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Terms and Conditions for Fixed Price Development

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Shared terms for business and consumer customers. Read these Terms with the signed Statement of Work.

For Business Customers the default service liability limit is £250,000 in aggregate for all claims combined for an Ordinary Engagement that does not include live-production access. A Live-System Engagement needs an expressly agreed aggregate in the SOW before that work starts. Related SOWs, phases, restarts and invoices do not reset a limit. The stated exceptions, Consumer protections, refunds and court-awarded costs remain outside it. Services may include development, test and live-system work within the signed Statement of Work, subject to the Appendix D precautions.

This version applies only when agreed for a new engagement, or expressly adopted by both parties. Publishing it does not change an existing agreement.

1 Who I am and how the Agreement works

John Taylor is a sole trader trading as Protoworks ("Protoworks", "I", "me"). You are the customer named in the Statement of Work ("SOW"). My address is 17 Blenheim Drive, Newtownards, BT23 4QY, Northern Ireland. Email: enquiries@protoworks.uk. Telephone: +44 2891 621976. Website: https://www.protoworks.uk. Use these details for questions, complaints and cancellation notices.

These Terms and the SOW signed by both parties form the Agreement. The SOW sets the fixed project fee, scope, deliverables, intended use, acceptance criteria, timetable and payment arrangements. I record the contracting person or organisation and the actual project purpose before signing. The SOW also states whether the authorised work includes access to, or change of, a live or production system (a Live-System Engagement under section 11), and what support after delivery is included, even if the answer is none. Appendix D is the live-system checklist for any project that includes production access.

Engagement for the business liability limit. Before booking, the SOW identifies the distinct agreed project or task, its related phases and its reference (the "Engagement"). Related SOWs under these Terms for that same project or task form one Engagement. Changes, continuations, restarts, new phases, renamed documents and separate invoices do not reset its limit. Genuinely separate projects or tasks are separate Engagements; different customers are not pooled. Work under other service terms shares the same aggregate only through the express shared arrangement in section 11. The scope is agreed before commitment and cannot be widened retrospectively to combine otherwise separate work.

The core project terms apply to everyone. An individual acting wholly or mainly outside their trade, business, craft or profession is a Consumer. A customer who is not a Consumer is a Business Customer. An occupation, trading name, future business plan or declaration alone does not settle status. Section 10 preserves consumer rights; section 11 applies only to Business Customers.

The SOW takes priority over inconsistent wording in these Terms, except that mandatory legal rights and the consumer protections in these Terms take priority over the SOW and any change request. Nothing in the Agreement removes a right that cannot lawfully be excluded. An unenforceable provision does not apply to that extent; the rest continues where it can do so. This does not permit an unfair consumer term to be rewritten to make it binding.

You do not need to sign these Terms separately. The SOW may be signed electronically or in counterparts. Unless the SOW says otherwise, the contract date is the date of the last of its two signatures. Optional consumer consent signatures do not change that date. I supply completed documents and required consent confirmations in a form you can keep. A business day is Monday to Friday, excluding public holidays in Northern Ireland.

2 Project scope and starting work

The SOW describes what I will do and provide, what you must supply, any dependencies, and any prototype or experimental limitations. A prototype must still meet the agreed scope and applicable legal standards. I do not promise an unagreed commercial result. Ongoing support, hosting, monitoring, availability and any response commitments are included only to the extent stated in the SOW. Support tasks, availability and any response commitments must be stated in every SOW that includes deployment or live-system change, even if the stated answer is that no post-completion support is included. A development project does not imply continuing or round-the-clock support. If the SOW is silent, I will still correct failures of the agreed deploy or live change caused by my breach or lack of reasonable care and skill, at no extra charge, for 30 days from acceptance. That correction duty is not monitoring or an on-call commitment.

Services and working environments. Services may include software development, electronic circuit and PCB design, embedded firmware, investigations, changes, deployment and agreed support in development, test or live environments. These Terms and the SOW cover the agreed work in each environment. The SOW identifies the affected systems, intended use, authorised tasks and access, deliverables and any deployment or support arrangements. I will not access or change a live or production system unless the SOW records the Appendix D precautions. Recording those precautions is a condition of starting that work; it is not a customer condition that reduces my liability. Before work affecting a system, I agree proportionate further precautions with you, including responsibilities for access controls, testing, backups and recovery, deployment timing and rollback where relevant. Your backup responsibility does not exclude liability for loss I cause or any consumer remedy, and is not a condition of that liability. I work only within the authorised scope and permissions. If a material risk, missing permission or unrecorded Appendix D item prevents safe or lawful progress, I explain it promptly, pause the affected work and agree how to proceed through the usual written change process. These arrangements do not exclude responsibility for my own unauthorised acts, negligence or other breach, or any statutory duty or remedy.

Electronic circuits, PCBs and connected devices. Where relevant, the SOW records whether I supply design files, assembled items, firmware, installation or some combination; the intended

users, operating environment and agreed evaluation or other expressly authorised use, within the scope and precautions agreed above; material safety limitations and required precautions; and the testing, production-readiness or conformity work included in the price. Unless the SOW expressly includes named conformity tests or a supplied physical item, the commission supplies design files, firmware and/or documentation only. It is not a CE or UKCA-marked product and is not a GPSR, Radio Equipment, EMC, electrical-safety or PSTI conformity assessment. Placing a physical item or consumer connectable product on the Northern Ireland, EU or GB market is your duty unless otherwise agreed. An evaluation-kit or prototype label is not an automatic exemption. For the agreed stage and intended use, I use reasonable care and skill in identifying the relevant testing and conformity tasks. The SOW records which tasks each party will undertake and any identified assessment deferred to a later phase. A design-only commission does not itself include an assessment of unagreed later manufacturing or deployment. Neither a prototype label nor allocation of tasks excludes a legal duty imposed on either party. Use beyond the agreed purpose needs a fresh assessment of suitability and applicable requirements; this does not excuse a failure to meet the agreed purpose or my own legal duties.

I record the agreed test inputs, environment, objective completion criteria and material limitations in the SOW or an agreed written project record. Before agreeing a fixed price, I check representative materials and technical details supplied to me where reasonably practicable. Later selections must remain consistent with the Agreement; any change to scope or price needs the change process in section 4.

Before a Consumer is bound, I provide the required contract information, including the total price and charges, performance and delivery arrangements, digital functionality and compatibility, ongoing costs and any cancellation rights or exceptions. For distance and off-premises contracts, I provide the required copy or confirmation on paper or another permitted durable medium, such as an addressed email with attachments, within the required time and before Services begin.

Work starts on the agreed authorised date after the deposit and required inputs are received. Where a consumer cancellation period applies, I wait until it expires unless you make a valid early-start request under section 10. Early digital supply requires its own consent where applicable. Signing the SOW or paying a deposit alone does not give either consent.

3 Price payments and expenses

I complete the agreed scope for the fixed project fee in the SOW. The price includes the applicable taxes and mandatory charges explained before signing. Extra effort needed to meet the agreed scope does not itself justify an extra charge.

The SOW sets a proportionate deposit and payment schedule, taking account of the work and commitments before delivery. The usual proposal is 50% on signing and 50% on acceptance, but it is not an automatic consumer deposit: I explain why any consumer advance is needed and agree a lower advance or stages where that better reflects the project. The amount and refund rules are made clear before signing. Invoices are payable within 14 days of receipt. The deposit is an advance against the fee, subject to the cancellation and refund rules; it is not automatically forfeited.

I provide a testable review version before requiring final payment. Final files are released promptly after acceptance and payment of amounts properly due. Any lawful right to withhold

an appropriate disputed amount or seek a price reduction is preserved; undisputed amounts remain payable.

I charge separately only for expenses expressly approved in advance, at cost. Any paid licence, recurring charge or additional work must be explained and agreed before commitment. Additional consumer payments need express consent and cannot be inferred from silence or a preselected option. Business late-payment interest is covered only by section 11.

Overdue payment and suspension. If an undisputed invoice remains unpaid after its due date, I may give a written reminder and at least seven calendar days' notice before suspending affected further work for that non-payment. I explain the scheduling effect and take reasonable steps to limit disruption. I do not suspend solely because you reasonably dispute the relevant charge or exercise a legal remedy, accelerate payment for work not performed, or withhold your property or paid-for work because an unrelated invoice is unpaid. Once the reason for suspension is resolved, I arrange resumption promptly at a reasonable agreed time; any further scope or price change still needs agreement.

4 Changes and your inputs

For work outside the scope, I provide a written change quotation stating the effect on price, deliverables and timetable. Work on the change begins only after your written approval; email is sufficient. Discussion or demonstrations alone do not authorise extra charges. Work needed to meet the agreed scope remains included. Consumer rights concerning binding statements and expressly agreed changes are preserved.

Please supply the materials, access and feedback reasonably needed, within the agreed times. I will tell you promptly if something is missing and explain the likely effect. Schedule changes must reflect the delay reasonably caused, and I will take reasonable steps to reduce its effect. Additional costs require prior written approval. This does not excuse delays or faults caused by me.

You must have permission to supply your materials and keep reasonable backups where relevant. These responsibilities do not exclude my liability for my own breach or lack of reasonable care and skill.

5 Review acceptance and warranty

On completion, I notify you and provide usable access to a testable review version, instructions and supporting materials sufficient to check the work against the Agreement. You have ten business days from receipt of both the notice and usable review access to test and report material defects. The review period pauses while access is unavailable for reasons attributable to me.

A material defect substantially affects the agreed intended use, judged against the Agreement and applicable legal standards. The SOW may give examples. Minor issues do not prevent acceptance unless individually or together they have that substantial effect; they remain subject to correction obligations and legal remedies.

Please give enough detail to identify and, where possible, reproduce a fault. Written reports help keep a record but are not a condition of a Consumer exercising legal rights. Within five business days of a report, I provide a written assessment identifying the relevant completion criterion, initial test findings and proposed correction or reasons for disagreement. If further

investigation is needed, I explain what is needed and give a response timetable. I correct faults for which I am responsible, at no extra charge and within a reasonable time, and provide an expected timetable and updated review version.

If a material-defect disagreement continues, I offer a discussion to take place within ten business days of the original report, subject to your availability. I compare the agreed criteria, test results and reported problem. Mediation, independent technical review or other alternative dispute resolution is voluntary unless legally required; arrangements and any costs need agreement. This process is not a condition of exercising legal rights and does not make my assessment conclusive.

After a correction, you have a fresh ten business days to retest the corrected work and affected functionality. Acceptance remains pending while a notified material defect is unresolved; other faults remain subject to correction obligations and legal remedies.

Acceptance and the final-payment milestone. For a Consumer, acceptance requires your express confirmation; silence, failure to test or expiry of a period is not acceptance. I allow reasonable additional review time where needed, including where you cannot reasonably assess the work. For a Business Customer only, acceptance may also occur for the payment milestone when the review or retest period expires without notice of a material defect, after a reminder at least three business days beforehand and any reasonable necessary extension. For every customer, a reported material-defect dispute keeps the related acceptance and final-payment milestone pending; my opinion is not conclusive. A lawful right to withhold an appropriate disputed amount remains. If acceptance is unreasonably refused or the parties cannot agree, either party may seek a negotiated or court determination of what is due; neither party decides the dispute conclusively.

Acceptance, payment and expiry of a review period do not waive rights that cannot be excluded or claims for faults not reasonably discoverable during review. Requests for additional features are handled separately from faults in the agreed scope.

An additional 30-day warranty starts on final acceptance and covers faults within the original agreed scope at no extra charge. It excludes faults caused solely by misuse, unauthorised changes or later environmental changes for which I am not responsible. It does not excuse my own selection, configuration or integration of third-party software. This warranty supplements legal rights and does not set a deadline for all claims.

Investigating faults. I explain whether a reported problem appears to be a fault covered by the Agreement or a proposed new task. Investigation or correction I already owe is not billable. Any proposed additional paid diagnostic work needs your clear prior agreement to its scope and price; finding no fault does not automatically authorise a charge.

6 Ownership and licences

With effect when the fees and approved costs properly due for the relevant deliverables have been paid, I assign to you the transferable intellectual property rights I own in the bespoke code, designs and other project-specific deliverables, excluding retained and third-party materials described below. This includes existing copyright and a present assignment of future copyright, taking effect subject to that payment condition. The SOW must identify these Terms and be signed by me as well as you so that it records the signed written assignment. Your own materials remain yours. I warrant that I own or am licensed to grant the rights promised in this section, and that I have obtained contributor permissions needed to grant them. I identify material third-party or open-source restrictions that affect the agreed intended use before you commit where I reasonably can, and on delivery in any event. If an attributable rights problem stops the agreed use, I will use reasonable efforts to provide a replacement or a refund of attributable fees, without limiting other legal remedies.

I retain my pre-existing libraries, tools and general-purpose code. I also retain newly developed general-purpose components only where their categories are expressly identified as retained in the SOW before contracting. They must perform common programming functions, be usable independently of your particular project and contain no customer confidential information or customer-specific implementation. Bespoke code and project-specific functionality remain subject to the assignment above. A component is not retained merely because it could be reused.

I identify incorporated retained components in the handover documentation. This records the agreed reservation and does not create a new reservation after contracting. Newly developed components outside the agreed retained categories are treated as project-specific for assignment. Third-party materials remain subject to their own licences.

For retained materials incorporated in paid deliverables, you receive a perpetual, royalty-free, non-exclusive licence to use, copy, modify, maintain and further develop them as part of the deliverables, including in later versions and stages. Your users, support providers and a successor owner may exercise those rights, including when distributing or transferring the deliverables with the incorporated materials. The licence does not permit sale of my materials as a separate standalone product.

Third-party materials remain owned by their rights holders and subject to their licences. I identify incorporated components, provide notices or links and explain material restrictions on intended use. Any paid licence needs prior express agreement. Third-party licences do not remove my contractual responsibilities or mandatory consumer rights.

You may use review versions and supporting materials to test the agreed deliverables before final payment. On cancellation, the assignment and incorporated-material licence apply to work handed over once the applicable charges for that work have been paid.

Transfer formalities. I obtain contributor rights and permissions needed to grant the rights promised in this section and sign reasonable further documents needed to complete that agreed transfer, without an additional assignment fee. Moral rights are not assigned; any consent or waiver needed for the agreed project use is identified and recorded in an appropriate signed instrument where required. No third-party right is transferred unless its owner has authorised that transfer.

7 Confidentiality and publicity

Each party keeps the other's confidential information confidential for five years after disclosure, and trade secrets for as long as they remain secret. It may be used only to perform the Agreement and shared with advisers, personnel or support providers only as needed, under appropriate confidentiality duties.

Necessary providers and incidents. A party allowing a cloud service, AI tool or other support provider access must ensure that access and use are restricted consistently with this section and any applicable data-processing agreement. This does not authorise general model training, advertising or unrelated product development using the other party's confidential information; those uses need separate express written permission. A party becoming aware of material unauthorised access to, use of or disclosure of the other party's confidential information in its possession or control, or through a provider it permitted to access that information, notifies the other party without undue delay, provides information reasonably needed to understand and limit the harm, and takes reasonable steps to contain and address the incident. This does not require a legally prohibited disclosure or waiver of legal privilege, and does not replace statutory reporting duties.

This does not cover information already lawfully known, independently developed, lawfully received from another source, or public without a breach. Disclosure required by law or a court is permitted, with advance notice where lawful and practicable. A separately signed NDA applies according to its terms. I will sign a reasonable mutual NDA protecting the project without preventing work for others in the same field.

Protected disclosures. Nothing here prevents a disclosure that cannot lawfully be restricted, including an applicable protected whistleblowing disclosure or reporting suspected criminal conduct to law enforcement or another competent authority. No advance notice is required for those disclosures.

Return and deletion. On the other party's reasonable written request, or when confidential information is no longer reasonably needed for the Agreement, each party returns or securely deletes it without undue delay, normally within 30 days, subject to any shorter legal deadline. A reasonably necessary alternative timetable needs written agreement. Copies may be retained only as reasonably needed for legal, regulatory or insurance obligations; proportionate protection of legal or contractual rights; or routine backups that cannot reasonably be isolated and deleted without disproportionate effort. An archive or business-record label alone does not justify retention. Retained copies have restricted access, may be used only for the retention reason and are deleted when it ends; qualifying backups may expire through their normal cycle. The applicable confidentiality duties continue. This does not require deletion of deliverables or other materials a party is entitled to retain and use. Any stricter legal or agreed data-processing requirement continues to apply.

Publicity is optional for every customer. I obtain separate written permission before publishing your name, logo, identifying details or an identifiable project description. I agree what may be published and where. If permission is withdrawn, I stop new use and remove material under my control within seven days. Withdrawal does not make earlier lawful publication unlawful.

Publicity does not disclose confidential information, source code, proprietary algorithms, financial or security-sensitive information, or material protected by an NDA. Personal

information is handled in accordance with applicable data-protection law and the privacy information supplied to you.

Personal data and project access. Each party complies with applicable data protection law. Before I process personal data on your behalf, I identify the relevant roles and agree any required written data-processing terms, documented instructions, authorised providers and appropriate security arrangements. These service terms and an NDA are not a substitute for that agreement. I will not access a live or production system that holds personal data until any required data-processing terms are agreed. General restrictions on contractual audits do not restrict information, audit or inspection duties required by data protection law, or powers of a regulator or court.

8 Cancelling a project and handover

You may voluntarily cancel a SOW at any time by written notice. This section applies outside a statutory consumer cancellation right and does not set the charges for termination caused by my breach. Statutory cancellation follows section 10 instead.

I stop work promptly and charge for conforming work reasonably completed before notice at the hourly rate in the SOW, capped at its project fee. If no rate was agreed, I use a reasonable proportion of the fee attributable to that work. I do not charge for correcting my own faults or for work not performed.

Separately approved, unavoidable third-party costs may be charged only where reasonably incurred, non-cancellable and not already included in the work charge. I seek available refunds or alternative uses and deduct savings. Total charges cannot exceed the project fee plus approved expenses. For Consumers, the result must also be fair, proportionate and no more than the reasonable net loss directly resulting from cancellation, without double recovery.

I provide a task and time summary and relevant supporting time entries and work records sufficient to explain the charge. Unrelated client information and confidential internal details may be redacted. This gives no contractual right to audit my internal systems, but preserves disclosure required by law or a court and your right to challenge a charge. Payments are credited and unused advances refunded within 14 days of the cancellation notice.

Either party may end a SOW for the other's material breach if it is not remedied within 14 days after written notice identifying the breach and asking for a remedy. Any legal right to end sooner for a sufficiently serious breach, and consumer statutory remedies, remain available.

Serious legal, safety or security risk. I may immediately suspend affected work where continuing would be unlawful or create a serious safety or security risk. I explain the reason and proposed next steps promptly, limit suspension to what is reasonably necessary and take reasonable steps to resolve it. This does not remove my duty to address a risk I caused or your rights concerning my breach, unperformed work, refunds or handover. Any ending of the project follows the applicable termination provisions and legal rights; suspension is not an unrestricted right to abandon agreed work.

If you end because of my breach, the voluntary hourly charge does not automatically apply. I refund sums for work not supplied or not conforming, subject to the remedy or payment properly due under law. Rights to a price reduction, refund or damages remain. I do not demand the remaining fee for work I will no longer supply.

On ending the project, I return your materials and hand over reasonably completed work-in-progress once the charges properly due for it are paid. Unrelated invoices do not prevent that handover. Ownership follows section 6. Legal rights to recover your property or withhold an appropriate disputed payment are preserved.

9 Delays complaints and governing law

Events beyond reasonable control

Neither party is liable for failure caused by an event genuinely beyond its reasonable control, to the extent it could not reasonably have been prevented or overcome. Ordinary resourcing problems, lack of funds or supplier failure are not automatically such events. This does not exclude responsibility for my own fault or mandatory consumer rights.

The affected party promptly explains the event and takes reasonable steps to reduce disruption. I agree revised dates where practicable. If performance is prevented for more than 30 consecutive days, either party may end the SOW by notice. I refund advances for work not performed within 14 days and hand over paid, conforming work. Earlier legal termination and refund rights remain; suspension does not accelerate payment for work not performed.

Complaints

Contact me using section 1 with the project reference and problem. I aim to acknowledge complaints within five business days and respond substantively within ten business days, or explain the delay and expected response date. Where legally required, my outcome explains available alternative dispute resolution (ADR) or other arrangements in which I am obliged to participate. You may also contact Consumerline (Northern Ireland) or your local district council trading standards service. Using them is not required before court action. Voluntary mediation may also be agreed. You do not have to use a complaint or voluntary dispute process before exercising a legal right; neither party must accept binding arbitration or give up the courts unless the law requires it.

Law and courts

Northern Ireland law governs the Agreement. For Consumers, this does not remove mandatory protections under the law applicable to you or any legal right to use courts where you live. I bring proceedings against a Consumer only in a court permitted by the applicable rules. The business-only court provision is in section 11.

For every customer, nothing in the Agreement excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability or protection that cannot lawfully be excluded.

10 Consumer rights

This section applies where you are legally a Consumer. It supplements the core terms and cannot be overridden by the SOW. The factual purpose of the purchase determines your status; signing does not waive statutory rights.

Quality and remedies

Services must be performed with reasonable care and skill, meet legally binding information and commitments, and be completed within the agreed time or, if none is agreed, within a reasonable time. Where the statutory conditions are met, you can require repeat performance at my cost, within a reasonable time and without significant inconvenience. If that remedy is impossible or not provided as required, you may receive a price reduction, including a full refund where appropriate.

Paid digital content must be of satisfactory quality, match its description and be fit for a particular purpose made known to me where you reasonably rely on my skill or judgment. Where it fails these standards, repair or replacement and then a price reduction are available under the statutory conditions. Damage to your device or other digital content caused by my lack of reasonable care and skill may entitle you to repair or compensation. Physical-goods rights are set out in Appendix C when goods are supplied.

Information and statements about me or the Services that the law treats as binding form part of the Agreement, including statements you took into account when deciding to contract or making a later decision about the Services. Qualifications or changes need express agreement where the law requires it.

These remedies supplement other legal remedies, including damages and any lawful withholding of an appropriate disputed amount. Rights are not conditional on my confirming a fault, your signing a waiver, or reporting within the contractual review or warranty period. Statutory refunds follow the applicable time limit and original payment method unless you agree otherwise, without a refund fee.

Cooling-off cancellation

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 normally provide cancellation rights for qualifying distance and off-premises contracts. I explain before signing whether a right applies and any relevant exception. Bespoke development Services or digital deliverables are not automatically exempt just because they are custom-made.

For Services and digital content supplied without a physical medium, the right normally runs from the time the contract is made until the end of 14 days after that day, subject to the valid early-performance exceptions below. Physical-goods periods are explained in Appendix C. If required cancellation information is missing, the period can extend by up to 12 months; if it is supplied during that extension, you normally have 14 days after receipt to cancel.

Mixed supplies. I identify the relevant Services, digital content and goods before you contract and explain the legally applicable cancellation arrangements. If the Agreement is a sales contract combining goods and Services, its cancellation timetable is the goods timetable in Appendix C, subject to any genuine statutory exception explained before agreement. An early-services request, or completion of the Services, does not shorten that sales-contract timetable. A custom-goods exception does not automatically remove cancellation rights for a separately contracted development service or electronic digital-content supply.

Tell me clearly that you wish to cancel using the contact details in section 1. Appendix A is optional: any clear statement, including by telephone, is sufficient. Sending notice before the deadline is enough. Email or post helps you keep evidence. I acknowledge receipt promptly.

Starting Services during cooling-off

I start during the period only after your express request. For off-premises contracts, the request must be on paper or another durable medium. Appendix B1 provides an optional form. I explain beforehand that, if you cancel after a valid request and the required information, any payment is the proportion of the agreed total price attributable to Services supplied up to cancellation. An excessive total price is assessed using their market value.

The hourly voluntary-cancellation calculation, a separate penalty or an automatic third-party-cost deduction does not replace that statutory calculation. No charge is due for Services supplied during the period if the required request or cancellation and payment information was not obtained or supplied. Starting work alone does not end the cancellation right. For a services-only contract, it ends on full performance only if you requested the early start and acknowledged beforehand that full performance would end it. This does not shorten the applicable cancellation period for a mixed sales contract.

Supplying digital content during cooling-off

Before supplying identified digital content without a physical medium during the period, I obtain your separate express consent and acknowledgment that the cancellation right for that digital supply will be lost when supply begins. I provide the legally required confirmation.

Appendix B2 provides a separate optional form. Where the statutory rules provide, you bear no cost for supply during the period if the required consent, acknowledgment or confirmation is missing.

Digital-supply consent does not by itself remove cancellation rights for separate development Services. Neither early-performance consent removes remedies for faulty work or content. I identify the relevant Services or content before asking for consent. Signing the SOW or paying the deposit alone is not consent.

For statutory cancellation of Services or digital content, I refund without undue delay and within 14 days after notification, less only a payment permitted by the statutory rules above. Refunds use the original payment method unless expressly agreed otherwise and carry no refund fee.

My responsibility to Consumers

I am responsible for reasonably foreseeable loss or damage caused by my breach or lack of reasonable care and skill. A loss is foreseeable if it is an obvious consequence or I and you knew, when contracting, that it might result. I am not responsible for loss I did not cause or that was not reasonably foreseeable, without limiting responsibility imposed by law. The business liability limit and commercial-loss exclusions in section 11 do not apply to Consumers.

11 Additional terms for Business Customers

This section applies only where you are legally a Business Customer. Nothing here excludes or limits death or personal injury caused by negligence, fraud or fraudulent misrepresentation, a legal obligation concerning title that cannot be limited, or any other non-excludable liability.

The Terms and signed SOW record the agreed project. No unagreed feature or outcome is promised merely because it was discussed. This does not exclude liability for misrepresentation or for an express commitment on which you were legally entitled to rely. Changes require express agreement; email is sufficient.

I may charge simple interest on undisputed overdue amounts at 4% per annum above the Bank of England base rate for the overdue period. This contractual interest does not apply to Consumers. That rate is intended as a substantial contractual remedy for the purpose of the Late Payment of Commercial Debts (Interest) Act 1998. If it is not a substantial remedy, statutory interest, fixed compensation and reasonable recovery costs under that Act apply instead; the two regimes are not stacked. This interest and those statutory remedies apply only to a Business Customer.

Business liability limit

For Business Customers only, subject to the exceptions and protections in these Terms, my total financial liability for an Ordinary Engagement is limited to £250,000 in aggregate for all claims combined. An Ordinary Engagement is an Engagement whose SOWs do not authorise access to, or change of, a live or production system, and do not involve processing personal data on such a system. This is one total for the whole Engagement, including unrelated acts or incidents within it, rather than a separate allowance per claim, incident, Work Brief, SOW, phase, restart or invoice. A genuinely separate Engagement has its own limit. Any higher limit agreed expressly in writing takes priority for the work it covers.

Live-System Engagement. A Live-System Engagement is one whose SOW authorises access to, or change of, a live or production system, or processing of personal data on such a system. I do not apply the £250,000 Ordinary Engagement figure to that work silently. Before you sign the SOW, it must expressly state the applicable aggregate financial limit for that Engagement. If it does not, I will not start the live-system work. You may agree a higher limit. A monetary limit is not a statement that any claim is insured, and I will not describe a cap as insured unless I have current written confirmation. The same exceptions, Consumer protections, refunds and court-awarded costs remain outside whatever business aggregate is agreed.

This aggregate applies however a claim is framed, including contract, negligence and other civil causes of action. It is not reduced to the fees or the amount an insurer pays, and is not conditional on insurance cover or payment. Refunds, repayment of overpayments and other sums properly owed to you are payable separately and do not use up the aggregate. Court-awarded legal costs are dealt with by the court and do not use it up. The non-excludable liabilities and Consumer protections in these Terms remain outside the business limit. For a Live-System Engagement, the aggregate is the figure the SOW expressly states.

Sharing across service agreements. Hourly and fixed-price agreements share one Engagement aggregate only where their accepted Work Briefs or SOWs expressly identify the same Engagement and adopt this shared aggregate scheme for the identified agreements. Where so agreed, all claims within that scheme use one applicable total — £250,000 for an Ordinary Engagement, or the figure expressly agreed for a Live-System Engagement — with no separate allowance under each instrument. A change of charging model does not reset that agreed shared total. Otherwise this clause does not reduce protection under another contract. It does not retrospectively change an earlier agreement, reduce an already agreed higher protection or remove an accrued right; any proposed change needs a separate express agreement identifying the affected contracts and provisions.

Business losses and risk allocation

For Business Customers only, neither party is responsible for indirect or consequential loss. Direct loss is not excluded merely because it includes lost profit, revenue, business opportunity, anticipated savings, goodwill, property damage or reasonable data-restoration costs. A claimant must still prove breach, causation, legally recoverable loss and reasonable steps to reduce loss. Customer payment obligations remain payable.

Before booking, I discuss the intended use and working environment, material risks identified by either party and appropriate precautions. These Terms apply to the agreed development, test and live-system work. Live-system work uses the Appendix D floor and the Live-System Engagement limit in this section. You may ask to discuss a higher limit or different allocation before committing; any change requires express agreement. This is not a declaration that you have read or negotiated a term or a waiver of legal protection. Each business limitation remains subject to applicable statutory reasonableness requirements.

Separate NDA and overlapping loss. A separate NDA governs confidentiality according to its terms. Where the parties expressly adopt its coordinated service-aggregate rule for an identified Engagement, ordinary loss for which I am liable under both the NDA and the service agreement counts towards the one applicable service aggregate, however the claim is framed. The NDA's ordinary limit neither reduces that service protection nor supplies a separate top-up after the service aggregate is used. A purely standalone NDA loss remains subject to the NDA's own rules. Nothing here caps conduct that the NDA expressly leaves uncapped, reduces an earlier or higher agreed protection without express agreement, or permits recovery twice for the same loss. Consumer protections and non-excludable rights remain unaffected.

The courts of Northern Ireland have exclusive jurisdiction for Business Customers. These business-only provisions do not reduce the core project protections expressly given to every customer.

Appendix A Consumer cancellation form

Use this form only if you wish to cancel. You may instead send any clear statement of cancellation. No signature is needed when cancelling by email. Send to John Taylor trading as Protoworks, 17 Blenheim Drive, Newtownards, BT23 4QY, Northern Ireland. Email: enquiries@protoworks.uk. Telephone: +44 2891 621976.

I/We (*) hereby give notice that I/We (*) cancel my/our (*) contract of sale of the following goods (*) / for the provision of the following service (*). For digital content, identify it in the description. (*) Delete the alternatives that do not apply.

Description of goods, services or digital content being cancelled

Work Brief, SOW or order reference

Ordered on / received on (as applicable)

Name of consumer or consumers

Address of consumer or consumers

Date of cancellation notice

Signature of consumer or consumers (only if sent on paper)

Appendix B1 Optional request to start services early

For consumer distance or off-premises contracts only. Complete separately if you want the identified services to begin before the applicable cancellation period ends. Leave it unsigned to wait. Signing the Work Brief or SOW, accepting the Terms or paying does not make this request. An equivalent express request and acknowledgement by email can be used.

[ ] I expressly request that Protoworks begin the identified services before the applicable statutory cancellation period ends.

[ ] I understand that, if I cancel after a valid request and the required information, I must pay only a reasonable amount proportionate to the services actually supplied before cancellation, calculated as explained in the applicable Terms. No unworked minimum, rounding above that amount, penalty or automatic deposit forfeiture applies.

[ ] For a services-only contract, I acknowledge that the statutory right to cancel the service ends once it has been fully performed after my express request. This does not shorten a mixed sales contract's goods cancellation period or remove rights concerning faulty work. This request does not consent to early digital-content supply.

Consumer name

Work Brief or SOW reference; contract date and cancellation deadline

Services covered by this request

Requested start date

Consumer signature or express email confirmation; date

Protoworks retains and sends a copy of the request and acknowledgement. For off-premises contracts the request must be on paper or another durable medium. Any longer cancellation period applicable to a mixed sales contract remains in force.

Appendix B2 Optional consent to early digital supply

For electronic digital content only, where a separate statutory cancellation right applies. Complete separately if you want the identified content before its cancellation period ends. Leave it unsigned to wait. An equivalent express consent and acknowledgement by email can be used.

[ ] I expressly consent to Protoworks beginning supply of the digital content identified below before the end of its statutory cancellation period.

[ ] I acknowledge that I will lose the statutory right to cancel that digital-content supply once supply begins after my consent.

This consent covers only the identified content and delivery method. It does not remove cancellation rights for unperformed services or physical goods, rights to repayment of sums not properly due, or remedies for defective, misdescribed or otherwise non-conforming content. It is separate from an early-services request.

Consumer name

Work Brief or SOW reference and contract date

Digital content covered by this consent

Proposed supply date and delivery method

Consumer signature or express email confirmation; date

Protoworks confirms this consent and acknowledgement in a contract copy or confirmation you can retain before supply. If the required consent, acknowledgement or confirmation is missing, the consequences in the applicable Terms and law apply.

Appendix C Physical goods only

This annex applies only when your SOW includes physical goods. It does not apply to a software-only commission. Before signing, the SOW identifies the goods, price, delivery arrangements and any genuine custom-made exception. If Services, digital content and goods are combined, I explain the applicable cancellation arrangements.

Consumer quality rights

Consumer goods remain at my risk until you or your nominated recipient takes physical possession, subject to any statutory exception for a carrier you commission independently. I deliver by the agreed date or, if no date was agreed, without undue delay and within the applicable statutory period, normally 30 days. Statutory rights to end for refusal or qualifying delay and receive a refund remain available.

Goods must be of satisfactory quality, match their description and be fit for a particular purpose where the law requires. Agreed installation must also meet legal requirements. Faulty or non-conforming goods may give a Consumer a short-term right to reject, normally within 30 days, or rights to repair or replacement followed by a price reduction or final rejection under the statutory conditions. These rights remain even for custom-made goods. I bear the reasonable return costs required by law for faulty-goods remedies.

Consumer change-of-mind cancellation

Where a statutory cancellation right applies, the period normally ends 14 days after you or your nominated recipient receive the goods. For goods ordered together but delivered separately, it normally runs from receipt of the last goods. The information, notice and extension rules in section 10 also apply. The statutory change-of-mind right does not apply to goods genuinely made to your specifications or clearly personalised. Merely making an item to order from a standard range does not necessarily qualify. I identify any exception before you contract. This does not remove faulty-goods rights or any contractual right to cancel under section 8, with the charges that section permits. For goods that can be cancelled, send them back promptly and within 14 days after telling me, to the address in section 1 unless I arrange collection. You pay the direct return cost only if told before contracting; otherwise I pay. For goods not normally returnable by post, the required return-cost information or reasonable estimate is supplied beforehand. Where an off-premises contract involves goods delivered to your home when the contract was made and not normally returnable by post, I collect them at my expense as required by law. I may make a legally permitted deduction for handling beyond what is needed to establish the goods' nature, characteristics and functioning, only where required cancellation information was supplied. I refund without undue delay. If collection is offered, the refund is due within 14 days after cancellation notice. Otherwise I may withhold it until I receive the goods or evidence of their return, whichever comes first, and refund within 14 days of that point. Refunds include my least expensive standard outbound delivery where applicable, use the original payment method unless expressly agreed otherwise, and carry no refund fee.

Appendix D Live-system floor

This appendix applies when a SOW authorises access to, or change of, a live or production system, or processing of personal data on such a system. I will not start that work unless the SOW records the items below. An unrecorded item is a reason to pause, not a customer condition that reduces my liability. Your backup duty does not exclude liability for loss I cause or any consumer remedy.

1. Named systems, environments and credentials in scope, and systems explicitly out of scope.
2. A backup taken and a restore tested, with the date and who tested it, or your written acceptance that no tested backup exists.
3. A rollback or reverse-change described, or an express recorded decision to proceed without one.
4. An agreed change window and the person who may abort.
5. Least-privilege access, multi-factor authentication where available, and no reuse of your credentials on another system or provider.
6. Incident notice: without undue delay, and in any event within a stated number of hours.
7. Support after completion: the period, response times (or none), whether evenings or weekends are covered, and the rate and cap for out-of-scope incident work.
8. Whether personal data is present and, if so, that required data-processing terms are agreed before access.
9. For a Business Customer, the expressly agreed aggregate financial limit for this Live-System Engagement.
10. Confirmation that this is a Live-System Engagement, not an Ordinary Engagement, and that a prototype or advice label does not change that.

A short email exchange recorded in the signed SOW can cover these items. I will pause rather than proceed on an unagreed live change.