

TERMS AND CONDITIONS OF BUSINESS

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INTRODUCTION

This document formalises the business relationship between BigYellowZone and our clients. It is designed to make our dealings clear and unambiguous.

RATES

We work on a standard rate based upon the nature of the skill and expertise we use.

As we have different categories for billing we use a system of points for administrative simplicity and to ensure accurate and fair billing. Doing it this way means clients can see exactly what they pay for and it makes for transparency and fairness which we, and our clients, value highly.

Points tariffs

Software installation: 1 point = £1

Programming & customization: 1 point = £1

Emergency points: 1 point = £1.62

We reserve the right to debit more than 1 point per minute from your points balance in some situations (for example, as a charge for using some of our own library code).

Debiting more than one point per minute from the balance is rare, but can happen in some instances.

We will always provide points / cost / time estimates wherever it is practical to do so. All clients are given access to our online time and payment recording systems via our website.

GOODWILL DEPOSITS

We ask all new clients to pay a goodwill deposit prior to commencement of their project and to keep a positive points balance. We have found that this works best for both parties because it allows for clear visibility on both sides. At the outset of a project we will agree the number of points that need to be paid as a deposit and then request further points replenishments as milestones / deliverables are met.

PANIC ROOM / EMERGENCY SUPPORT SERVICE

We require a minimum deposit of 120 Emergency points to be paid for our emergency support services. Any unused emergency support points remaining will be refunded.

MEA CULPA

We recognise that on rare occasions that mistakes can be made and we will do everything possible to ensure that we put things right. In the first instance clients are asked to raise issues direct with the lead developer on their project. This is the quickest way to get things resolved. In the event that the problem cannot be resolved that way clients are asked to contact Adrian Hall at adrian@bigyellowzone.com and he will do his best to resolve any issues you may have.



CLIENT ACCEPTANCE

We reserve the right to reserve acceptance of new clients and we reserve the right to request a business or trade reference prior to acceptance.

OWNERSHIP OF CODE AND INTELLECTUAL PROPERTY RIGHTS

We reserve the right to ownership of all code that we provide and develop. Resale of this code is expressly forbidden. We have extensive libraries of code that have taken many years to build. We make use of this code on client projects as much as we can so that development time and cost to our clients is minimised.

PAYMENTS BY CREDIT CARD

As a convenience to our clients we pleased to accept payment by credit card. However, to protect ourselves from un-warranted and fraudulent chargebacks clients who chose to pay by card must agree that any future chargeback is invalid under these terms of business and by paying by card they accept these terms.

TEST SYSTEM

With larger projects it is our policy (wherever practical) to create a development and test system for the client project on our own server. For short term projects, there is no charge made for this facility as we find that it makes the development process more efficient and allows us to work independently of the client's live systems.

CONFIDENTIALITY

All dealings between BigYellowZone and our clients are carried out in the strictest confidence. We keep any data or information you entrust to us secure and confidential and we will **NEVER** disclose details of our dealings with you to third parties unless explicitly required by law. We are registered under the UK Data Protection Act 1998 and as part of our working procedures we aim to explicitly comply with the Act and its principles as well as with current EU Directives. We do reserve the right to make reference to the work done in the context of any promotional and marketing activities we undertake (unless this is specifically prohibited by the client).