

# Client handbook

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This handbook explains how we'd like to work with you, what you should expect from our relationship, and the legal terms and conditions that affect it.

**This handbook forms part of our agreement with you. When you sign our quotation or proposal ("quote"), you also agree to the terms and conditions in this handbook.**

When we refer to "this agreement" or "our agreement," we mean the terms and conditions in this handbook along with our quote that you will sign.

We ask all new clients to read this handbook carefully. We also share it with existing clients whenever it's updated.

We want everything to be open and clear, not hidden away in fine print, so everyone has the same understanding.

We also like to explain our terms and conditions in the context of actual workflows, so you can see why we've chosen them.

Most T&Cs are written with legal departments in mind. We've written ours in plain English, so we can have the right conversations, between the right people, in the right place and time.

## 1. How this handbook works

There are two types of content in this handbook.

Descriptions of our working methods are in normal text. They are for information only and are not legally binding.

**Rules are in blue text as shown here. They are legally binding terms and conditions.**

If the descriptions and the rules are in conflict, the rules always take priority.

## 2. How and when our agreement begins and ends

### 2.1. Beginning our agreement

Our agreement begins when we confirm receipt of the signed quote.

You can sign the document physically, or confirm that you accept its terms through another communication channel.

**By signing our quote, you agree to keep to all the legal terms and conditions contained in this handbook.**

**Our agreement comes into effect at the point when we confirm receipt of the signed quote.**

## 2.2. Ending our agreement

Our agreement ends when the project ends, unless you or we cancel the agreement before that point as described in section 22.

Projects end when there is:

- no development ongoing or scheduled, and
- no maintenance ongoing or scheduled.

## 3. Primary points of contact

Once our agreement starts, we will provide you with a primary contact within our company, and we will need you to do the same for your side.

These people will be the first point of contact for the other side, and will also share information on the development process and answer questions.

**We shall provide each other with a primary point of contact.**

## 4. Services we offer

We offer two main types of service.

First, we **develop software** according to a specification we agree with you.

Second, we offer **managed services**, which include:

- hosting your software

- managing minor OS upgrades
- carrying out regular security checks
- monitoring system availability
- responding to incidents.

## 5. Quotations

Unless we indicate otherwise, our quotes are valid for thirty (30) calendar days.

## 6. How we agree on scope, budget, and time

### 6.1. For software development

There is a general consensus in the software world that you can only agree on two out of scope, budget and time – never on all three. If you fix the scope and the budget, time needs to be flexible. If you fix budget and time, scope needs to be flexible. This is sometimes called the project management triangle.

Making accurate estimates for software work is notoriously difficult. We have found through experience that the best approach is to establish a feature's future value to the business, derive the budget from that, and let that constraint guide the development process.

By default, we'll take the following steps at the start of an application development project:

- **Discuss general constraints.** We don't charge you for this.
- **Research needs and build a "click model"** (a set of linked HTML screens with no database behind them, so you can navigate around but not see the effects of submitting forms and so on). This involves a researcher and designer, as well as some developer input, and we charge on an ad hoc basis. We won't know the cost in advance, but you can always impose a limit – for example, "Don't go over \$2,000."
- **Agree budget/time/scope constraints.** We email you a "quote" outlining these constraints and our rates, which we ask you to sign (electronically) and return. Unless the quote says otherwise, it will be valid for 30 calendar days.
- Once you've signed our quote, **we start work** within the constraints we've agreed.

## 6.2 For supplementary work

Regardless of whether or not we fix the scope, it's inevitable that ideas for additional features will come up as we build your application, and later on, when it's in day-to-day use.

This sort of “emerging insight” is an intrinsic part of software development. It doesn't mean the specification was incorrect or incomplete to begin with. It's just what happens when the team works through the full detail of an application. Both client and software house have new ideas by talking about the subject matter, working on and responding to design sketches and click models, and testing the software on the staging server. In fact, this iterative, hands-on approach is the best way to discover the most valuable insights.

Time is also a factor. Once we've finished our work and you're using the software, your own needs will change as your business develops and your strategy evolves. Your users may also highlight changes that would help them do their jobs better.

Here's how we deal with supplementary work:

1. We **reserve some time to cover extras**, and agree a budget for that time.
2. You can **request extra features** by entering them in the INBOX of your project on Trello (see next section).
3. If necessary, we work together to **flesh out the idea** as appropriate. First, we'll have a spoken or written conversation about user needs and scenarios. Second, we'll develop a “click model” (except when the idea is simple and doesn't need clarification). Once we've reached agreement about the idea, we'll give it a “T-shirt size” (XXS, XS, S, M, L, XL, or XXL) to indicate our thoughts on the (relative) size of the scope. Then one of our researchers will write a formal summary and add acceptance criteria. This summary will be updated throughout design and implementation.
4. In addition, you can **impose a limit on time**. For instance, “Hold after 100 hours.” We'll do everything we can to make sure you end up with working software when your time limit is reached – so you don't end up paying for a half-finished feature that you can't use.
5. You are in charge of **organizing your Trello cards** in order of importance. We move cards into our development pipeline in the order that you prioritized them, and keep working until the time allocation is used up. If we feel your priority order isn't feasible, or doesn't make the best use of our time, we'll let you know.

## 7. How you accept (or reject) and pay for our development work

You can track everything we do on our account with Github, the industry-standard software development platform. Once your software reaches a minimum viable level of functionality, you can also see it working on our staging server. (Certain things have to be in place before you can interact with your software, such as a login system and “seed” data for the system to work with.)

We use a monthly billing cycle and we’ll send you an invoice around the 1st of each calendar month. Our invoice will reflect the monthly or fixed price as agreed or specified in our quotation.

**Our payment terms are 14 days.**

**Once you receive your invoice, you have 14 calendar days to accept or reject the work we’ve done in the month before.**

**You can accept our work by paying the invoice in full. At that point, the code we’ve developed over the previous calendar month becomes yours.**

Please refer to section 7 for more information on intellectual property.

**You can reject our work by letting us know within the 14 days.**

You don’t have to give a reason for rejecting our work. However, if you want to carry on working with us, you’ll need to tell us where we went wrong and how we can put it right. See “If you’re dissatisfied” below for more on this.

**If we don’t receive your payment within the 14 days, we’ll suspend work and transfer our team to a different project until the situation is resolved.**

**Even if you pay your invoice after the 14 days, we won’t necessarily be able to restart work immediately.**

## 8. Intellectual property

During the development process, we obtain intellectual property rights to the code we produce for you. It becomes yours when you pay for it.

**Anything we develop specifically for you becomes your intellectual property once you have paid for it in full.**

We will do our best to manage the transfer of intellectual property under Netherlands law, for instance by offering a deed of transfer. However, the law on intellectual property may be different in the country where your business is located. If the agreement we offer is insufficient, we rely on you to provide us with the documents that are necessary, so we can sign them. We will not charge you extra for this process.

**If you want to effect the transfer of intellectual property under the law of a country other than the Netherlands, you must provide the necessary documents. We will not charge you for signing them.**

**The transfer of intellectual property does not apply to any open source or proprietary 3rd party components that we use in your code.**

## 9. How you pay for managed services

### 9.1. All-inclusive invoicing

When we manage third-party services such as hosting, monitoring, and intrusion detection services on your behalf, we pay for them ourselves and pass the cost on to you, without adding a markup or service fee. This means you get one all-inclusive monthly invoice for all your managed services, including our own maintenance work.

### 9.2 “First and last” invoicing system

We’re happy to offer all-inclusive invoicing, but we don’t want to lose money on it. So we ask you to pay for your “first and last” months up front – a similar arrangement to renting a property. After that, we invoice you monthly in advance around the 1st, and you have 14 calendar days to pay.

In the final month of our arrangement, whenever that turns out to be, we use the “last month” credit you paid up front, and we don’t invoice you.

**We invoice the first and last months of managed services up front, and monthly in advance thereafter.**

### **9.3. Late payments for managed services**

**Our terms of payment are 14 days.**

**If you are late paying us, and your advance fees run out, we’ll stop paying hosting and related charges on your behalf, and suspend the maintenance work we carry out ourselves.**

If this happens, we’ll send you a written warning asking you to either pay us or take over responsibility for these services.

**If you pay promptly, your managed services resume as before.**

**If you don’t pay, you become responsible for paying your own hosting and related charges, and for the maintenance that we do, which includes security tasks.**

We set up domains and hosting contracts in your name, not ours, so no formal transfer is needed to make this happen.

If you pay the third-party bill(s) directly, your application will continue running as before, although you will still need to make arrangements for maintenance and security.

If you don’t pay for hosting, there is a risk that the hosting company will take your site offline. If you don’t pay for other maintenance services, the integrity or security of your site could be compromised.

## **10. How we update our rates**



We update our rates once per calendar year, on January 1. We'll let you know the new rates at least two months in advance.

We also reserve the right to change our rates at any time during the year, but only if external factors force our hand. These factors might include radical fluctuations in the USD/EUR exchange rate, a sharp increase in inflation, or a new reality in the market. We'll let you know about changes like this 30 days in advance, and you have the right to cancel the project if you don't agree with the new rates.

If we do have to change our rates during the year, we will always explain why, and show you the evidence.

You have the right to cancel our agreement for any reason – including objecting to a change in our rates – as described in section 23.

## 11. How we manage projects with Trello

We use Trello, the online project management platform, to manage the work we do for you. We can give you free access to Trello, so you can track our progress or give us new tasks to work on.

Trello uses a system of “boards,” “columns,” and “cards.” Each board represents a development or maintenance project (so you'll probably only need to look at one board). Each column within the board represents a stage of progress, and each card represents an individual task.

There are also “epic cards,” which represent sets of functionality around a single business goal and contain other cards. For example, an epic card “Build a client portal” would include linked sub-cards on “User management,” “API development,” and so on.

Cards move between columns as work on that task progresses from stage to stage. To see how a particular task is progressing, just check which column it's in.

Our boards for development and maintenance tasks have different structures. The columns used in development boards are shown below.

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### Inbox

You can use the inbox to drop off new tasks for us to work on, ask questions, or float new ideas for discussion.

### Research (business objective)

These column(s) contain new direction for development, expressed in business (not technical) terms. For example, a business objective might be “Allow a customer to schedule an appointment online.” This is where conversations take place between you and our designers, which we can use to figure out what we need to build and how much time we’ll need to do it. Each feature will have its own card. For example, features for the appointment scheduling objective might include “Design the customer UIs,” “Design the back-office UIs,” and so on. Once an idea is sufficiently fleshed out, we move it to a Backlog column.

### **Backlog (milestone)**

These column(s) are where we group and prioritize related features into “milestones” (also known as “sprints”). The far-right Backlog column has the highest priority, and we tackle the top cards in that column first.

### **In development**

Once we start implementing a feature or correction, it moves to this column. This is our development pipeline. There can’t be any more than five development tasks and five design tasks in the pipeline. This helps us develop features in sequence, and prevents conflicts.

### **Ready for peer-review**

Used by our development team.

### **Ready for staging deploy**

Used by our development team.

### **Ready for user-testing**

Once a card moves into this column, the feature is available on the staging server. We’ll let you know and ask you to test it and sign it off.

### **Ready for production deploy**

Once you’re happy with the feature, we move the card to this column, which prompts us to push the feature live.

### **Done**

When a card arrives here, you know that the feature is completed and live on the server.

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Maintenance boards have a simpler structure, shown below.

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### **Inbox**

You can use the inbox to drop off new tasks for us to work on.

### **Backlog: odd jobs**

This is where we prioritize ad hoc maintenance tasks.

### **Backlog: scheduled tasks**

This is where we prioritize regular scheduled maintenance tasks.

### **In progress**

Maintenance tasks currently in progress. Check here to see what we're working on.

### **Ready for peer-review**

Used by our development team.

### **Ready for staging deploy**

Used by our development team.

### **Ready for user-testing**

The feature is available for testing and signoff. If it's an urgent fix, we will go straight to production deployment and let you know once we're done.

### **Ready for production deploy**

Ready to be pushed live.

### **Done**

Finished and live on the server.

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We use colored labels to indicate card status. Yellow means a card has an open question that you need to answer. Red indicates a "blocker" – a task that we're stuck on.

Instead of logging in to Trello and checking cards, you can track progress by subscribing to a card. Once you've done this, you'll receive email notifications whenever the card moves, or when someone adds a comment.

Don't worry about adding yourself to every card just so you don't miss out on important queries. If we need your feedback on anything, we'll either add you to the relevant card ourselves or just send you an email.

## 12. How we report progress and gather feedback

Our preferred approach is to schedule interactive demo sessions with you every two weeks. We'll set up a screenshare in which one of us demonstrates the software and you can give feedback.

This isn't always possible with the early stages of a new software tool, when it usually takes four to six weeks before there is anything useful to demo.

We record these screenshare sessions and store them on Trello, so your team and ours can refer back to them. This is helpful for team members who can't make the screenshare but still want to hear your feedback. Since these files are very large, we regularly delete those that our development team no longer needs.

If you're not comfortable with screenshare recording, just let us know and we won't do it.

## 13. What we deliver...

When we carry out a project for you, we'll deliver the following elements:

- The full **source code** of the application, including the unit, functional, and integration tests that safeguard its long-term stability.
- **Infrastructure automation playbooks**, which help the operations team deploy servers and applications automatically.
- **Developer documentation**, outlining features and coding standards, to help new developers familiarize themselves with the code. (Since we have found that this documentation tends to get out of date quickly, we keep it high-level and focus instead on writing "self-documenting code" that is so concise and clear that it needs no further explanation.)
- An optional **list of third-party tools and licenses** used in your software, to help you renew any third-party subscriptions on time and stay on top of legal compliance.

## 14. ...and how we deliver it

We use the trunk based development approach.

We work with what Github calls “branches.” The “master” branch contains all peer-reviewed code.

When a developer starts working on a new Trello card, they usually create a new branch that they clone from the “master” branch. This allows them to make changes to the source code in isolation, so their work doesn’t conflict with other developers.

When the card moves past “ready for peer review” in Trello, the developer merges the associated source code back into the “master” branch.

Once code is in the master branch, and you have paid for it, we recommend that you download it, store it at your own premises, and back it up.

## 15. Who owns what

### 15.1. Source code and third-party platforms and libraries

**Any source code that you have paid for is yours.**

Your code will incorporate platforms and libraries created by third parties. This is completely legal and permissible, but the code in those elements is used under license, and does not become your property..

**You do not own the code of third-party platforms and libraries incorporated in your code, and the licenses may also limit what you can do with your software in terms of redistribution and so on.**

If you want, we can provide regular licensing reports itemizing the software, plug-ins, and other third-party products that we’ve used in your application.

### 15.2. Github comments

You have access to our Github account and can download your source code at any time. However, sharing our Github environment means respecting certain conventions.

**Any comments we post on work-in-progress code during peer review are confidential and remain our property. You can read them, but you cannot share, forward, or redistribute them.**

This is because developers need to feel safe to say what they want during peer review. They also need to trust that whatever they say, or whatever is said to them, will remain confidential.

### 15.3. Material you provide to us

Any files, documents, data, and so on that you make available to us remain your property.

### 15.4. Project communication

Project communication is shared property that must stay private to your team and ours. We keep the Trello project online for the duration of the project. After that, we delete the project from Trello.

## 16. Confidentiality

If either of us provides confidential information to the other before, during or after we carry out work under this agreement, we agree to keep it confidential.

Confidential information includes:

- anything marked as confidential,
- anything that you or we know was intended to be confidential,
- anything that you or we should reasonably suspect was intended to be confidential.

The code we produce for you and related documentation are always confidential.

We agree to make sure our respective employees and contractors, as well as any third parties that we engage in the course of this agreement, also safeguard confidential information.

This rule will remain in force after the agreement ends (for any reason), and for as long as the party who provided the information can reasonably claim that it is still confidential.

We reserve the right to use the skills we acquire from carrying out this agreement to help our other clients, but without revealing any confidential information. The same applies to skills we acquired during earlier projects that now benefit you.

## 17. How we respond to incidents and emergency calls (managed services only)

We monitor your system 24 hours a day, seven days a week.

You can also call us 24/7 in case of emergency. If we don't answer straight away, we'll respond to your message within 30 minutes.

To make sure that we can always contact each other, we shall check our mutual contact details every three months.

We will also agree with you how or when you want to be contacted in case of an incident, and what protocol you want us to follow.

Outside office hours, we will respond to:

- an emergency call from you,
- an automatic downtime notification from our uptime monitoring system,
- an automatic notification from intrusion detection software (if installed).

We'll try to remedy the situation – or, if that's not possible, try to stabilize it until our team can put a fix in place.

### 17.1. Continuity and disaster recovery

Unless agreed otherwise, we replicate the database server on the primary location to a different server at a different location. This replication is carried out in real time, so there's always a copy that we can use in case of a problem with the main server.

We also make a nightly backup of your entire database and keep it at a separate location.

This gives us two options for disaster recovery.

We recommend doing a "fire drill" every three months, to test our ability to recover.

We make you owner of your domain, and make you the signatory of our hosting contracts, so you can take over hosting at any time.

**If you do change the domain or take over hosting, you assume responsibility for all hosting, maintenance, and related services, including system updates, vulnerability scans and so on.**

## 17.2. Security

We manage security according to our Information Security Management System (ISMS). We update the ISMS regularly as we identify new security risks and develop policies to address them.

Every three months, we share a security briefing with all our clients, providing an update on recent security issues and the actions we've taken to address them.

We host your servers and back up your data within your area of jurisdiction. (We treat the US and EU as single areas of jurisdiction.)

We'll agree a maintenance policy with you that includes a scheduled rota of security checks. By default, we carry out this rota daily, weekly, monthly, and quarterly, but your contract may specify different frequencies, based on your requirements.

You have an important part to play in making sure your software and data stay secure:

**You are responsible for keeping your access credentials secure.**

**You must use strong, unique passwords.**

**You must never share passwords with anyone, or store them insecurely.**

**If two-factor authentication ("2FA") is available, you must always use it.**

**You should always keep your passwords safe. We strongly recommend that you use a tool such as [1Password](#).**

Since your own actions are crucial to ensuring the security of your software and data, you may want to consider developing your own ISMS. We're happy to offer general, informal advice on best practices, although we can't offer guidance on security issues



specific to your business.

If you're unsure about anything to do with security, always ask us. We would much rather spend time helping you avoid a potential security breach than deal with an actual breach in an emergency.

## 18. If you're dissatisfied

If you're dissatisfied with any aspect of our service, you need to tell us straight away, within one business day. We'll reply within one business day too.

**If you're dissatisfied with our service, you must tell us within one business day.**

**We'll reply within one business day as well.**

Our response to problems has two parts: fixing them (correction) and making sure they can't happen again (corrective action).

Very rarely, problems may arise due to "screw-ups", where one of our team has blatantly violated best practices or failed to follow our procedures. If this happens, we'll correct the problem and take corrective action, under our warranty (see below).

Ironing out bugs, and making changes in response to your feedback, are normal parts of software development. They're not covered by our warranty (see below) and wouldn't normally be cause for making a complaint.

## 19. Warranty

**We offer two performance guarantees. The first is the 30-minute response time described above in "How we respond to incidents and emergency calls," and the second is the correction of problems arising due to "screw-ups" described above in "If you're dissatisfied."**

**Otherwise, we promise to "do our best." We'll develop and maintain your software to the best of our ability, and do everything we can within the time available to keep it running smoothly and safe from security threats.**

If people get sick, or become unavailable for other reasons, we do our best to rotate teams or replace them.

If you have a hard deadline for completing your project, we may agree to enlarge our team, to maximize our chances of delivering on time.

However, it takes time to bring new team members on board and induct them into our workflows. Inevitably, they won't be as familiar with your software as the people who previously worked on it. So we may not be able to maintain exactly the same level of service, without interruption.

**In general, we can't be held responsible for problems that arise for any reason other than malice or gross negligence.**

For example, if we knowingly over-committed ourselves and had to move people to another project, actively endangering yours, you would have good cause for complaint. But if those team members weren't available because of sickness, or because they moved on, we wouldn't be liable.

In any outsourcing arrangement, there is always some residual risk that can't be transferred to the service provider.

**If you're concerned about the impact that the availability of our team could have on your business, you should consider mitigating that risk by taking out insurance.**

## **20. Liability**

**Except in the case of intentional misconduct or willful recklessness by our managers, our liability is limited to the amount you have paid us in the six (6) months prior to the moment the cause of the damage occurred.**

**We are in no event liable for indirect or consequential damages. This includes, but is not limited to, lost profits, lost savings, loss or destruction of data, damages resulting from claims of third parties against you, or damages through business interruption.**

You can only claim damages if you report them in writing no later than two (2) months after discovery.

In case of force majeure (see section 22), we will under no circumstances be liable for compensation.

## **21. Non-solicitation**

As we both know, very large investments in time and money are involved in finding and training people.

We ask you not to offer our staff employment, and we promise not to do the same with yours.

During the term of this agreement and for one (1) year thereafter, neither of us shall make offers of employment to the personnel of the other or its affiliates without prior written agreement.

## **22. Force majeure**

Neither we nor you will be liable towards the other if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, cybercrime, (distributed) denial of service attacks, failure of a utility service or transport or telecommunications network, war, riot, fire, flood, storm or unforeseeable default of suppliers, provided that the other party is notified of such an event and its expected duration.

## **23. Cancelling this agreement**

We or you can cancel the contract with 30 days' notice, without giving a reason.

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In either case, we will reach out to you to arrange the handover of any source code, data, and any other materials that belong to you, or that we've received from you.

We will not charge you for the handover of the master branch of your source code and one snapshot of your data.

If you need additional assistance, such as training the team that is taking over the software, we will charge this separately.

## 24. Changes to this agreement

We reserve the right to adapt or add to this agreement if we have a good reason to do so.

If we change the agreement, we will let you know at least one month before the changes take effect.

If you do not wish to accept a change, you must let us know within two weeks of us telling you about it. We may then decide not to make the change. If we decide to go ahead with it, you have the right to terminate the agreement as described in section 23. If you don't terminate the agreement, that constitutes acceptance of the change.

## 25. Final provisions

### 25.1. Disputes and mediation

If we have a dispute about this agreement, we will first try to resolve it through mediation, using a mediator we both agree on.

If we cannot agree upon a mediation third party, or if the mediation is unsuccessful, the dispute can be brought before the competent court in the Netherlands in the jurisdiction where we have our registered office.

## 25.2. Notifications in writing

If a provision in this agreement says that a notification must be performed 'in writing', email is acceptable.

## 25.3. Authenticity of communications

We will assume that any communication we receive from you is authentic, unless you prove otherwise

## 25.4. Validity

If any part of this agreement turns out to be invalid or unenforceable, for any reason, the rest of the agreement will stay in force.

If a court finds that any part of this agreement is invalid or unenforceable, but that it would become valid and enforceable if it was limited, then it will be deemed to be written, construed, and enforced as so limited.

## 25.5. Right of transfer

We have the right to transfer our rights and obligations under this agreement to a third party that takes over the relevant business activity from us.

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