



## **Client Engagement Standard Terms and Conditions**

Within these terms and conditions “We/Us” means “Brian Watson & Co.”, and “You” means a “Client of Brian Watson & Co.”

Unless agreed in writing to the contrary our standard terms of business are as follows:

### **Rates**

Ad hoc work is calculated to be the lesser of the following:

1. Labour is charged at £1.20 per minute subject to a minimum billing of 15 minutes. Over one hour and up to eight hours the rate is £70 per hour for each whole hour and £14 for each 5 minute interval of the partial hour.
2. Daily rates are charged at £500 per day with a day being eight hours of work this rate will apply from one to four days.
3. A week, being five working days of up to eight hours per day is charged at £2,250. This rate will apply from one to three weeks.
4. Four weeks and over are charged at £8,000 per four weeks and the pro rata rate for any fractional part.

### **Additional Charges**

1. Any materials, hire of facilities, travel and other such costs required to fulfil the work duty will be mutually agreed in advance.
2. Charges relating to hosting differ greatly depending upon the material to be hosted and demand this will place on the server and so each case must be quoted separately.

### **Terms of Payment**

1. You will pay for and hardware we supply before installation.
2. You agree that any pre-packaged Software will be paid for in full prior to the seal being broken on the pack.
3. Bespoke solutions shall be payable in three instalments. 1/3<sup>rd</sup> at start of project, 1/3<sup>rd</sup> when the project is delivered to you for testing and the remaining 1/3<sup>rd</sup> plus any extra charges agreed during the development within 30 days of completion.
4. Should you cancel a contract after work has begun, including (but not limited to) development, training courses, hire of facilities and consultancy projects, and providing that you have accepted the proposed cost of the work and cancellation occurs after the agreed start date the full agreed cost of the project will remain payable.
5. If cancellation occurs up to and including 10 working days before the scheduled start date, we reserve the right to charge up to 50% of the contract value.
6. If cancelled or postponed less than 10 working days before the scheduled start date reserve the right to charge up to 90% of the contract value.



### ***Timescale***

1. A quotation shall remain valid for 28 days
2. At the commencement of a project we shall prepare a specification to be agreed with you. We shall confirm an estimated timescale for the project and allocate time and personnel to ensure the project is delivered on time and within budget.
3. Once a project is underway if we make suggestions to improve the design we will advise you of any increased cost and revised estimated time to complete.
4. We shall exercise reasonable efforts to accommodate your requests for changes to the design at such times during build process where such changes are practicable.
5. If your request involves significant changes to the design we shall ensure you are made aware of the possible effects on the project, including but not restricted to:
6. The effect upon the original schedule for completion.
7. Whether it may be best to abort the project and start afresh.
8. Such other factors as we believe to be relevant.
9. If we need to wait for you to reach a decision work on the project might be halted which will have an effect on the deliverable date and possibly cost even if the decision is to proceed to the original plan.

### ***Client Material***

1. Any content or images that you require used within the solution must be supplied in a suitable digital format. All existing artwork you wish used in the solution will need to be viewed to ascertain its suitability. Additional costs may be necessary if your material is unsuitable.

### ***Intellectual Property Rights***

2. IPR does not pass to you because any code we write could be used as the foundations to other solutions. The contractual price will include a royalty free license to use our IPR within any solution we build for you. If you later sell your business then that license is transferable on the same terms.

### ***Disputes***

3. It is deemed that any contract between us and you is governed by the laws of Scotland. As such the Scottish Courts will have jurisdiction in resolving any dispute which arise between us. and you.
4. We operate in Glasgow and so Glasgow Sheriff Court will typically have jurisdiction.
5. Glasgow Sheriff Court have operated an experimental process to handle commercial actions. Actions which were identified by the Sheriff Clerks as being of a commercial nature were referred to four designated commercial Sheriffs who may at an early stage in the action invite the parties to a preliminary hearing precisely with a view to assisting in the focusing of issues and in identifying whether or not there are any legal or factual issues central to the case which might be separated out at an early stage and dealt with by way of debate or in some cases preliminary proof before answer. There are as yet no formal rules regulating the new commercial cause. New rules for commercial procedure were laid out in chapter 40 of the Ordinary Rules of the Sheriff Court Ordinary Procedure and the Sheriff Court Ordinary Cause Rules (1993)
6. If available any disputes will be resolved through the Glasgow Sheriff Court commercial action procedure.