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Terms and Conditions for Hourly Services

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Shared terms for business and consumer customers. Read these Terms with the agreed Work Brief.

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 Work Brief before that work starts. Related briefs, 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 agreed Work Brief, 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

Supplier. John Taylor trading as Protoworks ("Protoworks", "I", "me") is a sole trader based in Northern Ireland. 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.

Customers. You are the individual or organisation purchasing my services. A consumer is an individual acting wholly or mainly outside their trade, business, craft or profession. A business customer is a customer who is not a consumer. Your actual purpose determines your status; a business label or declaration does not remove consumer rights.

Agreement. These Terms and my agreed quotation or email work brief ("Work Brief") form the Agreement. Before you commit, I provide both, together with the charging basis, spending cap and relevant supply information. The Agreement is made when you accept my written booking offer by email or another agreed written method. If your response proposes changes, the Agreement is made when I expressly accept those changes in writing. I send a booking confirmation recording the agreed work and contract date. No separate signed services contract is required. Accepting the booking and these Terms is not itself a request to start services early or consent to early digital-content supply.

Your copy. I send the agreed Work Brief, these Terms and any applicable consumer information and consents by email or another format you can save, before services begin. If the Work Brief

expressly varies a particular term, that agreed variation takes precedence, subject to rights that cannot lawfully be excluded and the consumer protections expressly given in these Terms.

2 Work Brief and deliverables

Scope. The Work Brief may be a short email. It records who is ordering, the project purpose, the authorised task or phase, intended use and any agreed deliverables or review criteria. It confirms the hourly rate including any applicable taxes, minimum charge, billing increments, spending cap, invoice arrangements and scheduling. It also identifies approved expenses, any retained intellectual property and relevant supply information. It states whether the authorised work includes access to, or change of, a live or production system (a Live-System Engagement under section 12), and what support after delivery is included, even if the answer is none. Each Flexible Engineering Work Brief is limited to eight billable hours as explained in section 4. A Technical Advice Work Brief has a lower total labour limit of two hours (£160 at the default rate), including the advice session and all agreed chargeable preparation or follow-up. I agree any separately budgeted expenses before incurring them. Further engineering work requires a separately agreed Work Brief for a clearly defined task or phase; it is not automatically authorised by an advice booking. Detail should be proportionate to the work; there is no mandatory separate Work Brief form. Appendix D is the live-system checklist for any booking that includes production access.

Engagement for the business liability limit. Before booking, the Work Brief identifies the distinct agreed project or task, its related phases and its reference (the "Engagement"). Related Work Briefs 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 12. The scope is agreed before commitment and cannot be widened retrospectively to combine otherwise separate work.

Supply information. For software, the Work Brief identifies the files to be supplied, their format and delivery method, relevant hardware and software compatibility, dependencies and any technical restrictions. For physical goods, it includes the information in section 11. Source code, executables, prototypes and documentation are supplied to the extent included in the Work Brief.

Hourly work. You pay for authorised time and work performed with reasonable care and skill. Estimates are not fixed prices. For an investigation or experiment, I explain before starting that a useful finding may be that an approach is unsuitable, and identify the report, advice or other output to be supplied. An estimate or spending cap is not a promise of a successful technical outcome, but does not remove an expressly agreed obligation, binding information or legal right.

Scope and additional services. Ongoing support, hosting, production deployment, regulatory certification and approval are included only to the extent recorded in the Work Brief. Support tasks, availability and any response commitments must be stated in every Work Brief that includes deployment or live-system change, even if the stated answer is that no post-completion support is included. A development booking does not imply continuing monitoring or round-the-clock support. If the Work Brief 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 charge, for 30 days from completion. That correction duty is not monitoring or an on-call

commitment. Additional work is agreed through the usual written change process before it starts. Any prototype limitations and testing requirements must be explained in the Work Brief. Describing an item as a prototype does not exclude statutory duties or excuse failure to meet the agreed specification.

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 Work Brief cover the agreed work in each environment. The Work Brief 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 Work Brief 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 Work Brief 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 Work Brief 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 Work Brief 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.

3 Your responsibilities

Provide timely instructions, feedback, materials, suitable access and a main contact with authority to approve work. You must have the right to supply materials and authorise the access requested. I will identify information or decisions I need and explain any resulting scheduling impact.

Keep suitable backups of materials and systems relevant to the agreed work and tell me about operational or safety risks. Before work affecting a system, I agree the appropriate access,

backup and recovery precautions and each party's responsibilities with you, as section 2 explains. I use reasonable care with your systems and property. Your backup responsibility does not exclude liability for loss I cause or any consumer remedy.

4 Hourly charges and payment

Rate and minimum. Unless the Work Brief expressly agrees otherwise, the rate is £80 per hour, with a minimum charge of £80 for the first hour of each Work Brief, then £20 for each additional 15 minutes or part of 15 minutes. These are the amounts payable including any applicable taxes; VAT is not currently charged. I disclose the charging basis before you agree. A different rate or future rate change needs your agreement before it applies to work; it does not change charges already agreed.

Brief limit. Each Work Brief authorises no more than eight billable hours. Its labour spending cap must not exceed eight hours at the agreed rate (£640 at the default rate), including the minimum, rounding and any applicable taxes. A lower cap may be agreed. Approved expenses are included in the overall cap or separately budgeted under section 5. Corrective work for which I am responsible is not billable and does not count towards this limit. Further paid work beyond this maximum requires a separately agreed Work Brief for a defined further task or phase, with its outputs, cap and scheduling confirmed before it starts.

Technical Advice limit. The two-hour / £160 labour limit in section 2 is the lower cap for the whole Technical Advice Work Brief. The minimum and rounding apply once across its total chargeable time and must remain within that cap. Agreed chargeable preparation, follow-up and any chargeable travel time use that same allowance; they are not additional to it. I make no additional travel charge for an advice meeting in the Newtownards or Belfast area. Any separately approved expense budget, including meeting-room hire or travel expenses, is disclosed before booking. Time or costs already charged under another brief are not charged again.

Counting time. I record actual chargeable time and total it across the Work Brief. The one-hour minimum and subsequent rounding apply once to that total, rather than separately to every task, call, work session or invoice. For example, one hour and 20 minutes is charged as one hour and 30 minutes, or £120 at the default rate. Interim invoices cover work already performed and are accounted for when calculating the total charges and final balance. A pause or resumption of the same Work Brief does not create another one-hour minimum. Statutory cancellation and the ending-work provisions below override minimum charges and rounding where stated.

Billable tasks. Chargeable time includes work needed to understand and address your problem, including repository checkout and setup, schematic review, project setup, reading relevant documentation, reproducing faults, advice, development, testing, task-specific calls and agreed documentation. Payment and invoice administration, idle time and correcting my own failure to meet the Agreement are not charged. A free introductory or scoping discussion is not charged unless I first explain that proposed further work is paid and you approve it.

Records. I keep dated task and time records and provide a summary of work, time and charges with invoices and on reasonable request. If you query a charge, I provide reasonable supporting records and consider your evidence. My records are not conclusive. This does not create a general contractual right to audit my business, and does not restrict legal disclosure obligations or your right to challenge charges.

Spending cap. I agree a monetary cap before starting paid work. It includes the minimum, rounding and any applicable taxes, and includes expenses unless the Work Brief clearly identifies a separately approved expense budget. I stop before any chargeable increment or cost would exceed the relevant cap. I seek your written approval before increasing a cap, materially increasing an estimate or doing work outside the agreed task. No approval means no overrun charge. A cap limits charges; if the planned work cannot be completed within it, I explain the findings, remaining work and options. Any approved increase must remain within the eight-hour limit. Further paid work resumes only after written agreement and at the next agreed available time.

Invoices. I invoice for authorised work already performed and approved expenses already incurred. Unless the Work Brief expressly agrees otherwise, I issue an invoice when paid work under each Work Brief ends: on completion of the authorised work, when its spending cap is reached, or when that work is otherwise ended, including at your request. I provide a final reconciliation of time, charges, expenses and any payments. Cancellation charges are subject to sections 10 and 15. Invoices are payable within 14 calendar days of the invoice date. Charges are for authorised work properly performed, rather than dependent on a fixed-price acceptance milestone. Reaching a cap or issuing an invoice does not by itself mean that the agreed service has been fully performed or remove obligations already owed under the Agreement. Payment does not waive defect claims or legal remedies. Tell me promptly about a disputed charge; you may withhold a reasonably disputed amount while it is investigated, and should pay the undisputed balance when due.

Further bookings. Unless I expressly agree otherwise in writing, I wait until the undisputed balance of your earlier invoices has been paid before issuing a booking offer for a subsequent Work Brief. This is a rule for accepting new work. It does not shorten an invoice's payment period or permit suspension of work I have already agreed to perform. Reasonably disputed amounts remain subject to the invoice provisions above, and your existing rights and remedies are unaffected.

Overpayments. I investigate payment errors promptly. If you have paid more than the amount properly due, I refund the confirmed excess without undue delay and within 14 calendar days of confirmation, using the original payment method unless you agree otherwise, without a refund fee. Statutory cancellation and remedy refunds follow the applicable provisions below.

Overdue payment. 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 further work for that non-payment. I explain the scheduling effect. I do not suspend solely because you reasonably dispute the relevant charge or exercise a legal remedy, and do not withhold your property or work already paid for because an unrelated invoice is unpaid. A qualifying late commercial debt owed by a Business Customer carries the remedies of the Late Payment of Commercial Debts (Interest) Act 1998, including statutory interest, fixed compensation and reasonable recovery costs. I do not claim those statutory remedies against a Consumer, and I do not stack them with a different contractual interest rate.

5 Expenses

Travel, specialist parts, shipping and other extra costs require your approval in writing before I incur them. I disclose the amount, or how it is calculated and any agreed cap, and bill at cost. The Work Brief makes clear whether an expense is within the overall cap or has a separately approved budget. Parts, paid licences and recurring charges are not authorised simply by agreeing an hourly task.

Before ordering special items, I explain any supplier cancellation or return restrictions. On termination I charge only properly authorised costs actually incurred that remain payable under the Agreement and applicable law. A third-party restriction does not override consumer cancellation or defective-goods rights.

6 Revisions and changes

Minor changes within the authorised task are charged at the agreed hourly rate within the cap. Changes to scope, deliverables, rate, spending cap or timetable require written agreement before the changed work begins; a short email exchange is sufficient. I explain the likely cost and scheduling effect. Correcting my failure to meet the Agreement is not an additional paid change and is dealt with under section 7. Hourly approval does not convert work already owed under a fixed-price agreement into an additional hourly charge.

7 Review and correction

I provide a version or item that can reasonably be reviewed against the agreed criteria, with any instructions needed for testing. Please confirm acceptance or describe any defects within 10 business days of receipt. Silence is not automatic acceptance and does not waive a right to complain. A business day is Monday to Friday excluding public holidays in Northern Ireland.

When a defect is reported, I investigate and explain whether it is a failure to meet the Agreement or a requested change. Where my work fails to meet the agreed requirements or the standard of reasonable care and skill, I correct it at no extra charge, within a reasonable time, and provide a corrected version for review. You have a further 10 business days to review that correction. Corrective work for which I am responsible does not consume your spending cap.

I provide an additional promise to correct faults attributable to my supplied work reported within 30 calendar days of delivery, at no charge. It covers the work in its agreed environment, including my own selection, configuration and integration of third-party components. This additional promise does not cover a fault to the extent it is caused by misuse, unauthorised alterations or later environmental changes for which I am not responsible. It does not excuse my own breach or failure to use reasonable care and skill. The 30-day period is not a deadline for bringing a legal claim and does not restrict any longer-lasting contractual or statutory right. Consumer correction, repair, replacement, price-reduction and refund rights remain available where the law provides them.

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, price and cap; finding no fault does not automatically authorise a charge.

8 Intellectual property

Bespoke work. Bespoke Deliverables are the original project-specific materials created for you under the Work Brief, excluding my retained materials and third-party components. Once their attributable fees and approved costs are paid, I transfer to you the intellectual property rights I own in them, including copyright, by an appropriate written assignment signed by John Taylor or on his behalf, without an additional assignment fee. I provide it on handover of completed paid-for Deliverables, or promptly on termination for paid-for partial work. 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.

Use while transfer is completed. From payment, pending the signed assignment, I grant you a non-exclusive, perpetual, worldwide, royalty-free licence to use, copy, modify, distribute and sublicense those bespoke materials for any lawful purpose. I do not license your bespoke materials to other customers during that interim period. I obtain any permissions needed from my contributors. This arrangement also applies to paid-for partial Deliverables handed over on termination.

Transfer formalities. The signed assignment identifies the relevant Work Brief and paid-for Deliverables, including existing and future copyright where applicable. 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.

Retained materials. I retain my pre-existing libraries, tools and materials. I retain newly created reusable materials only where the Work Brief specifically identifies that retention before the relevant work starts. I grant you a non-exclusive, perpetual, worldwide, royalty-free licence to use, copy and modify retained materials as part of, or as needed to use and maintain, the Deliverables, including through your service providers and recipients of the Deliverables. You may distribute and sublicense them as part of those Deliverables.

Third parties and your materials. Third-party and open-source components remain subject to their own licences. I identify relevant components and material licence obligations on delivery, and obtain your prior approval for paid licences or terms that materially restrict the agreed use or distribution. Your supplied materials remain yours. I may use general skills and know-how without disclosing your confidential information or reusing bespoke materials whose rights are transferred to you.

9 Scheduling and events outside my control

I agree scheduling and lead times based on current availability. I distinguish an expressly agreed deadline from a clearly identified good-faith estimate before booking. A date or statement that is legally binding remains binding; calling a date an estimate does not override a commitment you are legally entitled to rely on. If no completion time is agreed, I perform within a reasonable time. I tell you promptly about material delays and agree a revised plan. A delay caused by missing customer input extends the affected timetable only to the extent reasonably necessary.

An event outside a party's reasonable control may suspend only the obligations it actually prevents. The affected party must explain the impact promptly and take reasonable steps to reduce it. Ordinary workload or lack of funds is not such an event. You are not charged for work not performed. If performance remains prevented for 30 calendar days, either party may end the affected work in writing, with handover and refund under section 15. Consumer rights are unaffected.

10 Consumer cancellation and remedies

When cooling-off rights apply. If you are a consumer and the Agreement is made at a distance, for example through my organised email or online ordering process, or away from my business premises, statutory cancellation rights normally apply. For services and digital content supplied without a physical medium, you may cancel without giving a reason from contract formation until the end of 14 calendar days after the day the contract is made. Section 11 covers physical goods.

Further work and mixed supplies. Increasing a spending cap does not automatically create a new contract. I confirm whether further work varies the existing Work Brief or is a separate order, and provide any information, confirmation or fresh express request or consent required by law. For a mixed supply, I identify the relevant services, digital content and goods and explain the applicable cancellation rules before you agree. If it is legally a sales contract combining goods and services, the goods cancellation timetable in section 11 applies to that contract, subject to any lawful exemption disclosed in advance. An early service request does not shorten it.

How to cancel. Tell me clearly that you wish to cancel, using the contact details in section 1. You may use Appendix A, but it is not compulsory. It is enough to send the notice before the cancellation period ends. I acknowledge cancellation in writing, but your cancellation does not depend on my acknowledgement. If I fail to give required cancellation information, the statutory period may be extended by up to 12 months.

Starting services early. I begin services within the cooling-off period only after your separate express request, recorded in a form you can retain. Appendix B can be used, or you may give the same express request and acknowledgement by email. If you then cancel, you pay only a reasonable amount proportionate to the services actually supplied before you cancel, calculated at the agreed rate. I do not charge for unworked time or apply a minimum charge or rounding that would exceed that proportionate amount. You bear no service cost during that period where the required cancellation information or early-start request was not provided.

When the services right ends. For a services-only contract, you lose the statutory right to cancel early only once the agreed service has been fully performed, if you expressly requested the early start and acknowledged that consequence beforehand. Performing part of the work or reaching a spending cap does not by itself end that right. Completing services does not end a mixed sales contract's goods cancellation period.

Early digital supply. Where a separate statutory cancellation right applies to digital content supplied electronically, I supply it within its cooling-off period only after your separate express consent and acknowledgement that this right will be lost when supply begins. Appendix C can be used. I confirm that consent and acknowledgement in a form you can retain before supply. Agreeing these Terms, paying or requesting an early service start is not digital-supply consent. That consent affects only the identified digital-content supply, not cancellation rights for

unperformed services or physical goods. Where the legal consent or confirmation requirements are not met, I do not charge for digital content supplied during that period.

Refund after cancellation. For cancelled service or digital-content purchases, I refund payments due without undue delay and within 14 calendar days after you tell me you are cancelling. I use the original payment method unless you expressly agree otherwise, without a refund fee. Only deductions expressly allowed by law are made. Any applicable goods-return timing is explained in section 11.

Quality rights. I perform services with reasonable care and skill and comply with legally binding service information. Statutory repeat performance is at my cost, within a reasonable time and without significant inconvenience. Where that is impossible or not provided as legally required, you may be entitled to a price reduction, including a full refund. Digital content must meet applicable quality, description and fitness requirements, with statutory repair, replacement, price-reduction and refund remedies where applicable. Applicable repair or compensation rights remain if my failure to use reasonable care and skill causes digital content to damage your device or other digital content.

11 Physical goods and prototypes

Before you order physical items, I record their description, agreed purpose, any specifically disclosed prototype limitations, price including applicable taxes, delivery charges and arrangements, and any relevant cancellation exception. Physical goods are supplied only when a Work Brief expressly includes them. My current advertised offering is software, circuit and PCB design files, embedded firmware and documentation. The following applies when physical items are in fact supplied. Ownership of items I supply passes when their attributable charges are paid. Your own supplied property remains yours. For consumers, 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.

Consumer delivery. I deliver goods by the agreed date or, if no date was agreed, without undue delay and within the applicable statutory period, normally 30 days. You retain statutory rights to end the contract and obtain a refund where I refuse delivery, miss an agreed essential date or fail to deliver within an appropriate further period where the law requires one. These goods rules are separate from the reasonable-time rule for services.

If you are a consumer, goods must meet applicable statutory standards, including description, quality and fitness for an agreed purpose. Depending on the circumstances, you may have a 30-day right to reject faulty goods and later rights to repair or replacement, price reduction or final rejection. I bear necessary costs of statutory remedies. These rights also apply to qualifying custom-made goods; describing goods as prototypes does not remove them.

For a cancellable distance or off-premises goods purchase, the cooling-off period normally ends 14 calendar days after you or your nominated recipient receives the goods, or the last item of an order delivered separately. After cancelling, return them within 14 calendar days unless I agree to collect. I refund the amount due, including the cost of standard delivery, within 14 calendar days after receipt of the returned goods or evidence that you have sent them, whichever is earlier; where I offer collection, the applicable statutory refund timing applies.

I tell you before purchase whether you must pay direct return costs and, for items that cannot normally be returned by post, the estimated return cost. Otherwise I bear those costs. You may

inspect goods as you would in a shop. A lawful deduction for excessive handling may apply only where the required information was supplied. I bear fault-related return costs.

Goods genuinely made to your specifications or clearly personalised may be exempt from the statutory change-of-mind cancellation right. I identify and explain any such exemption before purchase. It does not automatically apply to development services or electronically supplied software and does not affect rights concerning defective goods.

12 Liability

Liability that is not limited

Nothing in this Agreement excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of a legal obligation concerning title that cannot be limited, or any other liability that cannot lawfully be excluded or limited. Nothing restricts a statutory consumer right or makes its exercise subject to an unreasonable condition.

Consumers

The business limit and business loss exclusions below do not apply to Consumers. I am responsible for loss or damage you suffer as a reasonably foreseeable result of my breach or failure to use reasonable care and skill. Loss is foreseeable if it is an obvious consequence or was contemplated by both parties when the Agreement was made. Legally required remedies for damage to your device, data or other digital content remain available.

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 Work Briefs 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, 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 Work Brief 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 accept the booking, the Work Brief 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 Work Brief 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.

13 Confidentiality and data

Each party protects the other's confidential information with reasonable care, uses it only for the Agreement and shares it only with people who need it for that purpose and are bound by suitable confidentiality duties. This obligation lasts for five years after the relevant disclosure, and for trade secrets for as long as they remain trade secrets.

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.

The obligation does not cover information that becomes public without breach, was lawfully known already, is lawfully obtained without a confidentiality duty, or is independently developed. A party may disclose information where required by law, notifying the other first where lawful and reasonably practicable.

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.

I can consider a separate mutual NDA. I normally seek proportionate terms of up to five years, with continuing trade-secret protection and no general restriction on work in the same field. The terms require agreement; I do not automatically accept a customer's template. A signed NDA overrides conflicting confidentiality provisions here.

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. Permission to use confidential information or personal data for the Services is not permission for publicity.

14 Publicity and portfolio use

I may use your name, logo or an identifiable description of the project in my portfolio, website or marketing only with your prior express written permission for the proposed use. Declining permission does not affect your service. I never disclose confidential information, source code, security-sensitive details or material protected by an NDA through publicity.

I publish only after your public launch unless you expressly approve an earlier date in writing. If no launch is planned, your written permission is required. You may withdraw permission for future use at any time. Within seven calendar days I remove material from channels I control and stop new use; copies already distributed by others cannot be recalled. Anonymous descriptions must not disclose protected information or enable identification.

15 Pausing ending and restarting work

Ending or pausing. You may tell me to stop work, pause or end the Agreement at any time. I stop chargeable work promptly on receipt, subject to separately approved expenses that remain properly payable. For a Business Customer I may end future work on 30 calendar days' written notice, with reasonable handover and without charging for unperformed work. For a Consumer I have no general right to end agreed work for convenience; I may end or suspend it only for the material-breach, serious legal or safety, or prolonged-prevention grounds stated in these Terms. A notice period does not require you to commission further work or pay for idle time. Ending work does not remove remedies for my breach or the financial and handover duties below. Statutory cancellation follows section 10 where applicable.

Breach. Either party may end the Agreement for a material breach if the other fails to remedy it within 14 calendar days after receiving written notice explaining the breach and required remedy. A material breach that cannot be remedied may justify immediate termination. I may immediately suspend work where continuing would be unlawful or create a serious safety or security risk, explaining the reason promptly.

Final charges and handover. Outside statutory cancellation, if you voluntarily end work, I charge only for authorised, conforming work reasonably performed before notice, at the agreed hourly rate and within the cap, plus separately approved expenses properly payable under section 5. For this calculation, time is charged in proportion to the actual minutes worked, without charging an unworked minimum or rounding up. I do not charge future time, lost profit or the unused part of a cap. For consumers, any cancellation charge must also be fair and proportionate and cannot exceed my reasonable net loss directly resulting from cancellation, without double recovery.

Reconciliation and remedies. I provide a summary of time, charges, expenses and payments, hand over paid-for Deliverables and usable paid-for partial work, and arrange return of your property. Approved third-party cancellation costs are limited to reasonably incurred, unavoidable net costs, allowing for refunds, savings and alternative use. I refund any overpayment and any other amount due within 14 calendar days, or any shorter period required by law, without a termination penalty. These voluntary-cancellation charges do not determine your remedies if I breach the Agreement; I do not charge for correcting my own faults, and refund non-conforming or unperformed work where legally required. Intellectual property rights in paid-for work, confidentiality and accrued legal rights continue.

Dormancy. If I receive no response or instructions for 90 calendar days, I may send a written notice giving a further 30 calendar days to respond before archiving the project and ending active scheduling. I then reconcile charges and payments, refund any overpayment within 14 calendar days, and offer handover and collection or return of your property. I do not automatically destroy, sell or dispose of your property; that requires your permission or a lawful process. Storage or return charges require prior agreement or another lawful basis.

Restarting. An agreed break can keep the project active. Restarting archived work requires confirmation of the task, remaining or revised cap and availability, which may be recorded by email. There is no automatic restart fee. A continuation of the same Work Brief does not attract a fresh minimum; a genuinely separate task or separately defined phase can have a new Work Brief and minimum disclosed before agreement. Merely changing a reference or relabelling a continuation does not create a new minimum. Any revised cap remains subject to the eight-hour limit in section 4. A restart does not remove rights relating to earlier work.

16 Communication and complaints

Routine updates use email or an agreed messaging service. Calls may be used for urgent matters or agreed discussions. Record changes, approvals and formal project notices in writing; email is sufficient. Send formal notices to my email or postal address in section 1; I use your last notified email or postal address. Consumers may cancel using any clear statement.

Send complaints with the project reference and issue. I aim to acknowledge them within five business days and respond substantively within 10 business days, or explain the delay and expected response date. Where legally required, my outcome explains available alternative dispute resolution (ADR) arrangements in which I must 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. No complaint, mediation or arbitration process is compulsory before exercising legal rights unless the law requires it.

17 Governing law and courts

These Terms, and any dispute or claim arising out of or in connection with them, the Work Brief or the Services, including non-contractual disputes or claims, are governed by the laws of Northern Ireland.

For business customers, the courts of Northern Ireland have exclusive jurisdiction over any such dispute or claim.

For consumer customers, the courts of Northern Ireland have jurisdiction, but this does not restrict any legal right you have to bring proceedings in another court. I may bring proceedings against you only in courts permitted by applicable consumer protection law. This choice of law does not remove consumer protections that apply by law and cannot be excluded by agreement.

18 Other provisions

Changes require both parties' express agreement for existing work. Publishing new Terms does not itself change an existing Agreement. Each new Work Brief identifies the applicable version. These Terms apply to hourly services; fixed-price projects use my separate fixed-price terms and agreed Statement of Work unless expressly agreed otherwise.

The Agreement does not exclude liability for fraud or misrepresentation or override legally binding information, including consumer information relied on. If a term is invalid or unenforceable, the remainder continues so far as lawful and practicable. This does not make an unfair consumer term fair.

Delay does not waive a right. Transferring the Agreement requires the other party's consent, except intellectual property transfers permitted by section 8. Third parties have no contractual enforcement right, without affecting independent legal rights.

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 B 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 C 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 D Live-system floor

This appendix applies when a Work Brief 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 Work Brief 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 can record these items. They do not have to use a separate form. I will pause rather than proceed on an unagreed live change.