

FlanGran.de - Terms & Conditions (v May 2025)

These Terms & Conditions ("Terms") govern every project that you ("Client", "you") engage me to deliver. By commissioning work, you confirm that you have read, understood and accepted them. A project is formed when you sign the proposal or send written confirmation by e-mail.

1. About Me

FlanGran.de is a one-person software-development business run from the United Kingdom ("I", "me", "my"). I do not subcontract: all work is carried out by me personally.

2. Services

I design, build and deliver custom software and related consultancy.

3. Proposals, Scope & Timelines

1. Written Proposal: Every project starts with a written proposal describing deliverables, estimated schedule, fees and payment milestones.
2. Estimates, not guarantees: Dates in the proposal are *best-effort estimates*. Delays caused by factors outside my reasonable control or by late Client feedback automatically extend the schedule.
3. Minor-tweak period (7 calendar days): You have seven days from delivery of each version (the "*change-of-mind window*") to request *minor tweaks*: small UI-text edits or cosmetic layout changes estimated ≤ 2 developer-hours in total, or as reasonably determined by me. Requests exceeding that scope are treated as a change of scope.
4. Change of scope process: New features or significant alterations are quoted in writing; work proceeds only after you accept the revised quote.
5. Client responsibilities: You will provide timely feedback, access credentials and any materials required for me to perform the work.

4. Payments, Deposits & Cancellation

1. Currency & method: All prices are in GBP. Payment is by bank transfer only.
2. VAT: I am *not* VAT-registered, so no VAT is charged. If my VAT status changes in future, VAT will be added to invoices in accordance with UK law.
3. Deposit: A deposit (typically 25 % unless otherwise stated in the proposal) is due on acceptance of the proposal.

4. Cancellation after commencement: If the project is cancelled by you after work has started, up to 50% of the agreed payment remains payable to cover work completed and scheduling loss. We will discuss the exact amount based on the state of the project up to that point.
5. Statutory rights: Nothing in this clause overrides the current legal framework of the United Kingdom. Your statutory rights remain unaffected.

5. Intellectual Property (IP)

1. Developer IP: I retain ownership of all source code, libraries and tools that I author or supply ("Developer Materials"). I grant you a perpetual, worldwide, non-exclusive licence to *use, run, copy, modify and maintain* the compiled software for your own business purposes.
2. Buy-out option: On request, and for an additional fee agreed in writing, I will assign ownership of the relevant source code and grant access to the code repository.
3. Pre-existing Client IP: If the project involves pre-existing code or assets provided by you, ownership of those materials remains entirely yours.

6. Bugs, Support & Maintenance

1. Bug-fix window: Reproducible bugs reported within *15 calendar days* of final delivery will be fixed free of charge as soon as reasonably possible. Bug fixes do not include new features or changes outside the original specification.
2. Ongoing support: After the 15-day window, I offer support and maintenance services on a retainer or ad-hoc hourly basis. Rates and response times will be agreed separately.

7. Liability

1. I take pride in my work, but all software has limits. Except as stated below, my maximum aggregate liability for any claim, whether in contract, tort or otherwise, is limited to the total fees you paid for the relevant project.
2. Statutory carve-outs: Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any other liability which cannot legally be limited.
3. I am not liable for lost profits, loss of data, or indirect or consequential damages.

8. Force Majeure

I am not liable for delay or failure to perform caused by events beyond my reasonable control, including (but not limited to) natural disasters, war, government action, pandemic, widespread *power outage* or major hosting-provider failure. Deadlines will be extended by the duration of the force-majeure event.

9. Confidentiality & Data Protection

I will treat all non-public information you supply as confidential and will use it solely for the purposes of the project. Where I process personal data on your behalf, both parties will comply with the applicable data-protection laws of the United Kingdom. A separate Data-Processing Agreement will be provided where legally required.

10. Portfolio Rights

Unless you advise otherwise in writing, you grant me permission to display screenshots, a short description of the project, a link to the live software (where publicly accessible), and your (non-confidential) logo in my portfolio and other marketing materials once the project is publicly launched.

11. Portability & Handover

On completion (or on termination after full payment of all sums due) I will, on request:

1. provide reasonable technical documentation, and
2. co-operate with any new developer, subject to a separate hourly or daily fee agreed in advance.

12. Disputes, Governing Law & Jurisdiction

We will endeavour to resolve any dispute through friendly discussion or, failing that, mediation before an independent, mutually agreed third party. These Terms are governed by the laws of England & Wales and any disputes will be heard exclusively in their courts.

13. Entire Agreement & Severability

These Terms, together with the accepted proposal, form the entire agreement between us and supersede any prior discussions or correspondence. If any provision is held invalid or unenforceable, the remaining provisions will continue in full force and effect.

14. Updates

I may revise these Terms from time to time. The version in force at the date you accept a proposal applies to that project.

By commissioning work from FlanGran.de you acknowledge that you have read, understood and agreed to these Terms & Conditions.