

Between **Richard Osborne**, trading as **Digital Bricks**, 24290 Saint-Léon-sur-Vézère, France — referred to below as **I, me** and **my**.

And **you**, the client — referred to below as **you** and **your**.

These terms apply to everything I do for you. The rate card sets the prices and the conditions particular to each service, and forms part of this agreement. Where a proposal we have both signed says something different, the proposal wins.

THE SHORT VERSION

Six things worth knowing before the detail. They are not a substitute for the rest, but if you read nothing else, read these.

- 1 I try hard to hold scope, budget and dates. Both of us will cause changes anyway, and I can never guarantee a delivery date or a final cost.
- 2 I am not responsible for whether your application succeeds — what it earns, how much your users enjoy it, or how easily they take to it. I am not their support desk either, unless you have bought that.
- 3 I will make mistakes, as you will in describing what you want. I will correct mine free for one month after delivery. I never promise perfection.
- 4 Anything outside the agreed scope — extra features, changes of mind, bug fixing after that month — is paid work at €90 an hour.
- 5 Invoices are due within one calendar week. After that, work stops; then a late fee; then the project ends and I recover the debt.
- 6 You own what I build for you, in full, from the moment you have paid for it.

01 THE GENERAL AGREEMENT

You are hiring me to do a defined piece of work: to design or build an application, to audit one you already have, to run user testing, to cover an event, to hold a support plan, to coordinate an integration, or to train your team. Which of those it is will be set out in a proposal, quoted against the rate card.

I will give you a maximum price estimate based on the information you give me. It is an estimate. If the work grows, I will quote for the difference and wait for your approval before doing it.

You confirm that you can enter into this agreement on behalf of your company or organisation. You agree to give me everything I need to do the work — logos, copy, images, credentials, database access, brand guidelines, anything else I ask for — when I ask for it and in the format I ask for.

I have the experience and ability to do the work and will do it professionally and promptly. I cannot be held responsible for a missed launch date if I am waiting on you.

Deadlines run both ways. You are bound by the dates we set together as much as I am.

You are also human, and I am fairly certain that by the time you have read this you will have forgotten most of it. I would. So expect me to remind you what you agreed to and point back at section four, paragraph whatever. Please don't take it personally.

02 ESTIMATES, SCOPE AND CHANGES

WHAT YOU CAN EXPECT OF ME

- I will quote against a written scope. If something falls outside it, I will tell you before I do it, not after.
- I will price additional work at €90 an hour, or give you a fixed quote for it if you prefer.
- I will tell you what any addition does to the timeline of the main project, not only what it does to the cost.
- I will put the additional work on the same shared task list as everything else, so you can see what you are paying for.

WHAT I EXPECT OF YOU

- Raise additions and changes in our weekly meeting, where we can talk through what they cost in money and in time. Please don't send them by chat message between meetings.
- Give me enough detail to quote — what it should do, what it should look like, what happens at the edges. If you can't do that in the meeting, send it before I quote.
- Accept that a change agreed halfway through moves everything behind it.

03 TIMELINE

The estimated time to complete the work is in your proposal. I start once you have signed it and the first payment has cleared. I depend on you for assets, decisions and approvals, and the timeline assumes they arrive.

WHAT YOU CAN EXPECT OF ME

- I will hold to the timeline as far as the flow of information and assets from you allows.
- I will email you as soon as I hit a delay, why it happened, and what it adds to the end date.
- I will not discount the work for delays caused by waiting on you.

WHAT I EXPECT OF YOU

- Organise and attend a weekly meeting, so I have what I need to keep moving.
- Send anything you already have within 24 hours of my asking for it.
- Read your email and the shared task list, so that your picture of where the project is matches mine.

04 WORKING HOURS

WHAT YOU CAN EXPECT OF ME

- I am available for messages and meetings between 9am and 5pm Central European Time, Monday to Friday.
- For difficult time zones I will sometimes meet between 5pm and 7pm CET. That is an exception, not a standing arrangement.
- I do development work in those same hours. I sometimes work evenings and weekends because it suits me that week — never because it was expected.

WHAT I EXPECT OF YOU

- Respect those hours and the slots in which I take meetings.
- Don't plan around work being done in the evening or at the weekend.
- If it happens anyway, good. But I have a family, and nothing outside those hours is guaranteed.

Work you specifically ask me to carry out in the evening, at the weekend or on a French public holiday is charged at 1.5× the applicable rate. Event cover is the exception, because its price already assumes a long day.

05 HOW WE KEEP TRACK

I run projects on a shared task list — a project tracker you will be given access to at the start. It is the single record of what is being built, what stage each piece is at, and how long each piece took.

WHAT YOU CAN EXPECT OF ME

- Every agreed task goes on the tracker, showing its current stage.
- When I need something from you to finish a task, I will comment on that task and tag you, so you get a notification.
- I will schedule at least one video meeting a week during design, build and testing, on whichever platform you prefer.
- I will write up the meeting in the project's notes and turn the decisions into tasks.

WHAT I EXPECT OF YOU

- Check the tracker regularly, so there are no surprises in either direction.
- Reply to comments that tag you within 24 hours.
- Keep to roughly one meeting a week. If you have to cancel, give me 24 hours' notice and a slot later the same week.
- Read the open tasks and the last set of notes before you join the call, so we don't spend it catching up.
- Tell me straight away if the tracker is not working for you, and we will find something that does.

06 REVIEW AND ACCEPTANCE

I will give you every opportunity to try what I have built while I am building it, rather than presenting it finished and hoping.

When a piece of work is marked ready for review, please test it and either accept it or tell me what is wrong within **five working days**. If I have heard nothing after five working days, I will treat it as accepted and move on, because otherwise the whole project waits on a decision that was never going to come.

Accepting a piece of work does not use up the correction window in section seven. It only means we both agree it does what the scope said it should.

07 MISTAKES, AND PUTTING THEM RIGHT

WHAT YOU CAN EXPECT OF ME

- I test what I build, as a developer tests. I am not a professional quality tester and I do not employ one, so please do not read my testing as a guarantee of perfection.
- For **one month after final delivery** I will correct defects in what I built, free. A defect means it does not do what the agreed scope says it should.
- I will start on a reported defect as soon as I reasonably can within working hours.

The free correction window does not carry a guaranteed response time. Guaranteed response times are what an ongoing support plan buys, and they are priced accordingly on the rate card.

WHAT THAT MONTH DOES NOT COVER

- Changes of mind, new requirements, or anything the scope never mentioned.
- Breakage caused by changes you or a third party made after handover.
- Faults in third-party services, plugins or platforms.
- Anything at all after the month is up — that is hourly work, or a support plan.

WHAT I EXPECT OF YOU

- If you are not hiring a professional tester, test each piece yourself as soon as it is marked ready for review.

- Report a bug with what you did to cause it: which page, which view, what you clicked, what happened, what you expected instead, plus a screenshot or a screen recording.
- Put it on the shared bug list and tag me, rather than describing it in a chat message that will be scrolled past.

08 HANDOVER AND TECHNICAL SUPPORT

WHAT YOU CAN EXPECT OF ME

- At handover I will give you the technical documentation, recorded walkthroughs and explanations you need to run and change the application yourself.
- I am not the support desk for the people who use your application, unless you have bought a plan that says I am.

WHAT I EXPECT OF YOU

- Work out well before launch how you will support your own users.
- Think about onboarding — how much someone has to learn before your application is any use to them, and how you will get them there.
- Decide who answers the emails and calls when something breaks. You, someone you hire, or me under a support plan. All three are fine. Not deciding is not.

09 COMMERCIAL SUCCESS

WHAT YOU CAN EXPECT OF ME

I am not a professional coach or consultant, but I enjoy arguing about the business case and I am reasonably good at it. That conversation is available at the hourly rate, usually inside the weekly meeting.

I am not responsible for:

- how much your users enjoy using your application;
- how easy they find it;
- whether they feel it solves their problem;
- how attractive they find it;
- what investors or funders make of it;
- how modern, fast or impressive it seems to anybody.

WHAT I EXPECT OF YOU

Be realistic. Most entrepreneurial projects fail, and in my experience that is usually an inability to adapt, pivot and keep going through several versions of the original idea rather than anything technical.

It helps to think about success in three phases:

- **Phase one.** You publish an MVP or beta. A few people say encouraging things. Almost none of them come back, because onboarding is hard and the habit isn't there.
- **Phase two.** After changes, additions and deletions, a dozen or more people genuinely use it — and tell you every week about the bugs and the friction.
- **Phase three.** That feedback drives a third round of work, and you start to see real product-market fit and a steady flow of new users. Getting here can take a year or more of building, testing and listening.

10 RECORD OF WORK, AND INVOICING

WHAT YOU CAN EXPECT OF ME

- For hourly work, a record of how long each task took, which is what the invoice is built from.
- For fixed-price work, an invoice against the milestones in the proposal rather than against hours.

- The task history kept for the life of the project, so you can check at any time what has been done and what has been paid for.
- Any information you need to feel comfortable about what you are paying for. I would rather answer the question than have you wonder.

WHAT I EXPECT OF YOU

- Keep up with what each invoice relates to, so nothing feels like a surprise.
- If a recorded time looks wrong to you, ask on the task itself before paying, and I will explain or correct it.

11 OUTSIDE SERVICES AND OTHER SUPPLIERS

WHAT YOU CAN EXPECT OF ME

- You pay for outside assets directly: hosting, domains, certificates, third-party plugins, stock images, premium fonts, paid APIs and AI service subscriptions. The same goes for subcontractors — testers, designers, marketing or SEO specialists.
- I cannot be held liable for how a third-party plugin, service or subcontractor performs, whether or not I recommended it.
- Where I already have something built that fits — a component, a template, an integration from earlier work — you get the use of it at no charge, under section thirteen.
- Where I can do the job myself instead of you hiring someone, I will offer to, at the hourly rate.

WHAT I EXPECT OF YOU

- Keep the subscriptions your application depends on alive. An expired certificate or an unpaid API is not a bug.
- Buy what the build needs promptly, so the work doesn't stall waiting on an account.
- If a subcontractor's work touches mine, put us in the same room — a shared channel, a group chat, whatever you use.

12 AI-ASSISTED DEVELOPMENT

I build with AI coding assistants. That is not a disclaimer buried in the small print; it is how the work gets done, it is part of why it costs what it costs, and it is most of what I teach.

- Everything an assistant produces is reviewed by me before it reaches you. I am responsible for that code exactly as if I had typed every character of it.
- Your source code and configuration may be processed by those tools while I work. I use them under business terms that exclude training on submitted content.
- I do not put your production credentials, your customers' personal data, or anything you have marked confidential into them.
- If you would rather I did not use them on your project, tell me before the work starts. It is your call, and it will change the estimate.

13 OWNERSHIP

Once you have paid for a piece of work in full, **you own it** — the source code, the designs and the content I produced for you, together with the right to use, change, sell or give away any of it, with no further payment to me.

Until the invoice for a piece of work is paid, I keep ownership of it. If the project ends with money outstanding, so does that.

Two things I keep either way:

- **Generic components and know-how.** The reusable parts, patterns, techniques and general skill I bring to your project and carry on to the next one. I will never reuse anything specific to your business — your branding, your content, your data, or a feature built around how your business uniquely works.

- **Pre-existing work.** Anything I had already built before your project started stays mine, and you get a perpetual, unrestricted licence to use it as part of what I deliver.

Third-party components keep their own licences, which I will tell you about where they matter.

14 CONFIDENTIALITY

Anything you tell me about your business that is not public, I keep to myself, during the project and after it. That includes your plans, your numbers, your customers and your code.

The same runs the other way: my rates are public, but my working methods, materials and anything I share with you in confidence stay between us.

This does not cover information that is already public, that you make public, or that I am legally required to disclose. Section sixteen — credit and publicity — is an agreed exception you can withdraw at any time.

15 PERSONAL DATA

If the work means I handle personal data belonging to your users or staff, you are the data controller and I am the processor. We will sign a data processing agreement before that work starts.

- I process that data only on your instructions, and only as far as the work requires.
- I keep it secure, and I do not use production data for testing where anonymised or synthetic data will do.
- I will not move it outside the European Economic Area without telling you first.
- At the end of the work I return it or delete it, whichever you ask for.
- If I become aware of a breach affecting your data, I will tell you without delay.

16 CREDIT AND PUBLICITY

I am proud of my work, and I would like to show screenshots of your application on my site and in my materials, with the project name and a link to it.

If you would rather I did not, email me and I will take it down. No explanation needed, and it does not affect anything else in this agreement.

17 PAYMENT

All prices are in euros and exclude VAT. French clients should add VAT at 20%.

WHAT YOU CAN EXPECT OF ME

- Fixed-price work: 50% on booking, 50% on delivery. Retainers and monthly plans: invoiced at the end of each month. Hourly work: invoiced against the recorded time.
- Bank details for transfer in euros, US or Canadian dollars, or pounds sterling, whichever suits you.
- Payments are non-refundable and non-transferable. You are paying for my time, whether or not you finish the project.
- If you stop the project, I will work out what has been done, invoice for that, and credit any deposit already paid.

WHAT I EXPECT OF YOU

Being paid on time matters more than anything else in this document. The time I spend on your project is my income, and the gap between invoicing and being paid is a gap in it.

- Invoices are due within **one calendar week** of being sent.
- If payment is late, I stop work on your project until it arrives — for up to a week.
- Beyond that, a late fee of **10% of the invoice total** is added to what is owed.
- After **three weeks** of non-payment the project is cancelled and I instruct a debt recovery agent local to you for the balance and the late fee.

One week is a short clock, and it is deliberate. If it does not work for how your organisation pays its suppliers, tell me before you sign and we will agree something that does — in writing, in the proposal.

18 ENDING THE AGREEMENT

Either of us can end this by writing to the other.

- If you end it, I invoice for the work completed to that point, less any deposit already paid.
- If I end it, I invoice the same way, hand over everything you have paid for in full, and help you find someone to pick it up.
- Ownership of anything paid for in full passes to you either way, as set out in section thirteen.
- Confidentiality survives the end of the agreement. So does anything still owed.

19 RESPONSIBILITY AND LIABILITY

I will do everything I can to build you something good. Within that:

- I accept no liability for your sales, your revenue, your funding or the success of your business, whether directly, indirectly or as a consequence of anything I did.
- I am not liable for loss of profit, loss of data, loss of business or loss of goodwill.
- Where I am liable, my total liability for any claim is limited to what you paid me for the work that claim relates to, in the twelve months before it arose.
- Nothing here limits liability where the law does not allow it to be limited — including death or personal injury caused by negligence, and fraud.

20 THINGS OUTSIDE EITHER OF OUR CONTROL

Neither of us is in breach of this agreement for a delay or failure caused by something genuinely outside our control — illness, a death, war, a natural disaster, a platform or hosting provider failing, a national network outage. The affected party tells the other as soon as they can, and we agree a new timetable. If it goes on for more than sixty days, either of us can end the agreement under section eighteen.

21 LAW, AND DISAGREEMENTS

This agreement is governed by French law.

If we disagree, we both commit to spending an hour on a call trying to settle it before anything else happens. Most things end there.

If that fails, the dispute goes to the competent courts of Périgueux, France.

22 THE REST

- If a court finds one clause unenforceable, the rest stands.
- This agreement, the signed proposal and the rate card are the whole of what we agreed. Anything said in a meeting and not written down is not part of it.
- Changes to this agreement have to be in writing and agreed by both of us.
- I will not subcontract any part of the work without telling you who to, and getting your agreement first.
- These terms apply from September 2026 and are reviewed once a year. The version you signed is the version that governs your project, whatever appears here later.