



Terms and Conditions – DKNS Associates Limited

Definitions

Provider: DKNS Associates Limited, Registered in England No 06697653, Registered Office: Enterprise House, 5 Roundwood Lane, Harpenden, Hertfordshire AL5 3BW, or any subcontractor engaged by the Provider as part of the Project.

Project: the product or service being supplied under the scope of a particular proposal, quotation, or specification.

Client: the individual or company for whom the Project is being delivered. In the case of a Company, and in the event of any dispute or change in personnel, the client is assumed to be the Company (as registered at Companies House) and not an individual employee.

Proposal: the agreed project specification and scope, set out by the Provider and agreed by the Client.

Alterations

The Provider reserves the right to alter or amend these Terms and Conditions for an individual project, by agreement with the client. Such variances will be set out clearly in the Proposal, and will supersede these standard Terms and Conditions.

Acceptance of the proposal, and payment of the initial invoice, implies understanding and acceptance of the Terms and Conditions, whether project-specific or standard.

Proposals

The provider will supply a complete proposal setting out the scope for the Project, and the work that will be carried out. All proposals will be provided with a copy of the prevailing Terms and Conditions, including any variances that may have been agreed.

Costs quoted in a Proposal will remain valid for a period of 30 days from the date of the Proposal, after which the Provider reserves the right to amend them.

Costs may be presented in a number of ways:

Fixed Price Project Cost

This is the normal approach taken by the Provider, and is a fixed fee that encompasses delivery of the Project as outlined in the Proposal. The price will not vary as long as the scope of the Project does not change.

In the event of a new requirement being raised by the Client, the Provider will assess the impact of that requirement, and reserves the right to make an additional charge, although minor requirements are normally absorbed into the project cost. If a price is not agreed to prior to the additional work being completed, the work will be charged for at the supplier's full hourly rate.

Time-based Project Cost

The Provider will give the Client an informed estimate of the time needed to complete a



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Project, and work will be undertaken on the basis that days and hours will be invoiced for as they are worked.

Although the Provider will make every effort to be accurate with the estimate of time required, the Client will understand and accept that, owing to uncertainties and unforeseen issues, there may be some variance.

Project Timescales

The Proposal will contain a broad overview of the anticipated timescale. It will not normally set out specific dates beyond those for major milestones, and delivery points.

The Provider will not normally set out specific dates for the work to be carried out on, unless collaboration with the Client, or members of the Client's staff is required, in which case dates can be agreed as the project progresses.

Because of the nature of system development, any timescales set out by the Provider cover the estimated development time from the Provider's perspective only, and are reliant upon a degree of input from the Client. For example, delays may occur if:

- The Client makes changes to the specification or scope;
- The Client fails to respond to communications;
- The Client is unable to complete testing or feedback within the allotted timescale;
- The Client fails to provide data or information in a timely fashion.

In the event that the Provider has under-estimated the time required based on incomplete or incorrect information supplied by the Client, then the Provider reserves the right to amend both timescales and Project costs in line with the impact on the Project.

Any delay or under-estimation of timescales caused by the Provider will be remedied at the cost of the Provider, and every effort will be made to adhere to the milestones in the Proposal.

Testing and Feedback

As the Project progresses, the provider will supply versioned copies of the system under development. These 'beta' versions will contain various elements that the Client needs to test and provide feedback for.

The provider will raise specific questions where clarification or feedback is required, and will provide a date (agreed with the Client) for when that feedback needs to be received in order to adhere to the project timescales. Typically, the timescales will allow a week for such feedback.

The Client is expected to provide:

- An overview of the business logic – is the system doing what is required?
- A clear description of any 'bugs' or unexpected behaviour, including screenshots if possible, and an indication of what was being done when the problem occurred.
- An outline of any changes or new requirements that have arisen as a result of the testing.



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The Provider accepts no responsibility for loss of, or damage to, the Client's data or information caused by using a test version of the software in a live situation. The versions are provided for testing purposes only, and no warranty is implied.

Typically such test versions will be numbered 0.xx, and the Client is advised that versions numbered in this way are not to be used as live software. All live versions will be numbered 1.x or 2.x etc.

Client Delays

Further to the above, the Client accepts that any date set out by the Provider and agreed with the Client as a deadline for feedback or testing is a milestone that the Provider has set in order to be able to respond to the feedback, and that time will have been allocated in the Provider's schedule to process the response and carry out the next phase of work. (See Testing and Feedback below)

The Client undertakes to inform the Provider with as much notice as possible in the event that feedback will not be available at the allotted time, to allow the Provider to reschedule, and set another date.

If the Client misses such a milestone without notice, for whatever reason, then the Client accepts that the Provider may have other work scheduled, and that a delay in the Project timescales may therefore occur.

Although the Provider will make every effort to fit in with such delays, it is not always possible. In such situations, a new date will be allocated that is available in the Provider's calendar, and the Client will be advised of that date.

Cancellations

The Provider recognises that business requirements change, and occasionally it is necessary to cancel a Project once it has begun.

In these situations, the Provider and the Client will negotiate a reasonable compromise, allowing the Provider to recover costs for work carried out over and above what may already have been invoiced and paid for.

At a minimum, the Provider would require payment of the initial invoice (see Payment Terms below).

Working onsite

Normally, the Provider will carry out the bulk of the work remotely, with regular meetings with the client being arranged at appropriate intervals. Such meetings are included within the costs given in the Proposal.

If regular onsite work is required, then the Provider reserves the right to charge for travel, accommodation and subsistence, at a reasonable level. These costs will be invoiced over and above the fees of the Project, and copies of receipts will be provided along with the invoices.



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Payment Terms

Specific terms are dependent upon the size of the Project and will be set out in the Proposal.

Standard terms are as follows:

Project value (net of VAT) under and including £750

Payment in full in advance

Project value (net of VAT) in excess of £750 and under and including £2,500

50% in advance

40% at a key implementation milestone (agreed in advance)

10% at implementation

Project value (net of VAT) in excess of £2,500

Terms by individual arrangement, but normally 30% in advance, followed by agreed phased payments, such as 30%, 30%, 10%

Payment may be made to the Provider by BACS or electronic transfer. The Provider is unable to accept card payments, and payments made by cheque may result in a delay in commencing work until the Provider can verify that funds have cleared.

If, for any reason, payment is made from an overseas account, it is the responsibility of the Client to endure that the amount received by the Provider is in full settlement of the invoice, and that no liability for costs or bank charges falls on the Provider.

All invoices raised by the Provider will be subject to VAT at the prevailing rate. All costs quoted in the Proposal will be net of VAT.

Delivery and Support

When the process of testing has been completed and the implementation milestone is reached, the Client will be asked to sign off the Project.

It is commonly a difficult stage to pinpoint in a Project, so the Provider offers the following assurances in order to give the Client confidence that signing off the Project does not mean that the Provider will provide no further support.

At the signing off stage, the final implementation payment falls due, and the support stage is started, as set out below.

Bugs and system errors

Although it is hoped that testing uncovers the majority of such issues, there are always unanticipated user actions that can cause problems.

Any bugs uncovered within one year of the Project being signed off will be corrected by the Provider in a timely fashion, and at no cost to the Client if the bug is a result of an error or omission by the Provider.



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Any bug caused by misuse of the system by a user (including entering invalid data), or the result of a requirement that was not fully catered for, may be subject to additional costs, by agreement between the Provider and the Client.

The Provider reserves the right to charge at a standard hourly rate for investigative work to establish the cause of a problem in the event that it is a previously unstated requirement.

System Modifications

For a period of sixty days from the signing off of the Project, and in addition to the correction of any bugs or errors, the Provider undertakes to make minor modifications at the request of the Client.

Such modifications may include moving controls or buttons, or small changes to form layouts; modifying text or the names of fields; changing design elements like logos or colours; or other such modifications to the look and feel of the system.

This free period of modifications does not include changes to the system logic, or data structures, or any element that changes in any way the original Project specification.

Copyright

The Provider takes the approach that software written for the Client becomes the property of the Client upon full and final payment of any amounts due.

This means that the Client is free to engage other parties in the future, who may wish to modify the software, and no restriction will be placed on this being done. No source code will be retained, and the software provided will not be 'locked' in any way, except for standard user security, in which case an unlocked version will be provided to the Client separately.

This clause applies only to work carried out by the Provider, and to code written by the Provider which may be modified or re-used by the Client freely. It does not apply to any copyrights or licensing requirements that may exist in the software itself.

Insurance

The Provider holds Professional Indemnity Insurance in the amount of £500,000.

These Terms and Conditions are current as at 03 November 2016, and supersede any earlier versions.