



Standard Terms and Conditions

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Before we get started

Before we get started lets define a few terms and phrases that are used throughout this document.

We, Us, Our:	Fluid7 Ltd
You, Your:	Our Client defined as the company or individual that signs Our Proposal and thus commissions Our Solution.
Commencement Date:	The date upon which We begin the delivery of Our Solution as set out in Our Proposal.
Confidential Information:	Trade secrets and also other confidential information with regard to Your business and financial affairs and those of Your clients, customers and suppliers details of which are not in the public domain.
Deliverables:	The description of the key elements We will deliver to meet Your requirements as set out in Our Proposal. The delivery of the Deliverables will be deemed as the completion of Our Proposal.
Deliverable Sign-Off Form:	The form used to establish the completion of each Deliverable.
Designated Contact:	The member of Your staff that takes accountability for Your aspects of Our Proposal and through whom all contact is made between You and Us.
Payment Schedule:	The timing of Your payments to Us for the delivery of Our Solution and the Deliverables as set out in Our Proposal.
Pricing:	Our fees as set out in Our Proposal to You
Proposal:	The document that contains Our understanding of Your requirements, Our Solution to meet Your requirements, the Deliverables, the Price and Payment Schedule. It is Our Proposal that both parties sign to commission the work and in doing so agree to be bound by Our standard Terms and Conditions.
Requirements:	The work you wish Us to deliver to You.
Scope:	This is the definition of the work We will deliver to You
Services:	The action required to fulfil Our Proposal. Inclusive but not limited to, web site design & development, telephone conversations, composing and responding to emails, attending meetings, investigating and solving problems, and working with external developers.
Sign-off Process:	The process of ensuring that Our Deliverables are successfully completed
Site, System:	The web site or online application that is covered by Our Proposal (hardware and software included).
Solution:	The description of the Services that We will deliver to meet Your Requirements as set out in Our Proposal.
Timeline:	The timeframe within which We plan to deliver the Solution to You. This will also include key dates by which any information is required by Us from You.

Our commitment to you

{ 1.0 }

1.1 We value Your business and We strive to deliver great customer care.

1.2 We will work on Our Solution to You, and use all reasonable endeavours to complete the Deliverables to the required standard and in the Timelines We have given in Our Proposal. We will continue to deliver the work in line with these Terms & Conditions unless You terminate Our Proposal in line with clause 8.

1.3 We understand that sometimes the Scope of your Requirements might change. We have based Our Solution on Your Requirements as both You and Us understood them at the point We developed Our Proposal. It's important to Us that the Solution We deliver to You meets Your Requirements so We are happy to review Our Pricing and Timelines should You wish to change the Scope of Your Requirements. Sometimes We may come up against technical challenges which may result in Us having to adapt the delivery of Our Solution. Should this happen We will discuss it with You and agree a way forward which may also alter Our Pricing and Timelines.

1.4 In delivering Our Solution We reserve the right to assign the activities to the most suitable employee or subcontractor. Naturally We will oversee all distribution of work and ensure it meets the quality of service We expect for You. In the interest of maintaining trusting relationships We ask that all work is placed with Us through the appropriate company channels and that Our employees and subcontractors are not approached directly. Should You choose to contact any of Our employees and/or subcontractors with the intent of commissioning work, please be advised that non-solicitation agreements may be in place preventing them from taking work from You that has not been placed directly through Us.

1.5 During Our delivery of Our Solution to You We will not take on any other work that could be considered as a conflict of interest with the work We are delivering for You.

Scope of Services

{ 2.0 }

2.1 The scope of Services that We will deliver to You is set out in the Our Proposal.

2.2 The Sign-off Process for each Deliverable within Our Proposal will be as follows:

- i. With the completion of each Deliverable We will send You a Deliverable Sign-Off Form which will contain the description of the Deliverable as set out in Our Proposal and the supporting information to evidence it is complete.
- ii. The Deliverable Sign-off Form, signed by You must be returned to Us within 5 working days.
- iii. By signing the Deliverable Sign-Off Form You are confirming the successful completion of the Deliverable.
- iv. Any concerns that You have with the successful completion of the Deliverable must be raised to Us in writing within 5 working days otherwise We will deem the Deliverable to have been successfully completed and issue the associated invoice.

How you can help us

{ 3.0 }

We really want to provide the best service possible. There are a few things with which We could do with Your help to ensure things flow smoothly.

3.1 Access to Your site: We have set out in Our Solution any specific requirements to help Us deliver Our Solution to You.

We appreciate that sometimes We may not always have exclusive access to Your site, but We hope that it's reasonable to request that if there are numerous parties involved that We are kept strongly in clear communication with these other parties to ensure We're aware of other developments and changes being made so We can best deliver Our Solution. We also feel it reasonable to assume that We'll not be held responsible for the impact of changes made by third-parties, and that Our ability to support You under these circumstances may impede Our ability to offer You the same level of service that We can offer on changes We're directly responsible for.

3.2 Designated Contact. To deliver Our Proposal efficiently and to ensure that You are in control of the work that is commissioned through Our Proposal, We require You to nominate a key contact within Your organisation as Your Designated Contact. This Designated Contact may vary throughout the life of Our Proposal. Your Designated Contact will be responsible for accepting the Deliverables and agreeing any changes to the scope of Our Solution, so it's important one member from Your organisation is tasked with managing Our Proposal. We appreciate that Your Designated Contact may not have the ability to make the all the decisions relating to Our Solution, however, they will represent the decision makers within Your organisation so in the interest of accountability they must be responsible for accepting Our Solution. We cannot accept any responsibility for any mutually agreed additional scope requests that have been requested by Your Designated Contact using the agreed process which are then questioned at a later date.

3.3 Other elements. To assist Us in delivering the Solution to the agreed Timelines We will need all of the agreed elements supplied to Us in accordance with the dates set out in the Timeline. This is likely to include content, images, product details, and process flow for e-commerce sites.

Payment & invoicing

{ 4.0 }

4.1 The Price and Payment Schedule for the delivery of Our Solution are set out in Our Proposal. All of Our fees are exclusive of VAT which will be charged at the prevailing rate.

4.2 Any reimbursement of expenses incurred during the delivery of Our Solution will be mutually agreed, in advance, by both parties.

4.3 We will submit Our invoices to You, via Your Designated Contact, in line with the Payment Schedule, and all invoices are payable within 30 days unless expressly stated otherwise in the Payment Schedule and on the invoice. Please note that in certain circumstances We will need to have receipt of payment prior to commencing work.

4.4 In the event of late payment We reserve the right to:

- i. Cease delivery of Our Solution until all outstanding payments have been received.
- ii. Charge Your interest; at a rate of 8% above Our bank's base rate from time to time in force; calculated (on a daily basis) from the date of Our invoice until payment; compounded on the first day of each month; and before and after any judgment (unless a court orders otherwise). We may recover (under clause 4.4 iii) the cost of taking legal action to make You pay.
- iii. Indemnity. You are to indemnify Us in full and hold Us harmless from all expenses and liabilities We may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) following any breach by You of any of Your obligations under these terms. This means that You are liable to Us for losses We incur because You do not comply with these terms, for example We will charge You an administration fee where We receive a payment from You which is subsequently not honoured or if We write to remind You that an account is overdue. If We instruct debt collection agents We may also recover from You the fees We incur. Further details regarding these fees are available on request. We may claim those losses from You at any time and if We have to take legal action We will ask the court to make You pay Our legal costs.

4.5 In the unlikely event that both parties disagree with the extent of delivery associated with a particular invoice, the undisputed percentage of the invoice should be paid within the standard payment terms. For example: in accordance with clause 2.2 iv any concern regarding the successful completion of a Deliverable must be submitted in writing to Us within 5 days. Upon receipt of the concern We will mutually agree a plan of action with You for the element of the Deliverable which needs to be addressed. Should that element comprise 20% of the total Deliverable, then 80% of the invoice value should be paid within the standard payment terms.

4.6 Should You experience delays in fully implementing the Solution once We have delivered it We will issue the final invoice within 3 days of Our handover.

4.7 Should You make a decision not to deploy the Solution once We have delivered it all invoices will still be settled in full.

Confidentiality

{ 5.0 }

5.1 For Us to deliver Our Solution to You We will need to understand Your business. We appreciate that for Us to understand Your business it is likely that You will share Confidential Information with Us.

5.2 We agree that during the course of Our delivery of Our Solution We shall not use Your Confidential Information for any purpose other than in the delivery of Our Solution.

5.3 We agree that after the completion of Our Solution We will use Our reasonable endeavours to not disclose or divulge, unless required to do so by law, Your Confidential Information to any person other than to Your employees or officers.

Intellectual Property

{ 6.0 }

6.1 We will provide You with a perpetual licence to use all of the code We will develop for You, for use within Your business, in line with Our Proposal. We operate with an “open source” philosophy, where code We develop for You can be made available to other clients and equally the code We develop for other clients can be used for Our Solution to You. In fact the core of Our Services are built on open source code developed by others, that We’ve built on to develop Your site and services. We will take all reasonable endeavours to ensure that We have the right to use all of the code that We will supply to You under this agreement. If We do need to use non-open source code We will notify You and arrange for You to obtain a licence to use that code. Reciprocally We expect You to undertake reasonable endeavours to protect Us from any breach of Yours or a 3rd party’s intellectual property for any code You provide to Us in order for Us to deliver Our Proposal.

6.2 During the development of Our Solution for You We may need to purchase images for use on Your web site. We are happy to do this on Your behalf and this will form part of Our Solution to You. If We do need to purchase any images We will do so by purchasing a non-exclusive licence for You to use them on Your website. A non-exclusive licence means that other users can also purchase the same images and use them on their marketing material including their web site. Should You wish to have exclusive rights to any images that are to be used in Our Solution You need to make Us aware of this prior to the commencement of Our Proposal, as this is likely to have an impact on the price and timescale of the delivery of Our Solution.

Warranty

{ 7.0 }

7.1 Our Solution is under warranty for 30 days. The scope of that Warranty is as follows:

- i. that Our Solution will operate as specified in the Proposal upon the date of acceptance of Our Solution.
- ii. that Our Solution for You (excluding any third party work) will not infringe any person's Intellectual Property Rights.

7.2 If You demonstrate to Us that Our Solution does not operate as specified in the Proposal during the warranty period following the date of acceptance, We will, for no additional charge, carry out any work necessary in order to rectify the problem.

7.3 You acknowledge that We have designed Our Solution to work with the web browser technologies specified in the Proposal, and that We offer no guarantee that the Website will work with any other web browser technology.

Termination

{ 8.0 }

8.1 We certainly wouldn't want to lose You as a client, but should the need arise to cancel Our Proposal then it may be terminated by either party with a full 30 days written notice. All payments accrued up to the date of termination, including any pro-rated payments for Deliverables that have been partially completed at the point of termination, will be payable.

8.2 We also reserve the right to terminate Our Proposal if You fall into arrears with Your payments as set out in the Payment Schedule and clause 4.

Force majeure

{ 9.0 }

9.1 We understand that sometimes events occur which will prohibit either You or Us from delivering our respective obligations as laid out in Our Proposal. Should these events be "force majeure" then the affected party shall be excused from performance of Our Proposal for so long as such cause of prevention or delay continues. For the purpose of Our Proposal 'force majeure' shall be deemed to arise from or be attributable to acts, events, omissions or accidents beyond the reasonable control of such party and inter alia including, but not limited to the following:

- i. strikes, lockouts or other industrial action;
- ii. civil commotion, riot, invasion, war threat or preparation for war;
- iii. fire, explosion, storm, flood, earthquake, subsidence, epidemic, bad weather or other natural physical disaster;
- iv. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and
- v. political interference with the normal operations.

Law and Jurisdiction

{ 10.0 }

Our Proposal is governed by the laws of England and Wales and the parties submit to the jurisdiction of the Courts of England and Wales.

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