

Standard Terms and Conditions for Proposal/Estimate

Version Control

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1 Fee Estimates

Productle (“Our” or “We”) fees are based on standard rates set each year, depending on the skills required for the work. All fees are exclusive of VAT and out-of-pocket expenses. Fees are subject to change each year.

The proposal or estimate sent to the Client (“You” or “Your”) outlines the estimated project costs. Actual costs can vary from the estimate and you will be asked whether you would like to add additional resource beyond the agreed estimated hours. If so, a Change Order is agreed detailing additional work expected.

Clients can pre-purchase blocks of consultant time at a rate discounted by £35 per day for engagements of more than 15 days. If you would like to proceed on a discounted-rate basis, then we ask that you notify us by email before the work commences so that an invoice can be raised for the pre-purchased consultancy time.

We typically are able to begin the work within one month of your agreement to proceed. Where this differs, it will be indicated to you in advance of any agreement.

1.1 Invoicing

- Invoices are raised monthly in arrears based on time spent, including remote and onsite.
- For work carried out as part of a pre-purchased block at a discounted rate, invoices are raised at the start of every month or as agreed.

If you wish to proceed on a discounted rate basis, then you must notify us before the work commences so that an invoice can be raised for the pre-purchased time.

1.2 Cancellations

If, for any reason, a client has purchased a block of time of which a proportion is subsequently not required, then Productle will refund the unused time. Note that an adjustment will be made such that the rate charged will be the rate of the block applicable to the amount of time actually used (e.g. if a block of 12 days is purchased at a discounted rate of £840 per day but only 5 days are used, then the rate that will be charged for those 5 days will be the standard £875 per day; and any refunded prepayment adjusted accordingly).



2 Terms and Conditions of Business

These terms apply unless we specifically agree different terms for a particular engagement. When you accept our proposal in writing or simply ask us to commence work, we will consider that you have accepted our terms and conditions as outlined within this document.

2.1 Proposals

We issue proposals in respect of all chargeable work. Every proposal includes, as a minimum, the following: our understanding of the scope and of the engagement; the outcomes you expect; our likely fees and the assumptions on which those are based; our proposed resourcing and availability.

2.2 Contact points and substitutes

All projects will have an identified consultant and often a Client Manager as well. The Client Manager can act as an escalation point and often provides regular reporting against progress. Aside from this, Azadi Sheridan is founder and CEO of Productle Ltd. and is your ultimate contact point. Should a specific team member (e.g. consultant or project manager) be unavailable, a substitute of similar capability will be offered to you.

2.3 Confidentiality

We will not disclose information, nor send reports or other information to third parties without your express permission. Should an external body contact us, we will ask your permission to discuss your affairs with them. Where data is to be processed, Productle will adhere to a Data Processing Agreement which is signed by both parties.

2.4 Fees

Our fees are based on a competitive consultancy day rate, plus out-of-pocket expenses and VAT. Our daily rate is based on a 7-hour day, Monday to Friday, unless otherwise agreed with you. An additional hour is charged for onsite meetings with duration less than four hours. A full day is charged for any onsite days of at least five hours duration.

We agree the scope of our work and provide you with an estimate of the likely fees before we commence work. Additional fees may be incurred if the scope of our work is changed or if there are unforeseen difficulties or delays.

2.5 Out-of-pocket expenses

Expenses include travel, subsistence and accommodation where necessary. We use the most economic and efficient means of travel; this will be standard class rail or underground fare and necessary taxis from the rail station or mileage at 45p per mile if this is the most appropriate means of travel. We are happy to provide an estimate of the costs to be recharged in advance.

2.6 Other expenses

We do not normally charge clients for the cost of producing reports or other documents. However, if a large number of copies are required, then we will agree a fee with you in advance. Courier and telephone conference call costs may be charged where the costs are significant and are incurred at your request.



2.7 Invoices

Consultancy work at our standard day rate is invoiced monthly in arrears based on time spent. All invoices are payable within 14 days. Any queries concerning invoices should be raised with us within 14 days of the date of issue of the invoice.

2.8 Work Items

The following activities are examples of billable work and are factored into the estimate provided in a Scope of Work:

1. Phone time to discuss the project
2. Meetings regarding the project
3. Project planning, managing and status reporting
4. Designing, configuring, programming and testing any software solutions
5. Producing required documentation

2.9 Cancellations and rescheduling of meetings

We prepare for meetings at least 24 hours in advance. We understand and accept that you may need to cancel or reschedule meetings at short notice. However, where you need to cancel a meeting or request a change of date or time less than 24 hours in advance of the original start time, we will charge for the time that would have been incurred, and for any out-of-pocket expenses actually incurred. If applicable, these charges would be additional to any fixed price arrangement that has been agreed.

Where consultants are booked for more than four consecutive days remotely, or for one full day onsite, then a cancellation notice is required five working days in advance, if a replacement day(s) cannot be found for the consultant then we will charge for the time that would have been incurred.

2.10 Delayed payment

Delayed payment increases our costs and we feel that it is unfair to pass on these costs to other clients. We therefore reserve the right to charge interest on late payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, which is simple interest at 8% above the Bank of England base rate. If you are having difficulty paying our invoices, then please get in touch at accounts@productle.com as soon as possible and we will do everything we can to help.

We reserve the right to discontinue services if we have not received payment. We may also ask for advance payment if a history of slow payment of fees has been established.

2.11 Data Protection Act 2018; General Data Protection Regulation 2018

We may obtain, use, process and disclose personal data about you in order that we may discharge the services agreed under the engagement and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance. You have a right of access, under data protection legislation, to the personal data that we hold about you.



2.12 Professional indemnity insurance

In accordance with the disclosure requirements of the Provision of Services Regulations 2009, our professional indemnity insurer is Hiscox UK of 1 Great St Helen's, London EC3A 6HX. The territorial coverage is worldwide.

2.13 Intellectual Property

Delivered consultancy work typically builds on our body of knowledge, and can include unique designs. Any intellectual property developed during the course of a project is our property, but is licenced to you free of charge for the purposes as set out in the proposal. This doesn't include sharing documentation with third-parties without prior written consent.

2.14 Project Success

Specific activities critical to the delivery of services require the input, review and participation of your staff. This typically includes requirements gathering, design, working sessions and day-to-day engagement tasks. The accomplishment of Productle's objectives is dependent upon your interaction. It is assumed you will make time available to Productle staff for access to key users and technical personnel in the organisation as required.

2.15 Our service

We value your feedback, and we welcome it at any time. If at any time you would like to discuss with us how our service to you could be improved or if you are dissatisfied with the service you are receiving, please contact us. We try to ensure that all work meets our high standards of service; if we fail in this, please let us know. If we have given you a less than satisfactory service, we undertake to do everything reasonable to put it right.

