

Bespoke Software Development Contract

Web Applications, Business Dashboards and Bespoke Platforms · Standard Contract Terms · Samson Web Design Ltd · Version 2.0

How this Contract applies to your Project

This Contract sets out the standard terms on which we design and build bespoke software, including web applications, business dashboards and bespoke platforms. The details specific to your Project, including the Client's name, the scope and sitemap, the platform, the price, the payment option you have chosen, the estimated timescale and the hosting plan after launch, are set out in your Proposal. Wherever this Contract refers to something "stated in the Proposal" or "chosen", it means the option stated in your Proposal or confirmed by you in writing when you accept it.

1. Documents that form this Contract

- 1.1 This Contract consists of: (a) this document; (b) your Proposal; (c) the Specification defined in clause 2; (d) where an instalment option is chosen, the Spread the Cost Schedule; (e) where we host the System, the Hosting, Email and Care Agreement; and (f) our Terms and Conditions published at samsonwebdesign.co.uk/terms ("the Terms").
- 1.2 If there is a conflict, this document prevails, then the Specification, then the Proposal, then the Schedules and Hosting Agreement, then the Terms.
- 1.3 The Client confirms that it is entering into this Contract in the course of business.

2. The Specification

- 2.1 The System will be built to the Specification. The Specification consists of: (a) the functionality described in the Proposal; (b) the working prototype referred to in the Proposal, where one exists, which is the design blueprint for the System; and (c) the written output of the discovery or scoping session, once we have sent it to the Client and the Client has confirmed it by email or has not objected within 5 Business Days.
- 2.2 The Specification describes what the System will do. Where it is silent, we will build what is reasonably implied by it and by the prototype, using our professional judgement. Detailed behaviour not described in the Specification is decided by us, and the Client may request changes under clause 8.
- 2.3 The prototype shows structure, journeys and screens. It is not a pixel-perfect commitment, and the finished System may differ in layout and detail where necessary to make it work properly.
- 2.4 Once the Specification is confirmed, additions or changes are handled under clause 8. Nothing discussed in conversation, in earlier drafts or in the Client's original brief forms part of the Specification unless it is written into it.

3. Price and payment

- 3.1 The price is fixed for the Specification. It does not change because the Client chooses to pay in instalments.
- 3.2 Payment is made according to the option stated in the Proposal:

Option	Payment schedule
Staged	Stage payments and amounts as set out in the Proposal, each invoice payable on receipt, with the first payable on acceptance before work begins
3 / 6 / 12 monthly	Equal monthly instalments by direct debit through GoCardless, the first on acceptance before work begins, then monthly on the

Option	Payment schedule
	same date

- 3.3 Where an instalment option is chosen, the Spread the Cost Schedule applies. Instalments continue on their scheduled dates regardless of progress, including where the Project is paused because we are waiting on the Client, and including after go-live where the instalment period runs beyond it.
- 3.4 Where a staged option is chosen, each stage is invoiced when the corresponding milestone is delivered to the Client's staging environment, not when the Client has finished testing it. The System is not deployed to production until the go-live stage is paid.
- 3.5 All amounts are exclusive of VAT. Monthly hosting under the plan stated in the Proposal is billed separately from go-live.
- 3.6 Third party running costs, including AI model API usage, payment providers, transactional email, SMS, storage, OCR, maps or any other usage-based service, are billed by those providers directly to accounts in the Client's name and are not included in the price. Where we must use our own account during development, we will re-charge usage at cost.

4. How the Project runs

- 4.1 **Discovery.** We confirm the Specification with the Client's named decision maker. Work on the Specification begins once the first payment is received and any material the Proposal says we need (for example documentation packs, data samples, brand assets, approved copy) has been supplied.
- 4.2 **Build.** We build the System on a staging environment the Client can log into throughout. Depending on the delivery method stated in the Proposal, we either deliver at defined milestones or release the System section by section as each part is completed.
- 4.3 **Client testing.** As each milestone or section is released, the Client tests it using realistic scenarios and reports defects through the reporting tool we provide or by email, within 10 Business Days of release. We fix defects and continue. The Client should test with example or anonymised data, not live personal data, until go-live.
- 4.4 **Data and setup.** Unless the Proposal includes data migration, the Client enters its own configuration data (users, courses, products, categories, templates and the like) through the System's admin area as sections are released. Where migration is included, clause 5 applies.
- 4.5 **Training and documentation.** We provide training sessions as stated in the Proposal, and a built-in guide or written handover notes. Additional training is at our hourly rate.
- 4.6 **Go-live.** Once every section has been released and the Client has signed off or Acceptance has occurred under clause 9, and all sums then due are paid, we deploy the System to production, connect live third party accounts and confirm it is operating.
- 4.7 **Post-launch.** For 30 days after go-live we fix defects free of charge. Further development is under clause 11.

5. Data migration

- 5.1 Where the Proposal includes migration of existing data, we migrate it as it exists in the source system in the format and structure we can extract. We are not responsible for errors, gaps, duplicates or inconsistencies in the source data. The Client must check migrated data and report problems within 10 Business Days.
- 5.2 A final migration is run immediately before go-live where stated. The Client must freeze changes in the old system from the point we notify until go-live.

6. Client responsibilities

- 6.1 The Client will: (a) provide a named decision maker with authority to confirm the Specification, approve sections and sign off, and ensure that person is available for review sessions; (b) supply the material listed in the Proposal at commencement; (c) open and own the third party accounts the System needs (for example payment provider, AI model provider, email delivery, SMS) and give us the access keys we need; (d) test each release promptly and report defects clearly, including steps to reproduce; (e) ensure its staff attend training; (f) be responsible for the accuracy of its own data and configuration; and (g) be responsible for its own legal and regulatory obligations in operating the System, including data protection, consumer law and any sector rules.
- 6.2 We do not charge for a Project being paused while we wait for the Client, but the timescale restarts when we receive what we need, remaining work is rescheduled around our other commitments, and instalments continue on their scheduled dates.
- 6.3 Where a Project has been running for more than 6 months beyond its estimated elapsed time because of Client delay, we may review the price of the remaining work and agree any change in writing before continuing.

7. Timescale

- 7.1 The estimated development effort and elapsed time in the Proposal run from the date we receive the first payment and the commencement material. They assume that the Client's decision maker is available and that feedback returns within the periods in clause 4. They are estimates. Time is not of the essence and we are not liable for delay caused by the Client, third parties or events outside our control.

8. Change control

- 8.1 Any request for functionality, screens, integrations, reports, roles, automations or behaviour not in the Specification is a change request. Small requests that arise naturally in testing and can be absorbed within the existing effort may be accepted at our discretion without charge; acceptance of one does not oblige acceptance of another.
- 8.2 For any other change request we will provide a written estimate of effort, price and effect on timescale. Changes are charged at £60 plus VAT per hour in 15 minute intervals or at a fixed price we offer, and are agreed by email before work begins. We will not carry out chargeable work without approval.
- 8.3 We may decline change requests that would undermine the security, integrity or maintainability of the System, or that in our reasonable opinion are better delivered as a separate phase after go-live.
- 8.4 Changes agreed under this clause become part of the Specification.

9. Acceptance

- 9.1 Each milestone or section is accepted when the first of the following happens: (a) the Client confirms acceptance in writing; (b) 10 Business Days pass after release without the Client reporting a defect in writing; (c) the Client starts using the section for its business; or (d) the Client asks us to proceed to go-live.
- 9.2 The System as a whole is accepted at go-live, or when the Client begins using it in production, whichever is earlier.
- 9.3 A defect is a reproducible failure of the System to behave as described in the Specification. Requests for changes, matters of preference, issues caused by the Client's data, configuration or third party accounts, third party service failures, and behaviour the Specification does not describe are not defects.
- 9.4 Defects are classified as: Critical (the System or a core process is unusable with no workaround); Major (a function does not work but a workaround exists); or Minor (cosmetic or low impact). We address Critical

defects as a priority and Major and Minor defects in a reasonable order. The Client may not withhold acceptance or payment for Minor defects, which we will fix within the warranty period.

10. Warranty

10.1 For 30 days from go-live we fix defects as defined in clause 9.3 free of charge, with no limit on number.

10.2 The warranty excludes: new features and changes; defects caused by changes to code, configuration, hosting or third party accounts made by anyone other than us; third party services, APIs, models, libraries or platforms and their changes, outages or deprecations; the Client's data; use of the System outside its intended purpose; and software or browsers released after go-live.

10.3 After the warranty period, defect fixing, security patching and framework updates are covered by the hosting and care plan stated in the Proposal where taken, and otherwise at our hourly rate.

11. Ongoing development and support

11.1 Further development after go-live is charged at £60 plus VAT per hour in 15 minute intervals, with anything substantial estimated in writing before it starts. Where the Proposal offers retained hours, the terms in the Proposal apply.

11.2 Where we host the System, security patching, framework and dependency updates, backups and monitoring are provided under the Hosting, Email and Care Agreement. Where the Client hosts elsewhere, these are the Client's responsibility and we give no security, availability or performance commitments.

12. Third party services and AI

12.1 The System may rely on third party services such as payment providers, AI model providers, email delivery, SMS, maps, storage and APIs. These are provided under their own terms, may change or be withdrawn, and their outputs, availability, pricing and security are outside our control. Where a third party service changes in a way that requires work on the System, that work is chargeable.

12.2 Where the System uses AI models to extract, classify, draft or analyse content, outputs are probabilistic and may contain errors or omissions. The System is designed to support human review, not replace it. The Client is responsible for reviewing AI-generated output before relying on it or sending it to anyone, and we are not liable for decisions, communications or actions taken on the basis of AI output.

13. Security

13.1 We build the System using secure development practices appropriate to its purpose, including server-side access control, hashed credentials, protection against common web vulnerabilities, and the specific measures listed in the Proposal.

13.2 No system can be guaranteed secure. We do not warrant that the System is free of vulnerabilities. Where the Client requires an independent penetration test or security audit, this is arranged and paid for by the Client, and remediation of findings is chargeable unless the finding is a defect under clause 9.3 discovered within the warranty period.

13.3 The Client is responsible for the security of its own users, credentials, devices and third party accounts, and for the lawful operation of the System including data protection obligations as controller.

14. Intellectual property and ownership

14.1 Until the price has been paid in full, including every instalment, all rights in the System and its source code remain ours. The Client has a licence to use the System for its own business while payments are up to date, including after go-live where the instalment period runs beyond it.

- 14.2 On payment in full, ownership of the source code written specifically for the Client for the System transfers to the Client, with no restrictions on future development by the Client or anyone it appoints, and no ongoing licence fees to us.
- 14.3 We retain ownership of, and grant the Client a perpetual, non-exclusive, royalty-free licence to use as part of the System: our reusable code, components, libraries, modules, frameworks, scripts, tools, templates and know-how that we use across projects, and any generic or non client-specific code. We may reuse these in other work. Third party and open source components remain under their own licences.
- 14.4 The Client's data, content and configuration are the Client's at all times and can be exported on request.
- 14.5 On payment in full and on request, we will supply the source code and deployment notes in a standard format. Assistance with deploying it elsewhere is at our hourly rate.
- 14.6 Free prototypes remain ours under clause 5 of the Terms. On payment in full, the prototype's design and screens transfer with the System.
- 14.7 Where the Client wishes to keep the System confidential, we will not show it in our portfolio, but may describe the type of work in general terms without identifying the Client. Otherwise we may show the System in our portfolio and marketing.

15. Confidentiality

- 15.1 Each party will keep the other's confidential information confidential in line with clause 26 of the Terms. Where the Client requires a separate non-disclosure agreement, the parties will sign it before commencement and it will apply alongside this Contract.

16. Cancellation

- 16.1 The Client may cancel by written notice. The first payment or instalment is non-refundable. The Client pays for work done to the date of cancellation, calculated as the greater of the proportion of the Specification completed and our hourly rate for time spent, up to the total price, plus third party costs. No rights in the System or its code pass to the Client unless the full price is paid, and any licence to use it ends.
- 16.2 We may cancel on written notice if the Client fails to pay, is in unremedied breach for 14 days after notice, is abusive, or if the relationship has broken down such that we cannot complete the Project, in which case clause 16.1 applies.
- 16.3 Where the Client has cancelled and wishes to keep the work done to date, it may do so on payment of the full price, at which point clause 14 applies.

17. Liability

- 17.1 Our total liability under this Contract is limited to the price paid for the Project. We are not liable for loss of profit, revenue, business, contracts, data beyond restoration of the most recent backup, or goodwill, for regulatory fines, for losses arising from AI output, third party services or security breaches, or for any indirect or consequential loss, as set out in clause 28 of the Terms. Nothing limits liability that cannot lawfully be limited.

18. General

- 18.1 This Contract together with the documents in clause 1 is the entire agreement. Variations must be in writing. This Contract is governed by the law of England and Wales.

19. Acceptance

- 19.1 This Contract is published at samsonwebdesign.co.uk/contracts and is sent to the Client with the Proposal. It does not need to be signed.

- 19.2 The Client accepts this Contract, the Proposal, the Terms and any applicable Schedules and Hosting Agreement by whichever of the following happens first: (a) confirming acceptance of the Proposal in writing, including by email or message; (b) paying the first invoice or first instalment; (c) setting up a direct debit for the Project; or (d) instructing us to begin work. The version of this Contract published on the date of acceptance is the version that applies.
- 19.3 The person accepting confirms that they are authorised to do so on behalf of the Client and that the Client is acting in the course of business.