

This agreement is made between Alison Peck, trading as Clearly Stated, of 48 Elm Avenue, Sandiacre, Nottingham, NG10 5EJ and the [Client](#) specified in the Schedule, Letter of Agreement or Purchase Order (the [Schedule](#)).

The Term, Services, Charges, Subject Matter Expert ([SME](#)) and any special Terms and Conditions are specified in the [Schedule](#). The agreement is based on both these Terms and Conditions and the [Schedule](#). Any conversations or examples do not form part of this agreement unless specifically referenced.

Clearly Stated reserves the right to amend these Terms and Conditions at any time: the [Client](#) will be informed of any changes.

The headings within this document are solely provided to assist in navigation and to provide a point of reference. These do not form part of the agreement.

1. Basis of Documentation

The [Client](#) will provide Clearly Stated with a copy of the product (if possible) or a design brief, forming an outline of the requirements, at the start of the project. Changes to the product or the design brief will incur additional costs.

2. Access to Information

Clearly Stated requires access to one [SME](#) (Subject Matter Expert) who can answer questions in a timely manner. The [SME](#) is specified in the accompanying [Schedule](#). Clearly Stated will work with other members of the [Client](#)'s team as suggested by the [SME](#), but responsibility for the accuracy of information given to the [Supplier](#) lies with the [SME](#).

3. Provision of Software

- a) Clearly Stated warrants to the [Client](#) that any software that Clearly Stated owns and uses for the preparation of the documentation will be a legal copy. Clearly Stated will indemnify the [Client](#) in respect of breach of this warranty, to the value of the contract.
- b) If the [Client](#) provides any software for Clearly Stated to use, the [Client](#) warrants that software will be a legal copy. The [Client](#) will indemnify Clearly Stated in respect of any breach of this warranty.

4. Provision of Equipment

- a) Clearly Stated will provide general purpose computing and office equipment required for the production of the documentation.
- b) If specialist equipment is required, then Clearly Stated may require that this be provided by the [Client](#) for the duration of the project.

5. Right of Substitution

Clearly Stated reserves the right to employ suitably qualified and experienced individuals to complete all or part of the services specified in the [Schedule](#). Any substitutes will be paid by Clearly Stated, who will instruct them in the nature of the work at Clearly Stated's expense.

Clearly Stated assumes responsibility for the work carried out by any substitute. Such substitution will only be made with the [Client](#)'s permission, which the [Client](#) must not unreasonably withhold.

6. Approval of Deliverable Items

To ensure the documentation conforms to the [Client](#)'s expectations and that the documentation is accurate, the [Client](#) may be required to formally approve the deliverable items that are produced at various stages of the documentation life cycle. These deliverable items are specified in the accompanying [Schedule](#).

- a) Clearly Stated will provide a draft of the item to be approved.
- b) The [Client](#) will evaluate the draft in a timely manner and will provide Clearly Stated with a list of required changes.



- c) Clearly Stated will make the modifications that the **Client** requires, unless this compromises the usability or general quality of the documentation, and will provide the **Client** with this new version.
- d) Following any modifications, the **Client** will do one of the following:
 - i) Formally approve the deliverable item, in which case it passes to the next stage. Approval may be either on paper or by email.
 - ii) Ask for a further re-working, which will be at the **Client**'s expense (unless any necessary re-working is due to Clearly Stated 's error).

7. Errors and Omissions

All completed documentation must be checked carefully by the **Client**. Whilst utmost care is taken in the preparation of documentation, no liability can be accepted for errors or omissions. Payment of the final invoice indicates that the **Client** has performed this check.

8. Additional Charges

In addition to the charges specified in the accompanying **Schedule**, the **Client** will pay Clearly Stated at the agreed rate, also specified in the **Schedule**, for the following:

- a) Work required by the **Client** that is outside the scope defined in the **Schedule**.
- b) Changes to the documentation that are required as a result of changes to the functionality of the product or its structure or to changes in the design brief.
- c) Changes to documentation at the request of the **Client** after a deliverable item has been approved (see section 5 - Approval of Deliverable Items).

9. Late Payment

Clearly Stated understands and will exercise its statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if payment is not received according to agreed credit terms, specified in the **Schedule**.

10. Timely Disclosure

- a) If Clearly Stated has any reason to believe that the documentation cannot be finished on time, the **Client** will be informed as soon as is reasonably practical.
- b) If the **Client** is in any way unsatisfied with the progress or quality of Clearly Stated's work, or if the product or design brief changes, the **Client** will inform Clearly Stated as soon as is reasonably practical.

11. Early Termination

Either party may terminate the contract at any time if the other party fails to meet its obligations specified in these terms and conditions. In such case, the innocent party will inform the other party in writing that it is not meeting the agreed obligations and that the agreement will be terminated if this is not rectified within five working days.

- a) If Clearly Stated is not meeting its obligations then following this notice Clearly Stated will rectify the matter without expense to the **Client**.
- b) If the **Client** is not meeting its obligations then following this notice Clearly Stated will not spend time on the project. If the matter is rectified and Clearly Stated continues to work on the project, Clearly Stated will not be liable for any delays incurred.
- c) If termination proceeds:
 - i) Full payment must be made immediately for any invoices already submitted.
 - ii) Any other work done (excepting that carried out under clause a) whether or not this is complete, must also be paid for. This will be charged at the standard rate, as specified in the **Schedule**. Clearly Stated will invoice the **Client** after notification of termination and this must be paid immediately.

12. Confidentiality

All information supplied by either party to the other will be treated in strictest confidence.

13. Copyright

- a) On final payment, copyright of the documentation that relates solely to the Client's product or that has been produced solely in response to a design brief is automatically transferred to the Client. Prior to this, copyright is retained by Clearly Stated .
- b) After transfer of copyright, the Client is entitled to make changes to the documentation, provided that the changes are not attributed to Clearly Stated .
- c) Clearly Stated retains copyright of all documentation that relates to publicly obtainable products or information that resides in the public domain.

14. Intellectual Property

- a) Any discoveries, inventions or other intellectual property that relate solely to the product will be the property of the Client.
- b) Any other intellectual property rights will reside with Clearly Stated .

16. Circumstances beyond Control

Neither the Client nor Clearly Stated shall be held responsible for circumstances beyond their reasonable control.

These include, but are not limited to:

- a) Fire, theft and vandalism
- b) The effects of industrial action and serious accidents or incidents
- c) Power failures
- d) Serious illness or accidents involving key personnel
- e) Computer viruses and similar malicious software

This does not absolve either Clearly Stated or the Client from the responsibility of taking reasonable steps to minimise disruption should an incident such as those listed above occur.

15. Law

- a) This agreement is governed by the laws of England.