

# Terms of Business

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These terms and conditions apply in respect of all work undertaken by Project Simply Limited, incorporated and registered in England and Wales with company number 6808978 whose registered office is at 12 Hilton Street, Manchester, M1 1JF (Project Simply).

## Agreed terms

### 1 Interpretation

1.1 The definitions and rules of interpretation in this clause apply in these Terms of Business.

**Acceptance:** the acceptance or deemed acceptance of the Project Deliverables by The Client pursuant to clause 5.

**Business Day:** any day (other than a Saturday or Sunday) when banks are generally open for normal business in London.

**Campaign Goal:** means the goal agreed in each Statement of Work in relation to each Campaign Service.

**Campaign Services:** the services and Project Deliverables to be delivered by Project Simply on a monthly basis as set out in a Statement of Work.

**Change Control Procedures:** the procedures set out in Schedule 1.

**Charges:** the charges in respect of the Services set out the Statement of Work, together with any charges arising from the Change Control Procedures.

**Confidential Information:** all information, whether technical or commercial (including all specifications, drawings and designs, disclosed in writing, on disc, orally or by inspection of documents or pursuant to discussions between the Parties), where the information is identified as confidential at the time of disclosure; or ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.

**Client:** the person, firm or company referred to in the Statement of Work who purchases Services.

**Client Material:** the content provided to Project Simply by The Client from time to time for incorporation into the Services as set out in the Statement of Work.

**Client Dependencies:** the actions and content (including, but not limited to, the Client Material) required to be provided by the The Client, as identified in the Statement of Work.

**Design and Development Services:** the design and development of the Project Deliverables to be delivered by Project Simply as set out in the Statement of Work, including but not exclusively, PR campaign design, Moving image content, Illustration, Print campaign design, Brand development and strategy, CGI design, Web and mobile application development.

**Effective Date:** the date on which the last of the Parties signs a Statement of Work.

**End User:** the user to whom The Client may, subject to clause 16, sub-license the Project Deliverables to.

**Error:** a failure of the Software when used in accordance with the Specification.

**Force Majeure Event:** an event beyond the reasonable control of Project Simply including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Project Simply or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

**Intellectual Property Rights:** all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, confidential information, trade secrets, business names and domain names, trademarks, service marks, trade names, patents, petty patents, utility models, design rights, semi-conductor topography rights, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off.

**Licensed Purpose:** the purpose for which The Client may use any Project Deliverables created by Project Simply in the delivery of the Services, as set out in the Statement of Work.

**Terms of Business:** the terms and conditions set out in this document together with those set out in each Statement of Work.

**Non-Project Simply Defects:** those defects described in clause 5.3.

**Payment Schedule:** the Payment Schedule identified in the Statement of Work.

**Production Costs:** any and all production costs that it is agreed in a Statement of Work that The Client shall be responsible for.

**Project Deliverables:** the artwork, branding, website, animations, digital assets, mobile application, social media application including Software and other content as may be set out in the Statement of Work and provided as part of the Design and Development Services (excluding the Client Material).

**Project Timescale:** means the timescale for delivery of the Services as attached to each Statement of Work.

**Services:** means both the Campaign Services and Design and Development Services.

**Service Level Document:** the document setting out the levels of support and maintenance which is attached to the relevant Statement of Work.

**Software:** means any software (being an element of compiled code) that is to be designed and delivered by Project Simply for or to The Client as indicated and in accordance with a Statement of Work.

**Specification:** the specification for the Services set out in the Statement of Work.

**Support and Maintenance Service:** the optional maintenance services in relation to Software as set out in a Statement of Work.

**Third Party Materials:** those third party software products set out in the Statement of Work.

**Third Party Services:** any service or services supplied by a third party which is used in the provision of the Services.

**Statement of Work:** a completed and signed order for Services in the form as provided by Project Simply and which incorporates these Terms of Business.

1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

## 2 Order process

2.1 Upon both Parties being satisfied that the Statement of Work meets their respective requirements, it shall be signed by both Project Simply and The Client, and shall become binding with regard to the Services identified in the Statement of Work.

2.2 If The Client wishes to change an Order Form for any reason, then The Client shall submit a request in writing to Project Simply. Project Simply's assessment of The Clients requested changes shall be separately chargeable in accordance with the Project Simply's standard rates, and the acceptance of any such requests shall subject to both parties' agreement in writing.



- 2.3 These Terms of Business apply to the exclusion of any other terms, conditions and/or purchase orders that The Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### **3 Delivery of the Services**

- 3.1 Project Simply shall design, develop and deliver (as the case may be) the Services substantially in accordance with the Specification, subject to these Terms of Business.
- 3.2 Any times and dates for performance as set out in a Project Timescale by Project Simply of any part of the Services or the supply by Project Simply of any Services are estimates only and are subject always to The Client delivering the Client Dependencies. Project Simply shall use reasonable endeavours to deliver the Services in accordance with the Project Timescale, subject always to The Client's compliance with these Terms of Business.
- 3.3 Where Campaign Services are to incorporate bespoke design elements to be designed by Project Simply as part of the Design and Development Services, the Campaign Services can not commence until The Client has accepted the relevant Project Deliverables in accordance with these Terms of Business.

### **4 The Client responsibilities**

- 4.1 The Client acknowledges that Project Simply's ability to provide the Services is dependent upon The Client delivering the Client Dependencies and to The Client's full and timely co-operation (which The Client hereby agrees to provide), as well as the accuracy and completeness of any and all information and data The Client provides to Project Simply. Accordingly, The Client shall provide Project Simply with access to, and use of, all information, data and documentation reasonably required by Project Simply for the performance by Project Simply of its obligations under these Terms of Business.
- 4.2 The Client shall be responsible for the accuracy and completeness of all Client Material that forms part of the Services and The Client will inform Project Simply promptly in writing if at any time during the provision of the Services The Client has reasonable grounds to believe that Project Simply may be proceeding on the basis of any incorrect information, data or assumption.

### **5 Development and acceptance of Project Deliverables**

- 5.1 Once Project Simply has completed delivery of the Design and Development Services, Acceptance of the Project Deliverables shall be deemed to have taken place upon the earliest occurrence of any of the following events (Acceptance Tests):
- 5.1 (a) The Client providing Project Simply with confirmation that the Project Deliverables have been accepted (such confirmation not to be unreasonably withheld, conditioned or delayed); or
  - 5.1 (b) The Client using any part of the Project Deliverables in the public domain and/or for any revenue-earning purposes and/or to provide any services to third parties; or
  - 5.1 (c) if The Client does not respond in writing, within 5 Business days from the date on which Project Simply completes the delivery of the Project Deliverables, with valid and substantiated evidence that the Project Deliverables have not been delivered in accordance with the Specification.
- 5.2 In the event that Acceptance is not achieved in accordance with clause 5.1, The Client shall identify (in sufficient detail) the element of the Project Deliverables which failed and the respects in which it failed. Project Simply shall then use its reasonable efforts to remedy such identified failure and submit a revised version of that element of the Project Deliverables to The Client for the purpose of re-running the Acceptance Tests in accordance with clause 5.1.
- 5.3 If any failure to pass the Acceptance Tests results from a defect which is caused by an act or omission of The Client, or by one of The Client's sub-contractors or agents for whom Project Simply has no responsibility (Non-Project Simply Defect), the Project Deliverables shall be deemed to have passed the Acceptance Tests notwithstanding such Non-Project Simply Defect. Project Simply shall provide assistance reasonably requested by The Client in remedying any Non-Project Simply Defect by supplying additional services or products. The Client shall pay Project Simply in full for all such additional services and products at Project Simply's then current fees and prices.
- 5.4 The Client hereby accepts that Project Simply will incorporate its trademark (as is in use by Project Simply from time to time) in the Project Deliverables to clearly identify the Project Deliverables as having been developed by Project Simply and may not be removed. The inclusion of the Project Simply trademark in accordance with this clause will not be a valid reason for failing acceptance in accordance with clause 5.2. The Client is granted no rights to use the Project Simply trademark other than as set out in this clause.



## **6 Completion of Campaign Services**

6.1 Where it is stated in a Statement of Work that The Client is to receive Campaign Services as part of the Services, Project Simply shall, subject to the Terms of Business,:

6.1 (a) commence the Campaign Services upon Acceptance of the relevant Product Deliverables; and/or

6.1 (b) conduct the Campaign Services in accordance with the agreed Specification.

6.2 The Campaign Services shall be deemed completed upon the Campaign Goal having been fulfilled (Campaign Completion).

## **7 Scope of the Software Technical Support and Maintenance**

7.1 Where the Statement of Work states that The Client will receive Support and Maintenance Services, the Service Level Document and terms contained therein shall apply.

## **8 Hosting**

8.1 Where the Statement of Work states that The Client will receive Hosting, the following terms of clause 8 shall apply.

8.2 Where The Client currently receives hosting services from a third party or maintains your own hosting, The Client will provide Project Simply with all information and assistance requested by Project Simply to enable the migration of the service to Project Simply or its appointed third party.

8.3 The Parties acknowledge that Project Simply engage a third party for the provision of the Hosting services.

8.4 Project Simply shall use all reasonable endeavours to ensure that the Software is operational at all times, unless maintenance is scheduled which may affect the Software. Project Simply shall use all reasonable endeavours to notify The Client in advance of maintenance whenever it reasonably can.

8.5 The Client will report any faults or errors to Project Simply's Project Manager in writing.

## **9 Third Party Materials and Services**

9.1 If Third Party Materials and/or Third Party Services are supplied or used in the provision of the Services, The Client acknowledges that he/she may be required to enter into a third party agreement and that Project Simply may withhold any Services until The Client has confirmed in writing to Project Simply that he/she has entered into such Third Party Licences. If requested by Project Simply, The Client shall provide Project Simply with a copy of any such licence that The Client has entered in to.

9.2 The Client shall obtain all necessary approvals, authorisations, licences, consents and waivers necessary for Project Simply to use all Client Content as envisaged by these Terms of Business.

9.3 The provision of the Services may include the use of Third Party Services and The Client hereby acknowledges that the third party providing the Third Party Services may have its own policies and arrangements in respect of such Third Party Services and may also take any action independently of Project Simply.

## **10 Data Protection**

10.1 Project Simply warrants that, to the extent it processes any Personal Data on The Client's behalf:

10.1 (a) it shall act only on instructions from The Client; and

10.1 (b) it has in place appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, and shall take all reasonable steps to ensure that any third party involved with the delivery of the Services observes the same.

10.2 In this Section, Personal Data has the meaning given in the Data Protection Act 1998.

## **11 Charges and payment**



- 11.1 The Client shall pay the Charges in accordance with the dates set out in the Payment Schedule and, where appropriate, the dates set for payment as part of any Change Control Procedure. Where a Payment Schedule is absent from the Statement of Work, the Charges shall be paid in advance of the Services commencing.
- 11.2 The Charges exclude all costs in relation to Production Costs, which shall be The Client's responsibility. Project Simply will quote for such costs on a case by case basis.
- 11.3 Time shall be of the essence in respect of any dates for payments under these Terms of Business.
- 11.4 Project Simply shall be reimbursed by The Client in respect of any expenses actually and reasonably incurred, including without limitation costs of travel time, overtime, travel. Expenses required on the project (i.e Travel, Accommodation etc) will be invoiced at cost + VAT, as incurred and submitted with adequate proof. Such expenses shall be paid to Project Simply within 30 days of Project Simply sending proof of purchase to The Client.
- 11.5 Project Simply invoices shall be payable by The Client on the date set out in that invoice (Due Date).
- 11.6 All Charges are exclusive of VAT and any other similar taxes, duties or levies or other deductions or withholdings in countries outside the United Kingdom which taxes shall be payable at the rate and in the manner prescribed by law.
- 11.7 If any Charges are not fully paid by the Due Date, Project Simply shall be entitled to charge interest, in accordance with the Late Payment of Commercial Debts (Interest) Act 1988, on any unpaid amount on a daily basis (before, as well as after, any judgment) from the due date to the date of payment at the statutory rate of 8% above the Bank of England base rate from time to time in force.
- 11.8 The Client shall pay all Charges in full without any set-offs, deductions or withholdings. In the event of any dispute in relation to the Charges, The Client shall pay any undisputed sum by the Due Date, and the Parties shall as soon as reasonably practicable refer to dispute resolution. Any disputed Charges which are subsequently determined to be due and payable by The Client to Project Simply shall attract interest in accordance with clause 11.7 as from its original Due Date.

## **12 Warranties**

- 12.1 Each of the Parties warrants to the other that it has full power and authority to enter into and perform these Terms of Business.
- 12.2 The Client warrants that he/she shall not, and shall ensure that the End User (if any) does not, use the Project Deliverables for any purpose other than the Licensed Purpose.
- 12.3 The Client warrants that all Client Materials he/she provides to Project Simply do not infringe the intellectual property rights of a third party.
- 12.4 The sole remedy for breach of the warranty under clause 14.4 in relation to any Software shall be correction of Errors by Project Simply within a reasonable time from notification by The Client of the Error that constitutes such breach.
- 12.5 The warranty set out in clause 14.4 shall not apply to the extent that any failure in delivering the Project Deliverables and Campaign Services substantially in accordance with the Specification is caused by:
  - 12.5 (a) The Client amending any of the Project Deliverables without the prior written consent of Project Simply; or
  - 12.5 (b) any delay in The Client performing or providing the Client Dependencies.
- 12.6 These Terms of Business set out the full extent of Project Simply's obligations and liabilities in respect of the supply of each of the Services. All conditions, warranties or other terms concerning the Services which might otherwise be implied into these Terms of Business or any collateral contract (whether by statute or otherwise) are hereby expressly excluded.

## **13 Limitation of remedies and liability**

- 13.1 Nothing in these Terms of Business shall operate to exclude or limit either Party's liability for:
  - 13.1 (a) death or personal injury caused by its negligence; or



- 13.1 (b) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
  - 13.1 (c) fraud; or
  - 13.1 (d) any other liability which cannot be excluded or limited under applicable law.
- 13.2 Neither Party shall be liable to the other for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage.
- 13.3 Subject to clause 13.1, each Party's aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with these Terms of Business or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed whichever is the greater of the value of the fee or the quantum recoverable.

#### **14 Intellectual property rights**

- 14.1 All Intellectual Property Rights in the Project Deliverables, as well as all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials, in whatever form, including but not limited to hard copy and electronic form, prepared by Project Simply, arising in connection with the Services, shall be the property of Project Simply.
- 14.2 Subject to Acceptance having occurred, and to Project Simply having received the Charges in full, Project Simply shall grant to The Client a royalty free, non-transferable, non-exclusive licence to use the Project Deliverables, solely for the Licensed Purpose.
- 14.3 The Client is, and will remain, the owner of the Client Materials.
- 14.4 The Client hereby indemnifies, and keeps indemnified, Project Simply against all damages, losses and expenses arising as a result of any action or claim that the Client Materials infringe the Intellectual Property Rights of a third party.
- 14.5 The indemnity in clause 14.4 is subject to the following conditions:
- 14.6 (a) the indemnified party promptly notifies the indemnifier in writing of the claim;
  - 14.6 (b) the indemnified party makes no admissions or settlements without the indemnifier's prior written consent;
  - 14.6 (c) the indemnified party gives the indemnifier all information and assistance that the indemnifier may reasonably require; and
  - 14.6 (d) the indemnified party allows the indemnifier complete control over the litigation and settlement of any action or claim.
- 14.6 The indemnity in clause 14.4 may not be invoked to the extent that the action or claim arises out of the indemnifier's compliance with any designs, specifications or instructions of the indemnified party.

#### **15 Term and termination**

- 15.1 Where the Services consist solely of Design and Development Services, the Services shall commence on the Effective Date and shall (subject to earlier termination pursuant to these Terms of Business) terminate automatically upon both Acceptance having occurred and payment of all Charges by The Client being received, in full, by Project Simply.
- 15.2 Where the Services include Campaign Services, the Services shall commence on the Effective Date and shall (subject to earlier termination pursuant to these Terms of Business) terminate automatically upon Campaign Completion and payment of all Charges by The Client being received, in full, by Project Simply.
- 15.3 Either Party may terminate a Statement of Work immediately at any time by written notice to the other Party if:
- 15.3 (a) that other Party commits any material breach of its obligations under these Terms of Business which (if remediable) is not remedied within 30 days after the service of written notice specifying the breach and requiring it to be remedied; or



- 15.3 (b) that other Party ceases to trade (either in whole, or as to any part or division involved in the performance of these Terms of Business) or becomes insolvent or is otherwise unable to pay its debts within the meaning of the insolvency legislation applicable to that Party.
- 15.4 On the termination of any Statement of Work in accordance with clause 15.3, all licences granted by Project Simply under these Terms of Business (including, but not limited to, the licence granted in clause 14.2 and the right for The Client to sub-license in clause 16) shall terminate immediately.
- 15.5 On expiry or termination of these Terms of Business otherwise than on termination by Project Simply pursuant to clause 15.3, Project Simply shall promptly return all Client Material to The Client.
- 15.6 On termination of this agreement for any reason, The Client shall immediately pay any outstanding unpaid invoices and interest due to Project Simply. Project Simply shall submit invoices for any services that it has supplied, but for which no invoice has been submitted, and The Client shall pay these invoices immediately on receipt.
- 15.7 On expiry or termination of a Statement of Work, all provisions of these Terms of Business shall cease to have effect, except that any provision which can reasonably be inferred as continuing or is expressly stated to continue shall continue in full force and effect.

## **16 Sub-licensing**

- 16.1 Subject to Acceptance having occurred, and to Project Simply having received the Charges in full, and The Client not being in breach of these Terms of Business, The Client shall have the right to sub-license the Project Deliverables to the End User (if any is identified in the Statement of Work) for the Licensed Purpose only, provided that:
- 16.1 (a) prior to sub-licensing the use of the Project Deliverables, The Client ensures he/she has a formal written contract with the End User which:
- (i) prohibits any further sub-licensing by the End User; and
  - (ii) contains terms and conditions which are the same as or equivalent to the terms and conditions of these Terms of Business which impose obligations and/or restrictions on the End User relevant to the sub-license, except that it shall provide for automatic termination upon the termination of any Statement of Work by Project Simply under clause 15.3;
- 16.1 (b) all sub-licences granted shall terminate should Project Simply terminate any Statement of Work in accordance with clause 15.3;
- 16.1 (c) The Client shall be liable for all acts and omissions of any End User and The Client hereby indemnifies and keeps indemnified Project Simply against all costs, expenses, claims, loss or damage incurred or suffered by Project Simply, or for which Project Simply may become liable (whether direct, indirect or consequential and including any economic loss or other loss of profits, business or goodwill) arising out of any act or omission of any End User, including, but not limited to the End User using the Project Deliverables other than for the Licensed Purpose; and
- 16.1 (d) if requested by Project Simply, any End User shall first enter into a supplemental agreement direct with Project Simply in a form satisfactory to Project Simply.

## **17 General**

- 17.1 Project Simply shall not be liable to The Client as a result of any delay or failure to perform its obligations under this Agreement as a result of a Force Majeure Event. If the Force Majeure Event prevents Project Simply from providing any of the Services for more than six weeks, Project Simply shall, without limiting its other rights or remedies, have the right to terminate this Agreement immediately by giving written notice to The Client.
- 17.2 Each Party shall protect the Confidential Information of the other Party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.
- 17.3 A notice given under these Terms of Business shall be in the English language, and shall be sent for the notice of the Project Manager to the then registered address of the Party, and shall either be delivered personally, sent by fax or e-mail, sent by prepaid first-class post, recorded delivery or registered post, or if the notice is to be served or posted outside the country from which it is sent) sent by registered airmail.





- 17.4 Other than for the purpose of Project Simply, on its website and in all other media, making reference to its relationship with The Client (and where applicable to the end user of the Project Deliverables), which The Client hereby agrees that Project Simply shall be free to do, or use the Project Deliverables in accordance with Clause 17.5, all media releases, public announcements and public disclosures by either Party relating to these Terms of Business or its subject matter, including promotional or marketing material, shall be coordinated with the other Party and approved jointly by the Parties prior to release.
- 17.5 (a) Any copyright protected works produced by Project Simply and published in the media, including the social media, must be accompanied with the following text "(c) Project Simply Limited" and, in any event, any such publication must comply with the Copyright, Designs and Patents Act 1988
- (b) The Client hereby consents to Project Simply displaying and using the Project Deliverables on the website of Project Simply at <[www.projectsimplify.com](http://www.projectsimplify.com)>.
- 17.6 Neither Party may assign or transfer any of its rights or obligations under these Terms of Business without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.
- 17.7 Neither Party shall have any remedy in respect of any untrue statement (whether written or oral) made to it on which it relied in entering into these Terms of Business (Misrepresentation), and neither Party shall have any liability other than pursuant to the express terms of these Terms of Business. Nothing in these Terms of Business shall exclude or limit either Party's liability for any Misrepresentation made knowing that it was untrue. Each Party's liability for Misrepresentation as to a fundamental matter, including as to a matter fundamental to that Party's ability to perform its obligations under these Terms of Business, shall be subject to the limit set out in clause 13.
- 17.8 The right of the Parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under these Terms of Business is not subject to the consent of any person who is not a party to these Terms of Business. These Terms of Business are made for the benefit of the Parties to it and is not intended to benefit, or be enforceable by, any other person.
- 17.9 A variation of these Terms of Business shall be in writing and signed by or on behalf of both Parties to these Terms of Business. A waiver of any right under these Terms of Business is only effective if it is in writing, and it applies only to the Party to whom the waiver is addressed and the circumstances for which it is given. No waiver shall be implied by taking or failing to take any other action. Unless specifically provided otherwise, rights arising under these Terms of Business are cumulative and do not exclude rights provided by law. If any provision (or part of a provision) of these Terms of Business is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.
- 17.10 These Terms of Business and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of England and Wales. The Parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms of Business.





# Schedule 1: Change Control Procedure

## 1 The Process

- 1.1 Where Project Simply or The Client, during the term of a Statement of Work, sees the need for any change, Project Simply or The Client may at any time request such change and propose an amendment to the Statement of Work in accordance with the procedures set out below.
- 1.2 Neither Project Simply nor The Client shall unreasonably withhold its agreement to any change.
- 1.3 Unless Project Simply and The Client otherwise agree in writing there shall be no presumption that the obligations undertaken by either party in connection with a Statement of Work are in any way changed until an amendment has been effected in accordance with this procedure.
- 1.4 No change shall be valid unless it has been agreed in writing, or agreed by mutual exchange of emails attaching a Change Control Note pursuant to clause 2.2, on behalf of Project Simply and The Client.

## 2 Procedures

- 2.1 Project Simply and The Client shall discuss changes requested by either party and such discussion shall result in:
  - 2.1 (a) agreement not to proceed further; or
  - 2.1 (b) rejection of the request by the non-requesting party; or
  - 2.1 (c) agreement to proceed in principle.
- 2.2 Once agreement to proceed in principle is agreed a Change Control Note ("CCN") is drawn up by Project Simply.
- 2.3 If the request is initiated by The Client, The Client shall submit a written request for change describing the requirements in detail.
- 2.4 Where The Client has initiated the request, Project Simply shall be entitled to charge at its standard time and materials rates for reviewing that request, an initial budget for the review shall be included on the CCN.

## 3 CCN Preparation Costs

- 3.1 Where The Client has initiated the request in accordance with Paragraph 2.3,
  - 3.1 (a) Project Simply shall be entitled to charge for its time reviewing that request at its standard time and materials rates (whether or not The Client decides to proceed with the change); and
  - 3.1 (b) Project Simply shall not be liable to any delay to the Services resulting from it considering the change; and
  - 3.1 (c) Project Simply shall contact The Client with a unique CCN number and the cost estimate for considering the CCN.
  - 3.1 (d) Unless otherwise specified in the CCN, the estimate is provided for budgeting purposes only. Project Simply shall contact The Client in the event that the estimate is likely to be exceeded and the parties shall agree how to proceed.

## 4 Contents of Completed CCN

- 4.1 Each complete CCN shall contain:
  - a period of validity;
  - the title of the change;
  - the originator and the date of the request for the change;
  - the reason for the change;



- full details of the change including any specifications and user facilities;
  - the cost on (at Project Simply's discretion) a fixed price or variable price basis for implementing the change;
  - any changes to the fees and a revised payment schedule, if appropriate;
  - an implementation timetable;
  - the impact, if any, of the change on other aspects of the agreement including but not limited to:
    - the timescale of any obligations;
    - the Charges;
    - resources;
    - contractual issues;
    - the date of expiry of the CCN;
    - provision for signature by Project Simply and The Client
- 4.2 For each complete CCN submitted The Client will, within the period of validity of the CCN:
- evaluate the complete CCN and, as appropriate by:
    - requesting further information; or
    - approving the CCN; or
    - notifying Project Simply of rejection of the CCN
- 4.3 An electronic copy of the CCN which is duly e-signed by both parties constitutes an agreed amendment to the Statement of Work Agreement.

## **5 Emergency Changes**

- 5.1 In the event that Project Simply:
- requires a change in order to respond to an emergency; and
  - such change would in the reasonable opinion of Project Simply, if it was not implemented until the Change Control Procedure had been followed, have a detrimental effect on Project Simply's ability to meet its obligations contained in a Statement of Work; ("Emergency Change");
- Project Simply may make such changes without The Client's prior consent.
- 5.2 Project Simply shall notify The Client as soon as practicable of such Emergency Change and shall, as soon as reasonably practicable, document and report on such Emergency Changes to The Client.



# Change Control Note

CCN REF :

<b>Client</b>	
<b>Client Contact</b>	
<b>Change Initiated by</b>	
<b>Project Simply Project Manager</b>	
<b>Date Change request received</b>	
<b>Summary of Change</b>	
<b>Reason of Change</b>	
<b>Impact of the Change</b>	
<b>Quote / Cost:</b>	
<b>CCN Quote Expiry Date</b>	
<b>Timescales</b>	
<b>Personnel</b>	
<b>Other</b>	
<b>Decisions / Comments</b>	
<b>Project Simply Authorisation</b>	
<b>Client Authorisation</b>	

