

Standard Terms

Jan 2026

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Definitions

In this CONTRACT:

“USER VISION” means User Vision Limited, the supplier of the services.

“CLIENT” means the organisation commissioning the services.

“SERVICES” means the activities described in the proposal or scope of work agreed between the parties.

“ENGAGEMENT SCHEDULE” means the agreed timeline and milestones for delivery of the Services.

“DELIVERABLES” means the outputs of the Services provided to the Client under this CONTRACT.

“CONTRACT” means this document, together with the associated proposal/quote (if provided separately).

“POSTPONEMENT” means any delay, rescheduling, or deferral of agreed activities, milestones, or DELIVERABLES that is caused by the CLIENT

1. Appointment

The CLIENT engages USER VISION to provide the agreed SERVICES under the terms of this CONTRACT. Any changes to scope or conditions must be agreed in writing.

Any work outside the agreed scope will be treated as additional and subject to a separate quotation and CLIENT approval.

2. Publicity

On acceptance of this CONTRACT, the CLIENT grants USER VISION permission to add their name to USER VISION’s client list (subject to any NDA). Following completion of the project, the CLIENT grants USER VISION permission to publish non-confidential information about the project for marketing purposes (e.g. case studies).

3. Invoicing & Payment

Unless otherwise agreed, invoices will be issued as follows:

- ▶ 50% on agreement of this CONTRACT
- ▶ 50% on submission of the final DELIVERABLES

All invoices are payable within 14 days of issue.

All fees are exclusive of VAT, which will be charged at the prevailing rate (20%).

Out-of-pocket expenses (e.g. travel, participant incentives, specialist facilities) will be billed separately where not included in the proposal.

Interest may be charged at 4% above the RBS base rate on overdue payments, both before and after judgment.

4. Intellectual Property

Intellectual Property Rights in USER VISION's methodologies, processes, proposals and research plans remain the sole property of USER VISION.

The CLIENT owns the data gathered as part of the research and ownership of applicable video/audio recordings of research sessions will be transferred to the CLIENT on completion of the project.

USER VISION may reuse anonymised learnings or insights in future work, provided these do not identify the CLIENT or participants.

5. Cancellation or POSTPONEMENT

- (a) **Cancellation/POSTPONEMENT Charges:** We understand that project plans may sometimes need to change, and we will always do our best to accommodate adjustments where possible. To help us manage resources fairly, User Vision reserve the right to apply the following charges in the event of POSTPONEMENT or cancelled by the CLIENT:
- ▶ From assignment and confirmation of ENGAGEMENT SCHEDULE: 25% of the project fee
 - ▶ Within 10 days of the planned activities: 50% of the contracted fee
 - ▶ Within 5 days of the planned activities: 90% of the contracted fee
- (b) **Extended POSTPONEMENT:** If a project is postponed for more than 4 weeks from the agreed start date, User Vision reserves the right to:
- ▶ Invoice monthly for fees attributable to the period of delay, reflecting staff/resource allocation; and/or
 - ▶ Re-scope the project and provide revised costings to reflect new timings.
- (c) **Cancellation prior to start of work:** If the project is cancelled in full after the CONTRACT has been signed but before work has started, 25% of the contracted fee will be payable as a cancellation charge. Any incurred expenses will be recharged in full.
- (d) **Commencement and completion:** All commissioned SERVICES must commence within 3 months and be completed within 12 months of the initial CONTRACT unless otherwise agreed in writing. Where requirements change or modules that depend on each other are rescheduled, the proposal and costs may need to be revised. We will always discuss and confirm any adjustments with you before proceeding.
- (e) **Expenses:** Any incurred third-party or non-refundable expenses will be charged in full regardless of cancellation or postponement.

6. Confidentiality

Both parties agree to treat all information obtained before and during the project as confidential and not to share it with third parties without written consent, except where required by law. This obligation continues after the project ends.

7. Recordings

Any audio and/or video recordings provided are for the sole purpose of improving the usability of the product or service being studied.

The CLIENT is responsible for ensuring that any internal use of recordings complies with participant consent and confidentiality commitments.

All recordings will be securely deleted in line with GDPR retention requirements once the project is complete, unless otherwise agreed.

8. Warranty

USER VISION will deliver SERVICES with reasonable skill and care. No other warranties, express or implied, are given regarding DELIVERABLES or their fitness for a specific purpose.

9. Limitation of Liability

USER VISION's liability under this CONTRACT is limited to the total fees paid by the CLIENT for the project. Neither party shall be liable for indirect or consequential losses.

10. Force Majeure

Neither party will be liable for delays or failure to perform obligations due to events beyond their reasonable control (including but not limited to strikes, illness, fire, flood, or government restrictions).

11. Data Protection Roles & Responsibilities

For the SERVICES we provide, our role with respect to personal data can vary:

- ▶ **Data Processor:** When we work solely with data you provide, we follow your instructions and act as a processor.
- ▶ **Data Controller:** When we determine what data to collect (for example, for research purposes), we may act as a controller – even though this is still under our CONTRACT with you.

In both cases, we commit to handling personal data responsibly and in line with applicable data protection laws. We'll ensure our CONTRACT reflects these roles so that everyone's responsibilities are clear. Where required, we will enter into a separate Data Processing Agreement (DPA) or incorporate relevant terms to ensure compliance with Article 28 of the UK GDPR or other applicable legislation.

We agree to comply with applicable data protection laws in connection with the performance of this CONTRACT and to provide reasonable assistance to the other party in meeting their respective obligations, including (where applicable) responding to data subject requests, handling personal data breaches, and conducting any necessary data protection impact assessments.

12. Governing Law

This CONTRACT is governed by and construed in accordance with the laws of Scotland. The parties agree that the courts of Scotland shall have exclusive jurisdiction to settle any disputes.

13. Client Obligations

To enable USER VISION to deliver the SERVICES effectively, the CLIENT agrees to:

- (a) **Engagement Kick-off:** Ensure attendance at an engagement kick-off meeting within two weeks of CONTRACT signing (or as otherwise agreed) during which the ENGAGEMENT SCHEDULE will be agreed.
- (b) **Access & Information:** Provide USER VISION with timely access to people, systems, data, and facilities as required for delivery. Where project delays are caused by the CLIENT, USER VISION will be entitled to invoice in line with the agreed ENGAGEMENT SCHEDULE.
- (c) **Scope Variations:** Where, in the judgement of User Vision, in comparison to the Scope defined and agreed in the Proposal, variations to the contracted scope arise, the CLIENT will attend a meeting to agree any necessary revisions to the scope, ENGAGEMENT SCHEDULE, and fees.
- (d) **Decision-making:** Nominate a key contact/decision-maker to provide instructions, feedback, and approvals promptly to keep the project on schedule.
- (e) **Materials & Rights:** Ensure that any materials, data, or assets supplied to USER VISION do not infringe the intellectual property rights of third parties and that the CLIENT has the right to share them.
- (f) **Facilities for Research** (if applicable): Where research is carried out on CLIENT premises or using CLIENT systems, provide appropriate facilities and support (e.g. test accounts, equipment, observer access).
- (g) **Compliance:** Ensure that any CLIENT-directed activities (e.g. recruitment of participants, provision of data) comply with applicable data protection and ethical standards.