SCOTT RILEY LTD. CONTRACT

Contractor: Scott Riley Ltd (as Scott Riley)

Client: Client Name

Contact email: hugs@scott.is

Date sent: 11th June 2018

SUMMARY

I will always do my best to fulfill your needs and meet your goals, but sometimes it is best to have a few simple things written down so that we both know what is what, who should do what, and what happens if stuff goes wrong. In this contract you won't find complicated legal terms or large passages of unreadable text. I have no desire to trick you into signing something that you might later regret. I do want what's best for the safety of both parties, now and in the future.

IN SHORT

You, [Client], are hiring me, Scott Riley, on a contractor basis, to work on the following, client-provided statement of work:

> *Design and develop a Progressive Web App that allows cats to get taxis from anywhere in the world. Just like Uber. But for cats.*

This will be delivered within a project budget estimated as follows:

Ethnographic Research and Research Documentation 1 Week £2,500

Wireframes & Early-stage Prototyping 2 weeks £5,000

Interface Design & Final Prototype (Figma) 3 weeks £7,500

Development of React + Redux PWA 6 weeks £15,000

Resulting in a total project estimate of **£30,000 +** VAT.

PAYMENT TERMS

My payment terms are set based on the estimated completion date of project milestones. Once the Project Start Date has been confirmed through the payment and clearance of the project deposit, future payment dates will be due based on the date their associated milestone is estimated to be reached.

Before any work begins, a deposit of £5,000 GBP + VAT will be required. The Project Start Date (referenced throughout this contract) will represent the date this deposit is cleared into the contractor's account; and any further estimates, milestones and payment dates will be referenced in relation to this start date.

On or before the estimated completion date of Milestone 1 *Wireframes & Early-stage Prototyping*, a further payment of £7,500 GBP + VAT will become due. This date is set as *four weeks* after the project start date.

On or before the estimated completion date of Milestone 2 *Interface Design & Final Prototype (Figma)* a payment of £7,500 + VAT will become due. This date is set as *six weeks* after the Project Start Date.

On the estimated completion date of Milestone 3 *Development of React + Redux PWA* a final payment of £15,000 + VAT will become due. This date is set as *twelve weeks* after the Project Start Date.

Upon receipt of final payment, Intellectual Property rights to any non-Open Source code files and design assets will be handed over in full to the client. Until receipt of final payment, I retain all Intellectual Property rights and copyright ownership of applicable materials and assets I create.

Should the project be delayed solely as a result of my actions, payment dates will be adjusted accordingly. Should the project be delayed in any way by the client, payment dates will remain in place.

You accept that the above figures are representations of the estimated time required to complete each phase, and that any changes to this time allocation after this project starts must be discussed and approved in advance.

WHAT DO BOTH PARTIES AGREE TO DO?

As my client or an agent with authority to act on their behalf, you have the power and ability to enter into this contract on behalf of yourself, your company or organization. You agree to provide me with everything that I need to complete the project including text, images and other information as and when I need it, and in the format that I ask for, or a format seen as a reasonable alternative. You agree to review my work, provide feedback and sign-off approval in a timely manner. Deadlines work two ways and you will also be bound by any dates that we set together. You also agree to stick to the payment schedule set out at the start of this contract.

I have the experience and ability to perform the services you need from me and I will carry them out in a professional and timely manner. Along the way I will endeavor to meet all the deadlines set but I can't be responsible for a missed launch date or a deadline if you or your client have been late in supplying materials or have not approved or signed off work on-time at any stage.

On top of this I will also maintain the confidentiality of any information that you give me.

Further, I am insured for Professional Indemnity cover up to £1,000,000 which will extend to this project and any future works that fall under this contract - should your terms require more cover, this can be increased upon my receipt of a separate, written request.

ADDITIONAL WORK

Any additional work needed above and beyond what we have agreed to in this document - and any external statements of work referenced herein - must be accompanied by an additional statement of work, and potentially a separate contract, which I will be happy to provide upon request.

I retain the right to refuse additional work that is not outlined in this document or any external document referenced as a statement of work.

LEGAL STUFF

Although I test extensively, I can't guarantee that the functions contained in any application will always be error-free and so I can't be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this application and any other web pages, even if you have advised of the possibilities of such damages.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Phew.

THE SMALL PRINT

Just like a parking ticket, you cannot transfer this contract to anyone else without our 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.

This contract acts as a means of protecting both parties and outlining our responsibilities as clearly as possible. While I highly doubt there'll be anything but love and joy in our fledgling relationship, sometimes silly or outright bad things happen, if they do, we should both be aware of our responsibilities outlined above.

SIGNATURES