTML in a preview that does not execute scripts, and offers no route into a browser. Users on those devices, and anyone who would rather not download anything, should use the version published at sophymerrick.com/tools, which runs in the browser and behaves identically. Android devices open the downloaded file without difficulty.

Data is held in the browser's local storage on a single device and in files the user chooses to export. Clearing browser data will remove the working copy. Exported snapshot files are the record.

Part B. Licence

1. Parties and acceptance

This licence is between Sophy Merrick, the author of the Functional Fragility Dashboard, referred to as the Licensor, and any person or organisation who obtains or uses it, referred to as the Licensee.

The Licensor is an individual acting in a personal capacity, not a company or other legal entity.

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- c. incorporate the software or any substantial part of it into a product or service offered to third parties, including consultancy deliverables supplied to clients;
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- e. represent the software as their own work or as the work of their organisation.

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6. Limitation of liability

Nothing in this licence limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be limited or excluded.

Subject to that paragraph, and to the fullest extent permitted by law:

- a. the Licensor is not liable for any loss of profit, loss of business, loss of anticipated savings, loss of or corruption of data, regulatory penalty, censure, enforcement action, reputational harm, employment claim, or any indirect or consequential loss, however arising;
- b. the Licensor's total aggregate liability arising out of or in connection with this licence, whether in contract, tort including negligence, breach of statutory duty or otherwise, is limited to the amount paid by the Licensee for the software, which is nil.

The Licensee acknowledges that the software is an unsupported assessment aid given away without charge, that no consideration passes, that no remedy in damages is offered or implied, that this allocation of risk is the express basis on which the software is made available rather than incidental terms attached to it, and that the Licensee retains sole responsibility for any decision taken by reference to its output.

A Licensee who is unwilling to accept this allocation of risk should not use the software. Nothing obliges anyone to use it, and no one is charged for the choice either way.

7. Data protection within the software

The Licensor does not collect, receive, access, store or process any data entered into the software. No personal data is transmitted to the Licensor or to any third party by the software.

The Licensee is the controller of all personal data they enter and is solely responsible for compliance with applicable data protection law in respect of it. No data processing agreement is required or offered, because no processing is carried out by the Licensor.

This clause concerns data entered into the tool. Separately, no personal data of any kind is collected in order to obtain the software. See Part C.

8. Term

This licence takes effect on download and continues indefinitely, unless terminated by the Licensor for material breach of clause 3. On termination the Licensee must stop using and delete all copies of the software. Data the Licensee has exported remains theirs.

9. General

This licence is the entire agreement between the parties in respect of the software and supersedes any prior discussion or representation.

If any provision is held unenforceable, the remainder continues in effect.

No failure to enforce any provision is a waiver of it.

A person who is not a party to this licence has no right to enforce any of its terms.

10. Governing law

This licence and any dispute arising out of or in connection with it is governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

Part C. Data collected when you obtain this software

None.

No email address, name, organisation or other personal detail is requested or recorded in order to download this software. There is no registration, no account, no mailing list and no payment. Sophy Merrick does not know who has downloaded it.

If a future version is released it will appear at the same download location. The version number is shown in the footer of the tool itself, so you can check what you are running against what is current.

Nothing you enter into the tool leaves your device. See clause 7.

Short form, for the download page

Free. Not a trial, not a limited edition, and there is no paid version behind it. Supplied as is and without support. This is an assessment aid, not regulatory advice, and it does not replace your firm's risk framework. It runs entirely on your own device: nothing is transmitted, and I have no access to anything you enter. No email address or registration is required to download it, and no personal data is collected. You are the controller of any personal data you record in it. Designed and specified by Sophy Merrick, an individual rather than a company; code written by Claude. Full licence included in the download.

Points to put to a solicitor

Three things warrant a professional eye. None is exotic, and an hour should cover all three.

1. **Clause 6(b).** Liability is capped at nil, which is a total exclusion rather than a monetary cap. Total exclusions attract closer scrutiny under the reasonableness test in the Unfair Contract Terms Act 1977 than modest caps do, and if the clause fails there is no fallback figure. The counterargument, deliberately built into the drafting, is that the software is given away, no consideration passes, and the exclusion is the express basis of supply rather than fine print. Confirm whether that is enough, or whether a small nominal floor would be more defensible.
2. **Whether a contract exists at all.** No consideration passes. That may mean the terms operate as a bare licence, a permission that can be withdrawn, rather than as a contract with enforceable obligations on either side. Confirm whether the restrictions in clause 3 are better framed as conditions of the licence grant, so that acting outside them removes the permission and makes the use an infringement of copyright rather than a breach of contract.
3. **Free digital content under consumer law.** Whether any part of the Consumer Rights Act 2015 digital content regime reaches free-standing digital content supplied without any paid element, particularly section 46 on damage caused to a device, is not settled enough to state confidently either way.