

# Terms & Conditions

G Cloud 10

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**Submitted by: User Vision**

## Contacts details:

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# Terms & Conditions

## Expenses

In addition to our fees, we will charge for any external costs, such as testers' incentive fees, lab room hire, etc. All travel-related costs outside Edinburgh will also be recharged in addition to the fees noted above.

## Appointment

The contents of this document represent the details of the project to be undertaken by User Vision on behalf of, 'the client'. The client hereby engages User Vision to provide the services upon the terms and subject to the conditions of this Project Contract. Any changes to the Project Contract must be agreed in writing and sign-off and acceptance gained.

## Invoices

All invoices shall be paid by the client in full within 30 days of the date of that invoice. All sums hereunder are stated exclusive of Value Added Tax (VAT), which shall be payable in addition by the client. User Vision will be entitled to charge interest at the rate of 4% above the base rate of RBS from time to time on any overdue payments, both before and after judgment.

In consideration of and for the performance by User Vision of its obligations hereunder in carrying out the usability services, the client shall pay to User Vision the charges set out in the Project Contract. User Vision will invoice the sum in full on delivery of the final report at the end of each phase. In addition to the sums payable in accordance with the Project Contract, User Vision will forward invoices to the client on a monthly basis in respect of all reasonable expenses incurred in relation to the project during the previous month (for example incentives and room hire).

## Cancellation and Postponement

Cancellation details	Charge
Cancellation following acceptance of the PC	£2,400
Cancellation or postponement 10 working days prior to the start date of the project	50% of the project fees and all expenses incurred
Cancellation or postponement 5 days prior to the start date of the project	90% of the total project charges and all expenses incurred
Cancellation or postponement at all other times	100% of project charges

## Intellectual property

The client and User Vision agree that the Intellectual Property Rights in the proposal, subsequent Test Plan and the deliverables that relate to the methodology and processes shall be owned (as between the client and User Vision) by User Vision. The IP contained within the data gathered as part of the research shall be owned by the client.

## Publicity

On acceptance and sign off of this Project Contract the client grants User Vision permission to add the client's name to User Vision's client list and to announce the agreement to the press as a contract win.

Following completion of the project, the client grants User Vision permission to carry out PR activity in agreement with the client, describing the project. This will be carried out in agreement with the client. User Vision may wish to publish information about the project on their website or via the media and this will be carried out also in agreement with the client.

User Vision shall have the right to have its name publicly credited and/or attached and/or associated with the usability services provided to the client.

## Warranty

User Vision makes no warranties, whether express, implied, or statutory regarding or relating to the deliverables, or any materials or services furnished or provided to the client under this Contract. User Vision specifically disclaims all implied warranties of quality and fitness for a particular purpose with respect to the deliverables.

### Client Acceptance

Name

Signature

Company

Date

PO Number

Email address of accounts payable

***NB: PO number must be sent by return. We are unable to commence any work until this is provided and cancellation payments will potentially be payable according to our scheduled and agreed timescales.***

***If PO numbers are not used this should also be communicated as soon as possible to prevent any delay in starting the work commissioned.***

