

Terms and Conditions

This agreement is made between Michael Unwalla trading as TechScribe (the *Supplier*), 24 Spooner Road, Sheffield S10 5BN and the *Client* specified in the attached Letter of Agreement.

The purpose of the agreement is to ensure that both parties know their roles, rights and responsibilities, and to ensure that the project is successfully completed to the satisfaction of both parties. Both parties are expected to perform their duties conscientiously and in a professional manner.

The Term, Services, Charges, Subject Matter Expert (SME) and any Special Terms and Conditions are specified in the accompanying Letter of Agreement.

The parties agree:

1. Basis of Documentation

The Client will provide the Supplier with a copy of the software at the start of the project. The documentation will be based on this. Changes to the software will incur additional costs.

2. Access to Information

- a. The Supplier requires access to one Subject Matter Expert who can answer questions in a timely manner. The SME is specified in the accompanying Letter of Agreement.
- b. The Supplier will work with other members of the Client's team as suggested by the SME, but ultimate responsibility for the accuracy of information given to the Supplier lies with the SME.

3. Provision of Software

- a. The Supplier warrants to Client that any software that the Supplier owns and uses for the preparation of the documentation will be a legal copy. The Supplier will indemnify the Client in respect of any breach of this warranty.
- b. If the Client provides any software for the Supplier to use, then Client warrants that software will be a legal copy. The Client will indemnify the Supplier in respect of any breach of this warranty.

4. Provision of Equipment

- a. The Supplier will provide his own general purpose computing and office equipment required for the production of the documentation.
- b. If specialist equipment is required, then the Supplier may require that this be provided by the Client for the duration of the project.

5. Approval of Deliverable Items

To ensure the documentation conforms to the Client's expectations and that the documentation is accurate, the Client is required at various stages of the documentation life cycle to formally approve the deliverable items that are produced (these are specified in the Letter of Agreement).

- a. The Supplier will provide a draft of the item to be approved.
- b. The Client will evaluate the draft in a timely manner and will provide the Supplier with a list of required changes.
- c. The Supplier will make the modifications that the Client requires (unless this compromises the usability or general quality of the documentation) and will provide the Client with this new version.
- d. Following any modifications, the Client will do one of the following:
 - i. Formally approve the deliverable item in which case it passes to the next stage. Approval can be either on paper or by email.
 - ii. Ask for a further re-working, which will be at the Client's expense (unless any necessary re-working is due to the Supplier's error).

6. Errors and Omissions

All completed documentation must be checked carefully by the Client. Whilst utmost care is taken in the preparation of documentation, no liability can be accepted for errors or omissions. Payment of the final invoice indicates that the Client has performed this check.

7. Additional Charges

- a. In addition to the Charges specified in the accompanying Letter of Agreement, the Client will pay the Supplier at the agreed hourly rate for the following:
 - i. Additional work required by the Client which is outside the scope of the documentation as defined in the Letter of Agreement.
 - ii. Changes to the documentation which are required as a result of changes to the software functionality or structure.
 - iii. Changes to documentation at the request of the Client after a deliverable item has been approved (see section 5, "Approval of Deliverable Items").
- b. There are no charges for normal office consumables, phone calls, printing of drafts and other small items.

8. Timely Disclosure

- a. If the Supplier has any reason to believe that the documentation cannot be finished on time, he will inform the Client as soon as is reasonably practical.
- b. If the Client is in any way unsatisfied with the progress or quality of the Supplier's work, or if the software changes, the Client will inform the Supplier as soon as is reasonably practical.

9. Early Termination

- a. Either party may terminate the contract at any time if the other party fails to meet its obligations specified in these terms and conditions. In such case, prior to termination, the innocent party will inform the other party in writing that it is not meeting the agreed obligations and that if this is not rectified within five working days, the innocent party will terminate the agreement.
- b. If the Client is the innocent party, then following this notice, the Supplier will rectify the matter without expense to the Client.

- c. If the Supplier is the innocent party, then following this notice, the Supplier will not spend time on the project. If the matter is rectified, and the Supplier continues to work on the project, the Supplier will not be liable for any delays to the provision of the documentation.
- d. If termination proceeds
 - i. Full payment must be made immediately for any invoices already submitted.
 - ii. Any other work done (excepting that carried out under clause b), whether or not this is complete, must also be paid for. This will be charged at the standard hourly rate, as specified in the Letter of Agreement. The Supplier will invoice the Client after notification of termination, and this must be paid immediately.

10. Confidentiality

All information supplied by either party to the other will be treated in strictest confidence.

11. Copyright

- a. On final payment, copyright of the documentation that relates solely to the Client’s software is automatically transferred to the Client. Prior to this, copyright is retained by the Supplier.
- b. Once copyright is transferred, the Client is entitled to make changes to the documentation, provided that the changed documentation is not attributed to the Supplier.
- c. The Supplier retains copyright of all documentation that relates to publicly obtainable products or information that resides in the public domain.

12. Intellectual Property

- a. Any discoveries, inventions or other intellectual property that relate solely to the product will be the property of the Client.
- b. Any other intellectual property will reside with the Supplier.

13. Law

This agreement is governed by the laws of England.

14. Circumstances beyond Control

Neither the Client nor the Supplier shall be held responsible for circumstances beyond their reasonable control.

Signed for and on behalf of the Supplier.

Signed for and on behalf of the Client.

Date: _____

Date: _____