Professional Issues

Graded Unit

Niall Ferguson

city of glagow college

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## **Statement** of Work

The following Statement of Work to be agreed by the parties under this Agreement in respect of any Services requested by Lidiflu Ltd where applicable and agreed by the parties:

Niall Ferguson

&

Lidiflu Ltd

This Statement of Work is entered into between Lidiflu Ltd and Niall Ferguson and is made on the terms of the Agreement for, software design and development services (the “Agreement”) agreed between the parties as of 5th March 2013. The terms of the Agreement are incorporated into this Statement of Work in full, subject to any express modifications contained in Schedule 1 to this Statement of Work.

Niall Ferguson shall deliver the task as set out in Section A2 to deliver the requirements specified in Section A3 in order to achieve in accordance with the Work Break Down Structure (as set out in Section A1).

### 

|  |  |
| --- | --- |
| **Vendor:** Niall Ferguson | |
| **Client:** Lidiflu Ltd  **Client Address:**  Lanarkshire | Purchase Order Number:  Project Manager:  Originator's Name:  Priority (*High/Medium/Low*):  Date Raised:  Date Statement Required:  Client Request: YES (*delete one*) |

### Section A1 - Background

Lidiflu Ltd are a Lanarkshire based company, with additional premises in Birmingham. They provide complete mechanical instrument solutions for the renewables industry.

Lidiflu have a very out-dated static website and would the website redesigned and developed into an e-commerce version so that they can sell their lower value products online and target more customers.

They require an up-to-date standards compliant, SEO optimised e-commerce website. This would give the company a greater marketing and promotion advantage by allowing marketing of their company and products to a much wider geographic area. They have a simple logo which must be used.

### Section A2 - Work Breakdown Estimate

|  |  |  |
| --- | --- | --- |
|  | **Days** | **Cost** |
| Design |  |  |
| Website and Phone App | 20 | £300.00 |
| **Total** | **20** | £300.00 |
| Development |  |  |
| Website and Phone App | 45 | £320.00 |
| **Total** | **35** | £320.00 |
| Delivery |  |  |
| Website and Phone App | 20 | £185.00 |
| **Total** | **10** | £185.00 |
| Total Time / Cost | 85 | **£805.0005.00** |

### Section A3 - Objectives of the Requirements

To create an e-commerce website and mobile phone app that fulfils the requirements as set out by the brief and subsequent communications with Lidiful Ltd. The website is required to:

* 1. Sell engineering products for the windmill industry
  2. Allow customers to login, save details, purchase goods and services online
  3. Book maintenance of windmills online
  4. Show information about the weather(wind speed) on the site
     1. If it’s very windy display advertisement for maintenance of windmills
  5. Display gallery of windy places
  6. Display twitter feed
  7. Login as customer
  8. Login as owner
  9. Access current database for products to be displayed for sale
  10. Add/remove products to the products database
  11. Store customer information for repeat business in database

### Section A4 - Key Delivery & Payment Milestones

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Key Milestone Description | Percentage of Total Fixed charge | Charges Due | Start | Expected Delivery & Statement of Worked Acceptance Dates |
| 1 | Deposit | 50% | £400.00 | 05/03/13 | N/A |
| 2 | Prototype of Website | 5% | £20.25 | 05/03/2013 | 24/03/13 |
| 3 | Prototype of Phone App | 5% | £20.25 | 05/03/2013 | 24/03/13 |
| 4 | Development Stage 1 Website | 20% | £80.00 | 25/03/13 | 12/04/13 |
| 5 | Development Stage 2 Website | 15% | £60.75 | 12/04/13 | 07/06/13 |
| 6 | Development Stage 1 Phone | 10% | £40.50 | 25/03/13 | 12/04/13 |
| 7 | Development Stage 2 Phone | 10% | £40.50 | 12/04/13 | 07/06/13 |
| 8 | Final Release Website | 15% | £60.75 | 09/06/13 | 09/06/13 |
| 9 | Final Release Phone App | 15% | £60.75 | 09/06/13 | 09/06/13 |

### Section A5 - Charges/Key Project Staff

1. **Charges**

As detailed in the Sections A1, A2,A3,A4 the fixed price charge for the development of the System and the release to production of the Software will not exceed :-

**Fixed Fee = £805.00 excl VAT**

This sum will be payable in accordance with the achievement and acceptance of the software /services by Lidiflu.

However, additional charges can occur through changes authorised by Lidiflu Ltd and will be charged at the rate of £50 per hour excluding VAT.

**SIGNED BY**

**SIGNED BY**

for and on behalf of

**Niall Ferguson**

in the presence of:

for and on behalf of

**Lidiflu Ltd**

in the presence of:

## Contract

Client Information:  
LidiFlu Ltd

#### 1. Authorization

The above-named Client (hereinafter referred to as "Client") is engaging Niall Ferguson as an independent contractor for the specific purpose of designing a World Wide Web site (herein after referred to as "Web Design Project") to be published on the Client's account on an Internet Service Provider (ISP)/Web Presence Provider (WPP) computer, herein after refer to as "Hosting Service", or provided on diskette or CD at the Client's option. The Client hereby authorizes Niall Ferguson to access this account, and authorizes the Hosting Service to provides Niall Ferguson, with "full access" to the Client's account, and any other programs needed for this Web Design Project that are included as part of the Client's service agreement/level. If the Client does not have a Hosting Service and/or Domain Name, then the Client hereby authorizes Niall Ferguson to purchase these services on behalf of the Client. The ownership and responsibility of the Hosting Service and/or Domain Name belongs to the Client and the Client will hold harmless, protect, and defend Niall Ferguson and its subcontractors from any claim, suit, penalty, tax, fine, penalty, or tariff arising from the Client's exercise. The Client also authorizes Niall Ferguson to submit the completed Web Design Project to major Web Search Engines.

#### 2. Development

This Web Design Project will be developed according to the following specifications:

* Compatibility - Designing a web site to fully work in multiple browsers (and browser versions) can require considerable extra effort. It could also involve creating multiple versions of code/pages. Niall Ferguson represents and warrants that the web site we design for you will work in:
  + Microsoft Internet Explorer versions 5 and up
  + Mozilla Firefox
  + Safari
* Creation of mobile phone app to work on Windows Phone 7 platform
* Images - Niall Ferguson expects that any images provided by the Client for the web site will be of high quality. Niall Ferguson agrees to make minor corrections to Client-provided images. Niall Ferguson does not provide photographic services.

#### 3. Assignment of Web Design Project

Niall Ferguson reserves the right, and you hereby agree, to assign subcontractors to this Web Design Project to insure that the terms of this agreement are met as well as on-time completion.

#### 4. Copyrights and Trademarks

The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Niall Ferguson for inclusion in the Web Design Project are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend Niall Ferguson and its subcontractors from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

#### 5. Web Site Maintenance

This agreement allows for minor web site maintenance to pages your web site for a period of one month after full payment, including updating links and making minor changes to a sentence or paragraph. It does not include replacing major portions of text on a page, major page reconstruction, new pages, new images, navigation structure changes, repairs of attempted updates by Client. This service is available from the date the Client's web site is available to be published to Client's hosting service. Major page code and/or graphics changes and additions will be charged at the normal hourly rates.

#### 6. Completion Date

Niall Ferguson and the Client must work together to complete the Web Design Project in a timely manner (as detailed in section A2 of statement of work). We agree to work expeditiously to complete the Web Design Project in accordance to the work breakdown Estimate (statement of work section A2) after Client has submitted all necessary materials. If the Client does not supply Niall Ferguson with complete text and graphics content for this Web Design Project within 45 days of the effective date of this agreement, the entire deposit amount of the agreement shall be retained by Niall Ferguson as liquidated damages and the contract shall become null and void, at Niall Ferguson's option, unless the Web Design Project is cancelled in writing by the Client prior to 45 days of the effective date of the agreement.

#### 7. Project Delivery

The final web site design project will be published to the Client's hosting service upon receipt of final payment or delivered via CD upon the receipt of full payment. The Client agrees to select a hosting service which allows Niall Ferguson full access to the Client's account via FTP (File Transfer Protocol). If the Client chooses to use his/her own hosting service, the Client will be solely responsible for any and all hosting service charges. If the Client chooses a Niall Ferguson web package that includes web hosting, Niall Ferguson will be responsible for hosting services charges for a period one year.

* Publishing by Niall Ferguson;  
  There is no charge to publish the site if the hosting service is UNIX based. Niall Ferguson charges at its then hourly rate for the effort involved to resolve whatever problems may arise.
* Delivery via CD:  
  The Client assumes all responsibility for the use and functionality of the Web Design Project. The Client will provide to Niall Ferguson a CD or other form of media of any images he/she wishes to be included on the website.

#### 8. Electronic Commerce Laws

The Client agrees that the Client is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the Web Design Project or any other services contemplated herein, and will hold harmless, protect, and defend Niall Ferguson and its subcontractors from any claim, suit, penalty, tax, fine, penalty, or tariff arising from the Client's exercise of Internet electronic commerce and/or any failure to comply with any such laws, taxes, and tariffs.

#### 9. Web Design Project Copyright

Copyright to the finished web design site produced by Niall Ferguson will be owned by the Client. The Client will assume all ownership of the Web Design Project, once final payment under this agreement and any additional charges incurred have been paid. Niall Ferguson and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios. All Web Design Projects will contain a copyright/legal statement with a link to Niall Ferguson.

#### 10. Payment Schedule

Payment for services provided hereby shall be made in accordance with the conditions contained in this contract and the Package Price, attached hereto (see Statement of Work Section A4) and made a part of this agreement hereof. Notwithstanding any prices listed in literature or on Web pages, the Client and Niall Ferguson agree that the services described in this contract, and the Package Price, shall be completed for £805.00. The Client agrees to pay to Niall Ferguson an initial, non-refundable deposit of £400.00 upon execution of this agreement. Final payment is due prior to publication and/or delivery of the Web Site Design Project. All amounts must be in British Pounds.

#### 11. Payments

Payments must be made promptly based on the terms of this Web Site Design Project. Niall Ferguson reserves the right to remove any Web Design Project from viewing on the Internet until final payment is made (as detailed in section A4 of statement of work). In case collection proves necessary, the Client agrees to pay all fees (including all attorney's fees and court costs) incurred by that process. This agreement becomes effective only when signed by Niall Ferguson. Furthermore, the Client waives any right to or claim of sovereign immunity. All payments will be made in British Pounds.

#### 12. Legal Notice

Notwithstanding anything to the contrary contained in this contract, neither Niall Ferguson nor any of its employees or agents, warrant that the functions contained in the Web Design Project will be uninterrupted or error-free. The entire risk as to the quality and performance of the Web Design Project is with the Client. In no event will Niall Ferguson be liable to the Client or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, the Hosting Service or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate this Web Design Project, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, your or your site visitor's computer or Internet software, even if Niall Ferguson has been advised of the possibility of such damages.

#### 13. This Agreement

This agreement constitutes the sole agreement between Niall Ferguson and the Client regarding this Web Design Project. Any additional work not specified in this contract or any other amendment or modification to this contract must be authorized by a written request signed by both Client and Niall Ferguson. All prices specified in this contract will be honoured for 6 months after both parties sign this contract. Continued services after that time will require a new agreement.

The undersigned hereby agree to the terms, conditions and stipulations of this agreement on behalf of his or her organization or business.

This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

AGREED TO:

Client

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name:  
Title:  
Address:  
Phone:  
Duly Authorized

Niall Ferguson

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Lidiflu Ltd   
Its Authorized Representative

## Disclaimers

### Photo/Image Disclaimer

*All Photos used on* Lidiflu Ltd *website are not necessarily owned by us. The site uses freely available photos from Internet search engines, most particularly google and yahoo.*

*We do not claim any ownership of these photos, all rights to these photos belong to their respective owners.*

*Photos are never used for making direct profit through distribution under our brand name or by selling to a third party, and are only used for viewing on the web.*

*If you see an image that belongs to you and want credit or want the image removed, please feel free to info@ferguson.com*

## CV

See attached

## Legal Issues

### The Equality Act

The equality act 2010 is an act of that governs and forms the basis of anti-discrimination law in Great Britain. Its main purpose was to consolidate numerous Acts and Regulations such as the Equal Pay Act 1970, the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995, into a single Act.[[1]](#footnote-2)

The Disability Discrimination Act made it unlawful to discriminate against people in respect of their disabilities in relation to employment, the provision of goods and services, education and transport.

The act also requires service providers to the make “reasonable adjustments” to be made when providing access to goods, facilities, services and premises.

### Data Protection Act 1998

The Data Protection Act 1998 defines the law on the processing of data on identifiable living people and is the main piece of legislation governing the protection of personal data in the UK[[2]](#footnote-3). It was enacted to bring UK law into line with the European Directive of 1995. The data protection act, in most cases, does not apply to domestic use, but anyone holding or processing personal data for any other use is subject to comply with the Act. The Act defines eight data protection principles these principles require that personal information is:[[3]](#footnote-4)

1. Processed fairly and lawfully
2. Processed for limited purposes
3. Adequate, relevant and not excessive
4. Accurate and up to date
5. Not kept for longer than is necessary
6. Processed in line with the rights of individuals
7. Secure
8. Not transferred to other countries without adequate protection

### Data Protection Directive

The data protection directive is a European Union directive which regulates the processing of personal data within the European Union.

***“***Personaldatais defined as "any information relating to an identified or identifiable natural person ("data subject"); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity;"”[[4]](#footnote-5)

Personal data should not be processed at all, except when certain conditions are met. These conditions fall into three categories: transparency, legitimate purpose and proportionality.

### Legal Issues and Lidiflu Ltd website

It is essential to highlight the Equality Act in relation to the Lidiflu Ltd website, as it states in UK law that you have a legal responsibility to not discriminate against people with disabilities. As such you must make all reasonable adjustments to the site to allow easy access to those individuals which means that accessibility issues must be taken into account in the creation of any new layouts and pages.

In addition, both the Data Protection Act and the European Data Protection Directive are enforceable laws which govern the processing and storage of information on individuals. This has implication on any information that has been gathered regarding customers, as well as employees, as it must be stored safely and adhere to the principles of the Act.

1. http://en.wikipedia.org/wiki/Equality\_Act\_2010 [↑](#footnote-ref-2)
2. http://en.wikipedia.org/wiki/Data\_Protection\_Act\_1998 [↑](#footnote-ref-3)
3. http://www.ico.gov.uk/for\_organisations/data\_protection/the\_guide/the\_principles.aspx [↑](#footnote-ref-4)
4. http://www.european-council.europa.eu/legal-notice [↑](#footnote-ref-5)