

Terms and conditions for software documentation

This agreement is made between Michael Unwalla trading as TechScribe and the *Client* specified in the project proposal.

The purpose of the agreement is:

- To ensure that both parties know their roles, rights and responsibilities
- To ensure that the project is successfully completed to the satisfaction of both parties.

Both parties are expected to perform their duties conscientiously and in a professional manner.

The services, fees, and other non-standard conditions are specified in the project proposal.

The parties agree:

1. Basis of Documentation

The Client will provide TechScribe with a copy of the software at the start of the project. The documentation will be based on this. Changes to the software will incur additional costs.

2. Access to Information

- a. TechScribe requires access to one subject matter expert (SME) who can answer questions in a timely manner. The SME is specified in the project proposal.
- b. TechScribe will work with other members of the Client's team as suggested by the SME, but ultimate responsibility for the accuracy of information given to TechScribe lies with the SME.

3. Provision of Software

- a. TechScribe warrants to Client that any software that TechScribe owns and uses for the preparation of the documentation will be a legal copy. TechScribe will indemnify the Client in respect of any breach of this warranty.
- b. If the Client provides any software for TechScribe to use, then Client warrants that software will be a legal copy. The Client will indemnify TechScribe in respect of any breach of this warranty.

4. Provision of Equipment

- a. TechScribe will provide its own general purpose computing and office equipment required for the production of the documentation.
- b. If specialist equipment is required, then TechScribe may require that this be provided by the Client for the duration of the project.

5. Approval of Deliverable Items

To ensure the documentation conforms to the Client's expectations and that the documentation is accurate, the Client is required at various stages of the documentation life cycle to formally approve the deliverable items that are produced (these are specified in the project proposal).

- a. TechScribe will provide a draft of the item to be approved.
- b. The Client will evaluate the draft in a timely manner and will provide TechScribe with a list of required changes.
- c. TechScribe 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 can 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 TechScribe's error).

6. Errors and Omissions

The Client must carefully check all completed documentation. Whilst TechScribe takes utmost care in the preparation of documentation, TechScribe does not accept liability for errors or omissions. Payment of the final invoice indicates that the Client has confirmed the accuracy of the documentation.

7. Additional Fees

- a. In addition to the Fees specified in the project proposal, the Client will pay TechScribe at the agreed rate for:
 - i. Additional work required by the Client which is outside the scope of the documentation as defined in the project proposal.
 - ii. Changes to the documentation which are required as a result of changes to the software functionality or structure.
 - iii. Changes to documentation at the request of the Client after the Client has approved a deliverable item (see section 5, "[Approval of Deliverable Items](#)").
- b. There are no fees for normal office consumables, phone calls, printing of drafts and other small items.

8. Timely Disclosure

- a. If TechScribe believes that the documentation cannot be finished on time, TechScribe will inform the Client as soon as is reasonably practical.
- b. If the Client is in any way unsatisfied with the progress or quality of TechScribe's work, or if the software changes, the Client will inform TechScribe as soon as is reasonably practical.

9. Early Termination

- a. 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, prior to termination, the innocent party will inform the other party in writing that it is not meeting the agreed obligations and that if this is not rectified within five working days, the innocent party will terminate the agreement.
- b. If the Client is the innocent party, then following this notice, TechScribe will rectify the matter without expense to the Client.

- c. If TechScribe is the innocent party, then following this notice, TechScribe will not spend time on the project. If the matter is rectified, and TechScribe continues to work on the project, TechScribe will not be liable for any delays to the provision of the documentation.
- d. 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 b), whether or not this is complete, must also be paid for. TechScribe will charge at the standard rate, as specified in the project proposal. TechScribe will invoice the Client after notification of termination, and this must be paid immediately.

10. Third Party Rights

These terms and conditions apply between TechScribe and the Client. No third party has any rights under the Contract (Rights of Third Parties) Act 1999.

11. Confidentiality

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

12. Copyright

- a. On final payment, copyright of the documentation that relates solely to the Client's software is automatically transferred to the Client. Prior to this, TechScribe retains copyright.
- b. Once copyright is transferred, the Client is entitled to change the documentation, provided that the changed documentation is not attributed to TechScribe.
- c. TechScribe retains copyright of all documentation that relates to publicly obtainable products or information that resides in the public domain.

13. 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 will reside with TechScribe.

14. Law

This agreement is governed by the laws of England.

15. Circumstances beyond Control

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