

Customer project work - General conditions of business

These important terms apply to projects taken on by ocProducts ("we", "us", "our"), and are designed to protect us from unplanned costs, and to explain what we need our customers ("you") to do. They also detail our commitment to you, although the primary document detailing our commitment to you on a project is the separate proposal/estimate/quote document we will have custom-prepared for you.

ocProducts are a friendly, flexible company- but we need to formalise these things for our protection, and so ocProducts can ensure that you know everything needed upfront to make sure your website production is a success - that it goes smoothly, and there are no nasty surprises.

Please read through all the terms very carefully. This is not just standard legalise, it explains:

- **what our quotes cover. Our fixed quotes are for a set of pre-determined activities, and *nothing* unplanned - it is essential all required work, including training or consultancy requirements, is specified to us in complete/unambiguous detail before ocProducts can finalise a quote and begin work. ocProducts recommend client's plan a reserve/contingency fund in case they forget to specify things in advance, or weren't able to specify them in enough detail for the original quote to be fairly calculated or for work to be correctly implemented first-time-around. Likewise, ocProducts recommend client's take into account that our proposed schedules can not necessarily stretch indefinitely, so contingency in schedule is also recommended.**
- **our production process, and the parameters in which amends can be requested.**

Acceptance of a quote legally implies acceptance of all terms in this proposal/quote

If changes are required to our terms to match your own situation (such as not being able to provide a thorough specification in advance, or needing us to be able to work on extra unplanned work without it being scheduled in advance), it is important ocProducts are told before work begins and the quote is finalised. ocProducts would then adjust the quote and our schedules to match your needs.

ocProducts will provide reasonable reminders if terms are not followed. The client is liable to the direct project management cost incurred by ocProducts if any of the terms are repeatedly not adhered to by the client, and any costs that stem from unplanned design and development work. ocProducts upholds the right to consider the agreement broken if there are repeated violations, in which case the client would be liable to pay in full for the outstanding time/costs spent fulfilling the agreement.

If ocProducts does not meet its contractual responsibilities after reasonable attempt to resolve issues, the agreement can be considered broken. A refund would be due to the client if the project was fully cancelled, although the refund would only apply against the specific work-set the failure happened with. For example, a failure to deliver an agreed portion of extra development would not result in a refund on prior development.

a) Your quote:

1. A quote is valid for when it is given, but hourly rates and tax status can change over time, so may need to be reviewed if the work is not immediately approved.
2. ocProducts may not be able to start development immediately. A quote does not imply immediate availability, and timing will need to be discussed separately.
3. If a project is cancelled mid-way by the client, the client will need to pay for the proportion of work done, and also for reasonable project management costs.
4. Analysis and design, and time spent communicating, may be included in the estimation of the number of hours involved (project management / account management costs).

b) Intellectual property:

1. The copyright to all new **features** becomes property of ocProducts Limited (only software features, not design work, copy, or other materials), unless otherwise agreed; customers should expect that features become available for all users in future versions of Composr. ocProducts are unlikely to do a code-based project under other terms to avoid restricting our ability to release certain features that ocProducts might have planned to be working on anyway.

c) Communication and project management:

1. Customers should be fluent in English. ocProducts cannot be held responsible for any mistakes that may be made due to language barriers that obscure clarity.
2. Ongoing discussions are usually carried out by e-mail, however if the customer desires regular phone contact, it should be requested in advance, so that ocProducts can make sure your needs are met. It is likely the ocProducts staff member managing the project is located in the UK, so depending on your location, time zone differences and international call costs could become a factor.
3. The ocProducts staff member is likely to work 9.30am until 5pm, Monday to Friday (although particular hours are not guaranteed). This is likely to be in the UK time-zone. Customers

should not expect to be able to reach them outside these hours. If there is a major problem a customer's website, the customer may need to close down the website temporarily: ocProducts will try and respond if ocProducts happen to be on-line outside our work hours, but ocProducts can not make any guarantees or take responsibility for the day to day operation of customers' websites. Please be aware ocProducts can discuss payment/maintenance plans that do include offer 24x7 support, but it is not provided as-standard.

4. ocProducts will often summarise an expected development schedule, however unless ocProducts agree in advance, no such schedule will be binding. Unless agreed in advance, ocProducts will not be subject to a customer's own proposed/internal schedule.
5. ocProducts will keep customers informed of progress of development. This will usually be in the form of an e-mail every 5 working days, explaining what work has been completed, and if appropriate, explanations of future expectancy.
6. ocProducts will give a time-frame to how long ocProducts believe features will take to develop, but this quote will not include time taken fixing bugs or re-factoring code to fit changing requirements (for example, when a customer realises they need additional features, or features are not sufficient). ocProducts will not be responsible for compensating for delays from a customer side. If customer-side delays lead to scheduled production time windows being passed ocProducts cannot guarantee ocProducts can immediately reschedule a new time window.
7. During the development of features, the customer is not the sole employer of ocProducts staff members. It is very likely the staff member has multiple customer commitments and Composr-development commitments. Generally you should not expected to receive responses in less than one business day.
8. If a customer intends to be involved *deeply* with the design process (i.e. creating diagrams for us to implement against), it is necessary that ocProducts are informed of this at an early juncture. If the design will add new requirements (as explained per some of the terms above) the design should happen before a quote is agreed and before ocProducts begins any development; otherwise ocProducts must be kept fully abreast of what designs are to be done by the customer and when they will be sent, so ocProducts can make sure that our own work is kept consistent and thus avoid having to back-track.

d) The Composr software:

1. If upgrading costs have not explicitly been quoted-for customers may require extra paid help if customers wish to upgrade to a future version of Composr. New developed features can potentially interfere with the normal upgrade process.
2. ocProducts can make no guarantee to the ability of the customer to understand and operate the Composr software on a site redevelopment level - some features are complex and may be best operated by appropriate experienced and skilled professionals. It is up to the customer to determine they have appropriate staffing to use the software.
3. Other than explaining the operation of **new** features, ocProducts staff will not provide direct support for usage of other areas of Composr, unless this is included in the quote. Unless otherwise agreed, explanation of how to reconfigure customised functionality (different parameters, appearance, arrangements, permissions, etc) is not covered. It is expected that the customer will either agree support time as a part of the development contract, have a separate support contract, or review the appropriate sections of documentation themselves and use the community forum for support.
4. If ocProducts has to spend time to fix problems caused by post-deployment mis-configurations of Composr by the customer it may incur a cost.

e) Scope (i.e. what ocProducts are being paid to do):

1. The quote will be based on a list of features required for development (unless it has been explicitly agreed that the contract is for an overall solution), and other expected work. The customer will need to agree to a list and a quote before development can proceed. If it turns out the agreed list was insufficient (even if a missing feature is obvious from the customer point of view, it may well not be from ours, because ocProducts do not necessarily have the insight into how features will be used), an additional round of (paid) work will be required. This additional round may be immediate, but it may also be based on our availability. This round will not delay the due date for any phased payments. If ocProducts propose payments based on site launch dates, these payments would need to be brought forward if launch is delayed by circumstances outside ocProduct's control. It is the customer's responsibility to consider in advance the possibility of having backup funds in case any work was for any reason missed from the original specification.
2. The customer should assume that ocProducts intend to implement any specified feature in the easiest (from our perspective) way consistent with how it is described to us, so long as the implementation is of a reasonable inherent quality. Therefore it is essential that any key details are explained in advance, so that ocProducts can build them into our quote; if ocProducts are not able to do this, they won't be considered covered by the quote.

Example: if ocProducts are asked to include information on a site about something, ocProducts might assume it would all be put on one page, and thus our quote would not cover implementation across multiple pages.

Example: if ocProducts are only asked to place news on a home page, more complex requirements such as placing different news categories in different tabs of a news box would not be covered.

Example: ocProducts would assume Composr's standard breadcrumb functionality is sufficient unless given information indicating otherwise, so any breadcrumb navigation system inconsistent with Composr's standard would not be covered by the quote. This applies to other standard Composr features.

3. If our quote includes a design phase, this usually will not include a 'blank canvas' design of every individual screen, each with its own custom-made graphics. Usually the "global layout" and "home page" are given very major consideration, and then further screens are either layed-out as-per Composr defaults or by using type-setting techniques (procedural layout using titles, standard boxes, floated images, and paragraphs).
4. The project will not include changes to existing Composr features unless those changes have been explicitly included in the quote. If the customer has not tested the Composr features to make sure they are appropriate, they should expect that additional (paid) work may be required.

f) Phases and the production process:

1. If you require any extra steps in the production process it is necessary to say so before a quote is agreed. For example, if you need multiple demo update phases due to having a tiered internal review process then this will incur a cost and thus ocProducts must factor it in.
2. The overall production process will consist of a number of phases. For expediency wherever possible ocProducts expect that feedback for a phase will be collated and given in bulk at the first review, and subsequent rounds of feedback will iterate only on feedback from a prior review. If contradictory amends are requested at different times, ocProducts may charge extra to accommodate them.
3. It is important that once a phase is finished it has been reviewed and all feedback has been acted on. If it becomes necessary to go back and make changes after a phase has been agreed-on then this may be covered by the quote.

4. Payment should be carried out in the instalments explained in this proposal. Unscheduled delays (including charged scope extensions or process changes) from the side of the customer will not result in delays in the paying of instalments if ocProducts has fulfilled its commitments to the best of its ability considering the stated delays. Payment must be within 2 weeks of notice of its due time or before its due time (whichever is later). If payment is not made in time it is automatically liable to UK statutory interest (8% per annum). If payment is not made within 6 weeks ocProducts has the right to pursue the unagreed debt through any legal means, and the cost for the full debt collection process will also be owed.

g) Our responsibilities, and bugs:

1. ocProducts will program all features in the agreed list to a high standard (as consistent with applicable scope), and provide the customer with those features.
2. ocProducts will make a fair attempt at ensuring the features integrate well into a customer web site, by packaging up files with instructions, answering questions, or deploying the files ourselves. Any work ocProducts need to do needs to be consistent with scope, so if complexities or requirements have not been described to us, or special training requirements expressed, then there may be additional costs.
3. Some bugs should be anticipated, as with computer software even the slightest mistake may lead to bugs. Remember that our software is nearing a million lines of articulate detail. Any bugs that have been fully explained to us will be corrected within 5 working days, unless the bug is particularly difficult to correct (in which case, it may take longer), or if a large number of bugs are sent at once, or if the bug was caused by the customer or somebody else other than ocProducts. Approximately, a bug is a flaw that leads to malfunction: a missing or misunderstood feature is rarely considered a bug. Fixing of problems found more than a month after launch will usually be charged for. This only covers bugs in new functionality. Others bugs found in Composr after the contract is fulfilled are not covered, as Composr is free software and ocProducts can't take on the per-customer cost of maintaining separate installations unless this is specifically covered in the agreement; this applies even if application of the bug fixes requires work done by a programmer due to conflicts with other customised code - ocProducts can provide the service but ocProducts do need to charge for it as it does consume our time (bear in mind a Composr site is a great cost saver because it is free, but that also means ocProducts do need to cover our costs somehow when ocProducts maintain it).
4. ocProducts sometimes cannot fix bugs that have not been fully explained to us; if ocProducts are not given reasonable descriptions of problems such that ocProducts can reproduce them ourselves, then ocProducts may not be able to fix the problems. For example, if there was a problem with the search system, ocProducts would expect a description of the exact search

parameters entered and a description of something specific that was erroneously missing from the result: only with this information could ocProducts diagnose the problem. Much like a doctor or a police officer, ocProducts need symptoms or evidence to be able to solve something. In rare cases ocProducts ask our customers to record 'screencasts' so that ocProducts can see a problem in greater detail.

5. ocProducts are not responsible for problems outside the scope of our work, such as hardware or network problems, corrupted web browser installs, or faulty beta software. ocProducts can only attempt to fix them if paid appropriately and given sufficient access.
6. ocProducts will make the website work in modern web browsers - it won't work on all old ones. If the browser landscape changes during or after development, or customer changes cause new compatibility problems or break our browser-bug workarounds (which may be based on assumption of some functionality being left alone), then this is not covered.
7. ocProducts cannot guarantee that Composr, or direct deliverables, will be free from patent claims, and can not be held responsible for claims made against a customer. ocProducts will not knowingly violate patents, but ocProducts do not conduct patent searches as-standard. If you would like us to conduct searches on your behalf it is important to let us know so ocProducts can factor this into your quote.
8. ocProducts disclaims all liability to incidental or consequential damages which arise from the work carried out or agreed to be carried out. ocProducts do not offer any legal warranty beyond our agreement to fix bugs within a specified time frame. ocProducts cannot be held liable for any court or solicitor fees, or be considered liable for damages/claims/costs/fees/expenses in any court case made against the customer. No indemnity is provided.

h) Partnerships on projects

1. If ocProducts propose, or agree to, another company providing a part of your solution, and it is structured so that you have a separate agreement for that company to deliver to you as their customer, then ocProducts are not responsible for that part of the solution. If they make a mistake, it will not affect our own payment schedule.
2. Any partnerships you may have, for example with investors, banks, or your own customers, will not alter your responsibility to meet our payment schedule. Our agreement is with you directly and not your own partners/customers.

If you want to discuss any of these terms, please get in contact. In some cases ocProducts can tailor them to meet your requirements, although the quote may need to change in this case.

The next part of this proposal explains in more detail some of the conditions already described in this document, and how we can establish the best working relationship to ensure your success. It is not contractual.

Ensuring things go to plan

At ocProducts we consider it vital to the success of a project to stress the importance of making sure our proposal is accurate and complete.

To help you understand the importance of this and avoid potential pitfalls, this section provides some examples of situations where things could not be covered.

To avoid these situations it is critical that you study the proposal you will receive (or have received) in detail to make sure it fully covers what you are expecting. All web development companies that provide upfront quotes need to apply these kinds of working practices, but few are as clear as we are about the process you need to go through as a customer to ensure you get the website you are looking for. Most web developers have a very shallow process of making claims about great creativity, down-to-earth English, and low prices/discounts, whilst failing to provide a solid framework for helping your business venture succeed; we distance ourselves from this kind of selling.

We have the expertise and capacity to help guide you through all these issues with great care. This is made a lot easier for us if you can help foster the right kind of environment where we can provide a strong consultancy service:

- avoid making tight deadlines that require development to start within a matter of weeks (there is a need for proper planning, plus any good company will be booked up for a period and need to schedule in advance)
- avoid putting us in a competitive bidding process against many other companies if:
 - there's no chance to engage with you in detail before making a proposal/quote
 - there's a lot of 'spec work' to be a bid to be considered in comparison to the value of the contract
- provide good access for us to you or your staff to properly consult
- allocate an appropriate budget to the project that allows for proper care, planning, quality of work, and scope of development
- provide executive flexibility in your process so that we can respond to changes or lessons

So if you'd like to go through things in far greater detail with us in line with the above, please talk to us about it and we'll move ahead in this capacity.

Situations we can't cover in our quotes:

Requests that were made by e-mail, mentioned on the phone, or written in briefs, that did not come to be reflected in our proposal

Why ocProducts needs to have this term:

- in a team environment it is very hard to determine or recall the full context of what was said in these cases, and often early discussions can be misunderstood on either end
- in order to meet a budget we may have had to work with you to adjust the requirements to match that budget; together we may identify new requirements and find other ones are not so important, or could be delayed to another phase of work

Examples (these do not relate to your project or any of our past projects, we send these to all customers as examples):

- a brief mentioned users logging in using their Facebook account, but we did not cover this in the proposal because we realised that it could not be met in your budget once we realised that a bespoke search system was needed but not originally considered
- on the phone it was asked if we could make the site show up on search engines, and we said we could, but we did not agree that detailed SEO ("search engine optimisation") would be part of the proposal and quote already agreed to

Ambiguous functionality

Why ocProducts needs to have this term:

- we're not always good mind-readers so we may not always fully see the complexity or nature of requirements that aren't explained clearly, and in some cases are likely to associate them with what we know it commonly to mean or have done on past projects; in many cases we are able to pick up on ambiguity, but it is not always practically possible for us

Examples (these do not relate to your project or any of our past projects, we send these to all customers as examples):

- on the phone it was mentioned that users should be able to submit new content to your gallery site, so we allow users to submit new images, videos, and news posts - but it was not clear that the following detail was required:
 - automatic conversion of any video format to web video formats
 - providing download links to the images in a variety of different sizes
 - news posts could be voted up and down by other users, to determine what is shown on the front page
 - users would be allowed to add new website pages and an administrator could choose to approve their linking onto the website navigation
- it was requested that the site be secure, and we took this to mean we should use our standard secure programming practices, but the customer meant that login forms should show the 'padlock' icon in the web browser (which requires specialist hosting, and purchase and set-up of something called an 'SSL certificate')

Marketing goals mentioned in briefs are not contractual unless we clearly say otherwise in our proposal

Why ocProducts needs to have this term:

- as we are not a business advice company, we can't do much in-depth study of your business model and market to ensure that your targets are realistic
- most business ventures take a lot of ongoing work and investment to be successful, as lessons are learnt and business models are tweaked; success is not usually immediate for any new business venture, although we will work very hard within our agreed role and scope to make you wildly successful
- the full success of your website comes from a partnership of hard-work between both yourself and your web developers

Examples (these do not relate to your project or any of our past projects, we send these to all customers as examples):

- it is mentioned in a brief that the website should receive 200 visitors per day within a month of going live
- it is mentioned on the phone that the website should show on the first page of Google for the search phrase 'tables Cheltenham'
- it is mentioned in an email that the company board plan to increase website sales by 40%

Implied functionality or scope

Why ocProducts needs to have this term:

- we are often under considerable time-pressure, budget pressure, or have not always had the opportunity to have the full in-depth discussions that would be ideal in a perfect world (sometimes this would be days of planning and meetings) needed to study examples sent to us; we don't usually miss much, but sometimes things that are subtle in a design could lead to days or weeks of extra work
- established websites were often developed with enormous budgets, invested by an established business, by venture capital, or by a start-up team working around the clock for a prolonged development period

Examples (these do not relate to your project or any of our past projects, we send these to all customers as examples):

- a design sent to us shows thumbnails on a navigation screen and another screen shows the same image, but bigger; the thumbnail isn't just a smaller image, but it is cropped differently; we see this just as an unintentional design remnant, and the customer does not explicitly mention it but expects a sophisticated thumbnail cropping interface to be provided rather than just normal automatic thumbnail generation
- a design sent to us shows a special offer banner on the right of a page, and we propose to implement it into the final website; the customer does not mention or realise that they need a very user-friendly feature where their staff can change/remove/substitute such offers without involving the web designer
- *Any project will have examples of this problem, of varying levels of obviousness – hence the need to very carefully consider these issues in advance*

Support or infrastructure that somebody could assume as an industry standard, without discussing

Why ocProducts needs to have this term:

- everybody has a different definition of standard, and budgets and quality in the industry vary wildly. We will work with you and your budget to come up with our best proposal, but we can't always cover everything for every budget
- for most websites we are working in an area of business we are not familiar with. We are experts in websites, but not every business domain

Examples (these do not relate to your project or any of our past projects, we send these to all customers as examples):

- the customer wants buttons on the website to allow each piece of content to be shared on Facebook, but this is not covered in the proposal
- the customer asks for a forum on the website, and news, and expects but does not mention upfront that each user should be able to have their own blog
- websites in a particular industry usually contain a webcam, but we are not aware of this and it's not explained to us
- the customer expects each news article to also be provided automatically as a PDF file
- the customer expects the website articles to print without the website menu or footer showing

Scope of design out of sync to budget

Why ocProducts needs to have this term:

- as a rule of thumb, it takes about 12 hours of design and implementation work to create a high-fidelity page design, so for each custom page that is given design consideration it is necessary to budget for it; most websites give significant design time to the overall layout, and to the home page, and often some other key pages, but other pages use standard layouts based on out-of-the-box functionality or basic document layout

Examples (these do not relate to your project or any of our past projects, we send these to all customers as examples):

- A website with a search system is designed and implemented to a high standard, but the layout of the search results, would not normally be custom designed for each project
- A website with a forum is implemented, but we would not normally implement a new set of emoticons or icons

- A website is implemented to a high standard but unless agreed no specific mobile phone layouts would be developed (most modern mobile phones can access normal websites, but sometimes websites have mobile versions that are better optimised, which comes at a high development cost)

Service level requirements not agreed in advance

Why ocProducts needs to have this term:

- service level requirements vary considerably from business to business, and affect our cost substantially (and therefore, the budget); we have a standard high level of service, but we can provide higher service levels by arrangement

Examples (these do not relate to your project or any of our past projects, we send these to all customers as examples):

- the customer assumes that the website can serve 100,000 visitors in an hour, after gaining the opportunity for some TV exposure, but this requires specialist hosting, planning, and a great deal of website optimisation care
- the website provides functionality that supports a telesales business and must have extremely low downtime, but this requires special hosting, monitoring, and a very fast support service
- the website owner needs to be able to contact us outside normal working hours, but does not have a support arrangement for this
- the website owner requires ongoing phone support for use of the content management system

To summarise, we must stress we are mature and honest in our approach, in order to give you the highest possibility of success. We hope that our explanations make sense to you and help you plan towards this success too.

There are a prevalence of rogue companies in the web development industry who throw around deceptive prices and promises. It is easy to be fooled, and virtually any search for web developers on Google will find many of these companies towards the top of the results (they get there by churning fast and cheap in a rough & ready fashion, or they are run as fly-by-night operations). We are not one of these irresponsible companies.

Declarations

("I" refers to the customer)

I have already secured funds to pay for the whole project, and am not initiating it based on projected earnings or outstanding funding applications. I understand that ocProducts recommends securing a contingency budget of a significant percentage of the quote, to cover possible work considered important that was not originally specified and other unforeseen costs.

I understand that ocProducts prepares and undertakes the risk in fixed-quote project only to a fixed and explicit set of requirements; that anything implied in particular interpretations of terminology, or subtleties within given designs or examples, or specific industry terminology not understood by lay people, or given with ambiguity, or unstated soft requirements in behavioural design, or by reference to what is common on other websites, or mentioned casually outside the proposal, will not be covered in the quote.

I understand that it is in my best interest to not advertise the launch of the website prior to having a personal feeling for it's completeness, as most projects have a period of unforeseen extra work and bug fixes that can take a variable length of time to complete.

I understand that future revisions to already-agreed designs or behaviours will be charged for, unless otherwise agreed.

I understand that the most visited websites on the Internet (for example, Facebook, Youtube) often have at least tens of millions of dollars invested in just their technical development, and therefore that these are not comparable for fidelity/scope on lower budgets unless the written proposal clearly and unambiguously states as such. In other words, I understand that comparable fidelity/scope must be for a comparable modern website for similar budget.

I understand that if payments are not paid on deadline, statutory interest will be due and the agreement will have been broken.

I understand that if I directly or indirectly hold up the agreed production schedule such as to delay production progress or launch, the payments must still be made to the original schedule regardless of the state of completion of held up elements or dependencies thereof, and regardless that this increases my perceived risk/leverage.

I understand that the level of user testing is only as specified in the proposal, which is usually commensurable to budget. For example, ocProducts would not be able to run a series of user-experience testing sessions, or special-needs testing, if not budgeted for.

I understand that when using a software product like Composr to avoid 'reinventing the wheel' (and hence reducing project costs substantially), that the trade-off is that design attention can not be given to standard designs and behaviours (e.g. how a sign up form looks) unless it is stated as a requirement to do so, and that support/training can not be given for all the software features unless budgeted.

I agree to all other clauses in these conditions.