



Standard Terms of Engagement

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Version history

Date	Author	Notes
7 Dec 2023	Jeremy Burgess	Changes to Specific Manufacturer Terms section, added new Confidentiality and Liability sections.
20 Nov 2023	Jeremy Burgess	Comprehensive review, incl support terms
27 Jul 2020	Ian Paterson	First release



Introduction

This document sets out what You should expect when You work with Workflow Doctor Ltd [We/Us], and what We expect from The Client [You]. Our intention is always to make working together easy and fair - We are a business committed to “doing the right thing”.

We reserve the right to update or modify our Terms of Engagement from time to time. Such updates are vital to our mutual understanding and agreement as We continue our business relationship. We will provide You with notice of these changes in a timely manner. This notice will be delivered via email to your primary contact and through a prominent notification on our website. The date of the latest update will also be clearly marked at the top of the document.

Your continued use of our services after notification of such changes will constitute your acknowledgment and acceptance of the modified terms. We encourage You to frequently review the Terms of Engagement to ensure You understand the terms and conditions that apply to your use of our services.

This document contains important information about the structure of our fees & expenses, management of support/maintenance agreements as well as ongoing support and cloud/subscription services.

These are our *standard* terms of engagement. We are happy to consider amendments to your contract if You have concerns, comments, or questions to clarify our relationship and allow us to work together better; for the avoidance of doubt these are the terms, rates and policies that We will apply unless superseded in a separate contract with You.

In the absence of any other agreement with superseding terms then the terms laid out in this document will be used.



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Project planning & management

Our work in document and data automation is flexible, as project inputs and scopes often change. Our project management methodology recognises this and We manage implementations so that We can adapt to new inputs, scenarios, and requirements as they become apparent. We expect that project delivery is a partnership between us and You, the client.

Collaboration

We use a cloud-based project management/collaboration platform and will invite participants from your organisation as external contributors. Normally We will agree and document key deliverables with You at the start of the project and plan implementation to ensure that these are met - this project plan will remain visible to all members access to our platform.

Once implementation begins, all change/feature requests must be tracked and impacts can be jointly assessed, additional effort approved, and tasks queued for implementation.

Please note: whilst our platform is private to our virtual 'team' with You, You must check with your own data controller before sharing sensitive data with us through the platform (or any other electronic means).

Our work will be split into agreed phases, or sprints, to ensure that momentum is maintained and measurable milestones are achieved.

Client responsibilities

Your responsibilities, like gathering example documents, reviewing data quality, or providing server infrastructure and project acceptance testing, will be detailed in the project plans.

You must ensure that if it is not possible to meet your responsibilities, this is communicated to us as soon as is practicable.

If We suffer delays that result in an unavoidable loss of revenue because of your failure to meet your responsibilities then We reserve the right to charge for time lost e.g. late cancellation of a site visit or being unable to grant access to resources. If at all possible We will adjust our schedules to accommodate You and avoid these charges - this may include bringing forward developments for another client which may then delay other deliverables on your project.



Regular review

In our regular project reviews (whether remote or on-site) We will be using our project management platform to track progress. Normally We expect to conduct a review with key participants at least weekly during project delivery. Unless otherwise requested We record and transcribe project review calls for the purpose of keeping a record of feedback and actions arising.

Deviation

If the project schedule changes due to unexpected issues or extra costs, We will inform You promptly for approval. Implementation time is tracked with time tracking available on request.

Professional Services

We charge for professional services in one of three ways:

1. Fixed cost/fixed [detailed] specification, billed on completion.
2. Block of Time [BoT] - billed and paid for in advance, use on demand.
3. Time & Materials - pay for time used within a pre-approved budget, regular billing to agreed payment terms.


For ongoing post-implementation support We will agree a retained services contract with regular billing and usage review; overspend outside the agreed periodic budget is typically reconciled and billed on a quarterly basis. See [Ongoing Support](#) below.

Acceptance Testing

If We are undertaking fixed cost/fixed scope work then We will pre-agree a series of binary tests (i.e. “works”, “does not work”) to cover the functional elements of the deliverables [acceptance criteria].

Upon completion of the deliverables and our internal verification that all acceptance criteria have been met, We will formally notify You that You should commence your own testing. It is important to note that this testing phase is limited to a period of 10 business days from the date of notification; this period is deemed sufficient for You to conduct thorough testing against the acceptance criteria.

When You have successfully completed testing without issue, or the 10-day period has lapsed without any outstanding issues reported by You, the implementation will be considered as fully accepted for the purposes of billing. Full payment will become due according to the agreed payment terms.



If the period has elapsed before You have completed your own testing, in the spirit of our commitment to client satisfaction, We will continue to support your testing for an extended period of a further 10 business days. We will work to resolve any issues raised, but this will not alter the billing terms.

Once acceptance testing is successfully completed, or the full testing period has lapsed, your system will come under any support framework that We have agreed with You. It is important to note that any problems or bugs identified after the testing period has ended and the solution or change to any part thereof is in production, it will be considered as ongoing support. In such cases, the solution of issues will be treated as part of the post-implementation support phase and not considered as part of the original development and implementation scope. This ensures that any necessary fixes or adjustments are addressed promptly and comprehensively to maintain the optimal performance and functionality of the solution.

This policy ensures a timely and efficient project closure while maintaining our dedication to delivering quality solutions within a structured and predictable timeframe.

Software Components

We provide temporary software licences during implementation. The cost for these is normally due only when the phase is completed and the software works as intended.

You must not use a temporary software key for production use. You agree that the use of any system for 'production' constitutes acceptance of delivery.

You will be provided with a full software key on receipt of the related payment.

SMUA / annual support for 'year 1' is payable at the same time as the original software licence unless otherwise agreed in writing.

Please also refer to specific terms relevant to the components You use (e.g. ABBYY software) in the [Software Support & Subscription](#) section below.



Our Fees & Working Hours

Our professional service charges are calculated by the hour from a published daily rate; a working day is assumed to be 8 hours. Our fees are reviewed annually and any revision will be [published via our website](#), in addition to contacting our clients directly. Notification will be made at least 30 days in advance of these changes coming into effect.

Our normal working hours are between 8.30 am and 5.30 pm Mon-Thu, and 8.30 am to 4 pm Fri. If We need to schedule work outside these times then We will accommodate wherever possible and at our discretion. We are flexible with our clients and expect the same in return (e.g. arrival times taking into account travel considerations).

We are always fair, reasonable, and transparent in our fees and expect our partnership with clients to reflect that equally.

On-site vs. remote

During initial implementation, particularly with a new client or project, We prefer to spend more time on-site with You where practicable; We find that momentum is best maintained where We are collaborating on infrastructure, data access/collection, business processes, etc.

In later phases and in ongoing support, remote work allows greater flexibility and reduces unnecessary travel overheads.


On-site work is typically billed in full days (8 hours); We may vary that at our discretion. Remote work can be more flexible and typically We account for 1-hour increments during initial implementation. Travel time (not travel expense) is not normally counted unless We have agreed otherwise.

Where We have agreed on a Block of Time on an ongoing relationship with monthly retainers, We account for ¼ hour increments when working remotely and may agree to a discounted hourly rate.

Expenses

Applicable expenses will be billed monthly in arrears, supported by receipts where appropriate. On-site work will be subject to reasonable travel and accommodation expenses unless otherwise agreed. Where travel time from our Bath office to the client's premises is greater than 2 hours and We have not arranged a more flexible start time, hotels will normally be used before the first day of work and between consecutive work days on-site.

1. Car travel is charged at @ 45p per mile + parking / tolls.

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2. Train and air travel is standard class.
 3. Hotel to be Travelodge / Premier Inn / Holiday Inn Express or similar cost/quality.
 4. Evening meals/breakfast/subsistence charged at £35 per night away from home.

Some clients book on our behalf using their preferred suppliers, which We are more than happy to use provided transport, accommodation, and subsistence are at least comparable standards stated above.

Payment

We appreciate when our clients pay their invoices on schedule. If You have any queries with your invoice(s) then please contact accounts@drflow.co.uk at the soonest reasonable opportunity; **do not wait until an invoice is overdue.**

Our finance system will issue automated reminders approaching and after your due date for unpaid invoices.

1. If your invoice falls more than 14 days overdue your support tickets will be passed for manager approval and this may delay the provision of help.
2. If your invoice falls more than 21 days overdue your account will be 'on stop' and support tickets will not be actioned.
3. If your invoice falls 28 days overdue and We have to further chase payment We will invoice £50 each week on zero-day terms for chase-up communication or telephone calls. We reserve the absolute right to disable hosted/managed/supported services and this could result in reversal charges to bring them back online.

Late payments will incur interest of 8% above the Bank of England's base interest rate per [The Late Payment of Commercial Debts Regulations 2013](#).



Software Support & Subscription

Systems provided by Workflow Doctor may be a combination of our proprietary software products, third-party products, cloud services, and/or bespoke components built or customised for your specific needs.

If You have a maintenance, subscription, or hosting contract You remain contractually responsible for ensuring that the proper notice of termination is given in the event that You wish to cease the ongoing agreement. All correspondence regarding the amendment or cessation of your agreements must be made in writing and must cc accounts@drflow.co.uk

If You do not give the required termination notice before the end of your annual agreement then We will assume, for the benefit of continuity of support, that all annual agreements are to be renewed continuously. If You do not give the required notice but later wish to terminate an agreement and We have already invoiced You then We will use all reasonable endeavours to minimise any penalty payment but You agree to pay any termination charges due.

Software Maintenance and Upgrade Assurance [SMUA]

We refer to the support of all software products as SMUA - Software Maintenance and Upgrade Assurance. SMUA normally has an annual term, payable in advance, and the minimum notice period for termination of SMUA is 45 days before the renewal date unless otherwise specified.

During the term, and subject to payment of applicable fees, We will provide support for the product to address deficiencies in its core functionality and You have the right to download and use the latest versions of software which is included in your SMUA agreement. SMUA does not include modification, customisation, or day-to-day administration of the software.

We are responsible for installing updates to the software where this is required to address a deficiency reported by You and which affects your supported use of the software. In all other cases, installation of new software versions is your responsibility. You may also request our chargeable assistance for installation and configuration or fully outsource this to us. Fully outsourcing the installation and configuration of updates will almost certainly require the collaboration of your internal IT team.

SMUA must always be continuous. If You allow your SMUA to lapse, or You give notice of termination, You may continue to use the software *without support* but will be unable to update the software or transfer it to any other server/device. By request, it *may* be possible to resume a SMUA agreement, subject to the approval of any third-party supplier, and this may be subject to reinstatement charges.



Software Subscription and Cloud Services

As with SMUA, software subscription and cloud services are paid in advance. Occasionally a subscription agreement may have a shorter, e.g. monthly/quarterly, rolling renewal cycle which will be specified in your service agreement. Unless otherwise agreed, the minimum term for all service agreements is 12 months with a 45-day notice period required for termination.

You must also give prior notice if You would like to change the parameters of renewal, for instance, to alter the annual page volumes or the number of user licences in your agreement.

Subscription invoices will not be credited in the event that You cease use within the contracted period. We may have agreed quarterly billing with You against an annual subscription, in which case You must still take into account the minimum initial term and/or rolling contract duration.

Specific Manufacturer Terms

Below are links, for your convenience, to the Terms of Service [ToS] / End User Licence Agreements [EULA] for some of our most commonly deployed 3rd party solution components. Whether the software is installed by us as part of a solution or by You, in a supply only arrangement, You accept that You are responsible for your conformance to any applicable ToS/EULA.

ABBYY SMUA: <https://www.abbyy.com/en-gb/smua/>

ABBYY Subscriptions: <https://www.abbyy.com/legal/subscription-terms/>

ABBYY FlexiCapture Cloud: <https://flexicapture.com/terms-of-service/>

ABBYY Vantage Cloud: <https://www.abbyy.com/vantage/eula/>

Gearmage Email Automation: <https://gearmage.com/eula.html>



Ongoing Support

Technical support is available during core business hours unless otherwise agreed and subject to a separate contract. We may enter into a bespoke support agreement with You to provide specific SLA, extended hours, and/or take responsibility for support and management of your system beyond the scope of normal support. Any such agreement may supersede the limitations of support below.

Unless otherwise contracted We do not operate a guaranteed SLA but We do hold ourselves to account for meeting a consistent standard for the provision of support. Our [guidance on ticket priority / SLA](#) sets out these expectations.

Requesting Support

It is essential that You provide as much information as possible when raising a support ticket; this should include screenshots of the issue where appropriate, and a full description of the behaviour being seen so that We can fully understand the issue and replicate the issue.


You must only request support through the proper channels - do not use personal email addresses, instant messaging or phone calls other than through our main number. If in doubt, please take a look at [this article](#) regarding best practices for raising useful support tickets.

Support desk: <https://drflow.freshdesk.com/support/login>

Scope of Support

Where your software components are covered by a fixed cost SMUA We will investigate any ticket within the scope of SMUA and provide unlimited support when the cause is a deficiency in the core functionality of the software. This support may involve our engineers reinstalling software or applying updates or making configuration changes to the operating system, for example:

- The version of the software You are using relies on an operating system component that reaches the end of life (e.g. EOL .NET framework or SQL version).
- The supported software malfunctions after the normal application of a Windows update, e.g. TLS version compatibility.
- The software suffers an internal error where your use of the software, including the consistency of the data/document inputs or outputs, remains unchanged.



Although We will assist in diagnosis, SMUA does not include unlimited support where there is an infrastructure issue, the use of the system has changed, or other environment changes which have not been implemented (or approved) by us, for example:

- Network/security changes such as firewall rules; endpoint security; active directory or group policy updates.
- Changes (e.g. version updates) to connected software such as finance systems; database servers or APIs.
- Changes, or deficiencies, in the format of data that We rely on (e.g. vendor data).
- Changes in the format or delivery of documents that We read (e.g. PDF content protection).

SMUA does not support your bespoke use of the software beyond its core functionality, for example:


- Email automation software should, within the scope of support, be able to connect with the email inbox but processing rules are 'bespoke use'.
- Invoice processing software involving a machine learning component, which is an in-scope core function to constantly improve accuracy, does not guarantee coverage of all supplier invoice formats is 'bespoke use'.
- Document processing where recognised data is compared to an external data source may be in scope, but the matching algorithm for non-exact matches is 'bespoke use'.

SMUA does not include the normal maintenance or administration of your server infrastructure on which it is hosted, for example:

- Application of Windows updates unless required by a related software update for which We are responsible (e.g. .NET update).
- Endpoint/antivirus updates.
- User/permission management.
- Database maintenance such as index updates or database shrinking.
- Disk space management, cleanup of temporary files, or backup of the server data.

When We are fixing a fault the cause of which is attributed to the incorrect working of the service/system as described, Workflow Doctor provides support at zero cost to the customer for in-scope components.

All parties need to have a joint understanding of which organisation, yours or ours, is liable for the time/effort/cost of trouble-shooting issues. We will respond to all support tickets and may ask You to further investigate an issue internally where We suspect that the case is out of scope and may be subject to chargeable support.



In the event that an issue is identified to have originated from You, your infrastructure, or your data, the associated costs incurred during the investigation will be chargeable at our standard hourly rate (+ VAT).

It is acknowledged that, due to the nature of investigations, advance notification of impending charges may not be feasible. However, We commit to making reasonable efforts to notify You as soon as our investigation strongly indicates that external factors or circumstances have caused or contributed to the problem, or when the duration of the investigation itself is suggestive of such external influences.

You are advised to promptly address and rectify any issues within your control to minimise the likelihood of incurring investigation costs.

Disclaimer

We will use commercially reasonable efforts to provide the support and services under these terms; however, You acknowledge that We cannot guarantee that every question, issue, or problem reported by You can or will be resolved.



Confidentiality

Definition of Confidential Information

For the purposes of this agreement, “Confidential Information” shall include all data, materials, and information disclosed by You to Us for the purpose of enabling Us to configure and support Your business systems. This includes, but is not limited to, technical and business information relating to Your proprietary systems, processes, and software.

Obligation

We agree to hold the Confidential Information in strict confidence. We shall not use the Confidential Information for any purpose other than the configuration and support of Your business systems. We shall ensure that our employees, agents, and subcontractors who have access to the Confidential Information are bound by similar obligations of confidentiality.

Exclusions

The obligations of non-disclosure shall not apply to information which

1. is or becomes publicly known through no act or omission of Ours;
2. was in Our lawful possession prior to the disclosure;
3. is lawfully disclosed to Us by a third party without restriction on disclosure; or
4. is independently derived by Us without use of or reference to Your Confidential Information.

Security

We shall take all reasonable steps to ensure the secure handling and storage of Your Confidential Information. This includes implementing and maintaining appropriate physical, electronic, and managerial procedures to safeguard and secure the information.

Disclosure Required by Law

If We are required by law, regulation, or court order to disclose any of Your Confidential Information, We will provide prompt written notice to You, to the extent legally permissible, so that You may seek a protective order or other appropriate remedy.



Return or Destruction

Upon termination of the agreement or at Your request, We shall return or destroy all copies of Your Confidential Information, unless there is a legal or regulatory requirement to retain it.

Survival of Obligations

The obligations under this clause shall survive the termination of the agreement and shall remain in effect for a period of 12 months following the termination of the agreement.



Liability

During and after the term of this agreement, We agree to indemnify You from and against any and all expenses, damages, claims (whether valid or invalid and whether deemed alleged or upheld), suits, losses, actions, judgments, liabilities, and costs whatsoever (including legal fees on a full indemnity basis) arising out of, connected with, or resulting from, Our performance or non-performance, act, omission, negligence, misrepresentation or the breach of any obligation to be performed by Us or Our agents or employees under this agreement.

Neither party will be liable to the other party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other party of an indirect or consequential nature including any economic loss or other loss of turnover, profits, business or goodwill.

Insurance

During the term of this agreement (and for a period of one year thereafter), We shall maintain in force, with a reputable insurance company, public liability, employers liability and professional indemnity insurance in an amount not less than £1 million for any one claim and shall on Your request, produce both the insurance certificate giving details of the cover and the receipt for the current year's premium.