



InFact Contract

Monday, 15 January 2018

Contract prepared for:
Mandy Taylor
Lancashire Women's
Centre
Contract prepared by:
InFact Digital Co-op

InFact Co-op
14 Palmers road
E2 0SY
London
United Kingdom

www.infactcoop.com
infact.coop@gmail.com

Between **InFact Digital Coop** and you **Mandy Taylor** on behalf of **Lancashire Women's Centre**.

Summary:

We always do our best to fulfil your needs and meet your expectations, but it's important to have things written down so that we all know:

- what's what
- who should do what and when, and
- what will happen if something goes wrong.

In this contract you won't find any complicated legal terms or long passages of unreadable text. We have no desire to trick you into signing something that you might later regret. What we do want is what's best for both parties, now and in the future.

So in short;

You **Lancashire Women's Centre** is hiring us **InFact Digital Coop**, located at **Founders & Coders** to design a web site/application for the estimated price of **£3000/sprint**.

The length of this engagement will be for **10 days** of work, between **Monday 15th January 2018** and **Friday 26th January 2018** as outlined in our previous correspondence. Of course it's a little more complicated, but we'll get to that.

What do both parties agree to do?

You: You have the authority to enter into this contract on behalf of yourself, your company or your organisation. You'll give us everything we need to complete the project as and when we need it, in the appropriate format. You'll review our work, provide feedback and approval in a timely manner also. Deadlines work two ways, so you'll be bound by the dates we set together. You agree to stick to the payment schedule set out at the end of this contract.

Us: We have the experience and ability to do everything we will formally agree with you in our **project proposal** and **planning sessions** before the start of the sprint. We will do it all in a **professional** and **timely** manner. We will endeavour to meet every deadline that's set and on top of that we will **maintain the confidentiality** of everything you give to us.

Getting down to the nitty gritty

Deliverables

Subject to the terms in this agreement we agree to carry out the scope of works set out in the Project proposal which includes the **minimum schedule of deliverables**. This we will set together before we begin working together and iteratively before the start of every sprint.

Design

We create designs and flexible layouts that adapt to the capabilities of many devices and screen sizes. We create designs iteratively and use predominantly design softwares like Sketch, Invision and Framer.

We may use static visuals to indicate a look-and-feel direction (colour, texture and typography.) We call that 'design atmosphere.'

You'll have two or more weekly opportunities to review our work and provide feedback. If, at any stage, you're not happy with the direction our work is taking, you have the option of cancelling the contract. In this case you will pay us in full for everything we have produced up until that point.

Code

We write code to create the product as will be described in the **minimum schedule of deliverables**. We use a variety of languages that we choose based on your unique requirements and what we believe to be the best choice.

You will be able to contribute to our priorities through communication and issues on GitHub. If, at any stage, you're not happy with the direction our work is taking, you have the option of cancelling the contract. In this case you will pay us in full for everything we have produced up until that point.

Text content

We are not responsible for writing or inputting any text copy. If you'd like us to write new content or input text for you, we can provide a separate estimate for that.

Photographs

You should supply graphic files in an editable, vector digital format. You should supply photographs in a high resolution digital format. If you choose to buy stock photographs, we can suggest stock libraries. If you'd like us to search for photographs for you, we can provide a separate estimate for that.

Browser testing

Browser testing no longer means attempting to make a website look the same in browsers of different capabilities or on devices with different size screens. It does mean ensuring that a person's experience of a design should be appropriate to the capabilities of a browser or device.

Technical support

We are not a website hosting company so we don't offer support for website hosting, email or other services relating to hosting. You may already have professional hosting and you might even manage that hosting in-house; if you do, great. If you don't, we can set up an account for you at one of our preferred hosting providers. We can set up your site on a server, plus any statistics software such as Google Analytics and we can provide a separate estimate for that. Then, the updates to, and management of that server will be up to you.

Changes and revisions

We know from experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your earliest ideas. We don't want to limit your ability to change your mind. The price at the beginning of this contract is based on the length of time we estimate we will need to accomplish everything you've told us you want to achieve, but we are happy to be flexible. If you want to change your mind or add anything new, that won't be a problem but we will provide a separate estimate for that.

If there is a case where a design is not accepted, we allow for **2 rounds of design amends per sprint (two weeks)**, providing that feedback is provided within 7 days of the delivery date.

Ownership

The software will be developed on a public repository hosted on GitHub, unless the client requests otherwise and provides a privately-hosted repository for that purpose.

After successful completion, you may retain, for the purposes of support or development, one or more of us, by mutual agreement and subject to availability, at the rates or pay outlined in the **schedule of payments**.

Tax

For HMRC purposes, we are fully responsible for all our own tax, including payment of any VAT, income tax and national insurance contributions, arising from carrying out these services.

The listed costs in our proposal do not include VAT.

Bugs

A 'bug' is an agreed deliverable that is not working as described in the **minimum schedule of deliverables**. This does not include changes to the specification or features not defined in the original schedule.

You can, of course, expect any reported bugs to be fixed before the balance of payment is made. For us to fix the bugs, they must be reported to us within 7 days of the delivery of the work.

If a bug is preventing users from using the application as agreed it will be addressed within 24 hours. Otherwise, bugs will be addressed within 7 days of being reported.

Legal stuff

We can't guarantee that our work will be error-free and so we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them. Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

Phew.

Copyrights

First, you guarantee that all elements of text, images or other artwork you provide are either owned by your good selves, or that you've permission to use them.

Then, when your final payment has cleared, copyright will be automatically assigned as follows:

You'll own the visual elements that I create for this project. We will give you source files and finished files and you should keep them somewhere safe as we are not required to keep a copy. You own all elements of text, images and data you provided, unless someone else owns them.

We will own the unique combination of these elements that constitutes a complete design and we will license that you, exclusively and in perpetuity for

this project only, unless we agree otherwise. I can provide a separate estimate for that.

We love to show off our work and share what we have learned with other people, so we reserve the right, with your permission, to display and link to your project as part of our agency portfolio and to write about it on websites, in magazine articles and in books.

Payments

We are sure you understand how important it is for us as a small agency that you pay the invoices that we send you promptly. As we are also sure you'll want to stay friends, you agree to stick tight to the following payment schedule:

50% of the agreed price in advance and 50% on completion, 14 days after scheduled handover day, as outlined in the schedule of payments.

But where's all the horrible small print?

Just like a parking ticket, you can't transfer this contract to anyone else without my permission. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of [English and Welsh] courts.

[continue to next page]

The dotted line

Signed by and on behalf of **InFact**

.....

Signed by and on behalf of **Lancashire Women's Centre**

.....

Date **Monday, 15 January 2018**

Everyone should sign above and keep a copy for their records.

The logo for InFact, featuring the word 'InFact' in a stylized, outlined font. The 'I' and 'F' are connected, and the 'a' and 'c' are also connected. The 't' is separate and has a small crossbar.