



General Terms of Business

G-Cloud 15

4. General Terms & Agreement



Payment Terms & Confidentiality

Client Confidentiality

User Vision ensures the client confidentiality with respect to this offer and information directly related to it including relating to the services and deliverables. All information obtained by User Vision before and during the project and all services and deliverables carried out as part of this project will be treated as confidential, even after the termination of this project and shall not be disclosed to any third party without written consent of the client.

Commercial in Confidence

All information contained in this quote is considered commercial in confidence. A transfer of this offer and other data associated with this offer to third parties who are not involved in the decision on this offer on the part of the client or the appropriate subsidiary is only permitted with written consent of User Vision. The final deliverables by User Vision further to this quote shall be assigned to Collinson who shall then have absolute control to disclose the deliverable to any third party.

Recordings

Any audio and/or video material provided to illustrate the research shall be treated confidentially and shall only be used for the purpose of improving the usability of the product. The participants were assured in writing of this confidentiality and exclusive use of the data for this purpose. After completion of the project, the recordings are subject to the regular GDPR deletion obligations.

Invoicing

All invoices shall be paid by the client in full within 14 days of the receipt of that invoice. All sums are stated exclusive of Value Added Tax (VAT), which will be charged at the prevailing rate (currently 20%). User Vision will invoice on the following schedule.

- ▶ 50% of the total value upon agreement of this contract, covering all services.
- ▶ 50% will be invoiced upon delivery of the project.

General Terms

Cancellation or Postponement

Following 2 weeks advanced notice of the readiness to complete each of the audits, we will lock in and schedule resources to that project.

We reserve our right to invoice the following costs in case of delays in project progress or the rescheduling of confirmed activities caused by the client: 25% from assignment and final confirmation of the schedule, 50% from 10 days prior to the planned measures, 90% of the total project costs from less than 5 days prior to the planned measures.

The services need to be completed by end of September 2025 after being commissioned. In case of changed requirements or a postponement of modules that depend on each other in terms of time, the offer may have to be recalculated.

Warranty

User Vision warrants that the Services shall be performed with reasonable skill, care and diligence in accordance with:

- (a) generally recognised professional standards and industry codes of practice applicable to digital accessibility and usability testing; and
- (b) all applicable laws and regulations, including (but not limited to) WCAG 2.2 Level AA, EN 301 549, and the Equality Act 2010.

User Vision makes no warranties, whether express, implied, or statutory regarding or relating to the deliverables, or any materials or services furnished or provided to the client under this Contract. User Vision specifically disclaims all implied warranties of quality and fitness for a particular purpose with respect to the deliverables.

Intellectual Property

User Vision retains all Intellectual Property Rights in its proprietary methodologies, processes, tools, templates, and know-how, including any elements in proposals, research plans, or deliverables that relate to those methodologies or processes and were not provided by the Client.

The Client will own all Intellectual Property Rights in the content of the deliverables produced under this Agreement, including research data, video recordings, and reports, immediately upon creation. Ownership of the deliverables does not transfer ownership of User Vision's underlying methodologies, processes, or know-how, which remain the property of User Vision and may be used in future projects.

Publicity

On acceptance of this Project Contract the client grants User Vision permission to add the client's name to User Vision's client list to announce the agreement as a contract win (subject to any ongoing NDA agreements in place).

Data Protection & Privacy

Data Protection and Privacy

User Vision confirms that it will not access, process, or store any Personal Data (as defined under the UK GDPR) during the provision of the Services, unless explicitly agreed in writing.

In the event Personal Data is required to be processed in connection with the Services, the Parties shall enter into a separate Data Processing Agreement that meets the requirements of Article 28 of the UK GDPR prior to any such processing.

User Vision shall delete or return all data (including any temporary, dummy or test data) upon completion of the Services or earlier upon written request of the Client.

Indemnities

User Vision shall indemnify and keep indemnified the Client against all liabilities, costs, expenses, damages and losses suffered or incurred by the Client arising out of or in connection with:

- (a) any claim that the deliverables or any part of the services infringe the Intellectual Property Rights of a third party;
- (b) any breach by User Vision of its obligations under this agreement; and
- (c) any willful misconduct or negligence by User Vision in connection with the performance of the Services.

Termination

Either party may terminate this Agreement at any time on 30 days' written notice.

Either party may terminate this Agreement with immediate effect if the other party commits a material breach and fails to remedy such breach within 14 days of being notified in writing to do so.

Audit and Information Security

Where the Supplier is given access to the Client's systems or infrastructure, it shall comply with the Client's reasonable information security requirements and provide confirmation of its own security standards upon request. The Client shall have the right, on reasonable notice, to audit the Supplier's compliance with the security and confidentiality obligations under this Agreement where required to meet its own compliance obligations.

This Agreement shall be governed by and construed in accordance with the laws of England, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Scotland.



Contact us

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