Bespoke terms and conditions

These terms set out how Learning Nexus (“LN”) and the client will work together during the design and delivery of bespoke digital learning projects. They aim to provide clarity, consistency, and a smooth development process for everyone involved.

Learning Nexus

www.learningnexus.co.uk

1. Content, materials, and assets provided by the client

The client is responsible for supplying all content, subject matter expertise, imagery, and other assets required for the project, unless otherwise agreed.

- Where the client requests LN to source assets (e.g. stock images, illustrations, audio) that incur a cost, these will be chargeable.
- The client confirms that all materials they provide are accurate, up-to-date, and approved for use.

2. Production process and development steps

To ensure an efficient and high-quality build, the following process will be followed:

1. The client provides LN with all required content and assets.
2. LN drafts a content plan/lesson plan based on the provided materials.
3. The client reviews and confirms in writing that the content plan is complete and approved.
4. LN designs and develops the project according to the signed-off plan.
5. The client reviews the project during development and provides consolidated feedback.
6. The client confirms in writing when the final project is signed off for delivery.

Any work requested outside of this process, or after sign-off, may be treated as additional to the scope.

3. Copyright and intellectual property

The client confirms that it owns, or has secured appropriate permissions to use, all materials provided to LN for use in the project.

LN will not be liable for any incidental, indirect, or consequential damages related to the use of supplied materials.

Upon full payment of all LN invoices related to the project, the client is granted a perpetual, non-exclusive licence to use the LN code, methods, images, and other assets specifically provided within the delivered project.

Use of LN intellectual property outside of the delivered project requires written agreement with LN.

4. Costs, changes, and cancellations

4.1 Invoicing

The client will be invoiced for the full project fee upon acceptance of the proposal/quote.

4.2 Included changes

Each project includes a set number of hours' worth of changes within the agreed budget. Additional changes beyond this allowance will be chargeable at LN's standard hourly or daily rate.

4.3 Scope changes

Any changes to project scope - including, but not limited to, duration, design complexity, functionality, interactivity, additional media, or changes to approved content - will be chargeable at LN's standard rates.

4.4 Cancellation

If the client cancels the project after work has started on it:

- LN will invoice for all work completed up to the point written cancellation is received.
- Any third-party costs already incurred by LN (e.g. audio, illustration, software licences) that are not recoverable will also be chargeable.

5. General responsibilities and collaboration

- The client agrees to provide timely feedback, consolidated comments, and prompt sign-offs to keep the project on schedule.
- LN will notify the client of any risks, delays, or changes that may impact delivery times or costs.
- Both parties will make reasonable efforts to maintain clear communication throughout the project lifecycle.