



BrainStorm Software

Terms of Engagement

Working with us.





BrainStorm

Your Technology Partner



Why a terms of engagement document?

It helps set expectations between you and us, by laying a solid foundation for our working relationship. It ensures transparency and educates both of us on obligations as we continue to grow together.

This document outlines:

- Job Types
- Communication
- Adhering to Budgets
- Billing Types
- Post Go-Live Issues
- Post Go-Live Warranties
- Scoping
- Invoicing
- BrainStorm Rates
- Cancellation and Rescheduling
- Travel and Accommodation
- Work Request (WR) Terms
- Upfront Payment Fee

Job Types



Ad Hoc

Unplanned or on the spot fix for an existing client.



Work Requests (WRs)

For smaller scheduled consulting or development jobs.



Projects

For larger consulting or development jobs, typically involving multiple BrainStorm experts to complete the project.



Support

For clients that have a support agreement with us and log a support issue.

Communication

Levels of communication by Job Type

Work Requests (WRs)

- Once a WR is approved by the client, the client is notified via email of a confirmed scheduled time of works with the BrainStorm resource
 - Timing can vary pending on the type of resource(s) needed
- BrainStorm resources will reach out to client(s) and stakeholders to complete the scope of works
- For remote meetings and workshops we use Google Meets
 - Other platforms can be used if deemed necessary by the client and BrainStorm resource
- For on-site works; The BrainStorm Customer Success Coordinator schedules in a suitable time with the client, this is confirmed via a calendar invite.
- Once in UAT there might be a few iterations back and forth between the client and a BrainStorm resource
- Once accepted by the client in User acceptance Testing (UAT) a time will be scheduled for go-live/production with BrainStorm's Customer Success Coordinator
- Where more work is required or identified by either the client or BrainStorm, a new Work Request (WR) will be raised against the original scope of work.

Projects

- BrainStorm methodology and communication is defined in the Project Initiation Documentation (PID)
 - For example our minimum levels of communication are;
 - Regular (Weekly, Bi-weekly, and/or monthly) project status meetings
 - A live issues list, highlighting project risks

Support

- Communication and levels of response times are outlined in the client's support contract.

Adhering to Budgets

No matter the work type BrainStorm are working on, these points help us adhere to your budget:

- **Scope of work** - Clearly defined and approved scope of works or defined on Project Initiation Document.
- **Training & Workshops** - Time is booked in with the client via email and a calendar invite sent to all attendees, any additional time requested is raised as an additional WR for approval from the client
- **Have an agenda** - Communication from the client to a consultant and/or developer can cycle through the budgeted hours very quickly, (such as a quick call or email), we recommend that when reaching out, book in time with the BrainStorm Customer Success Coordinator and have an agenda prepared for the meeting with outcomes and action items. This helps to limit the back and forth and the time consumed on an ad hoc basis with a consultant/ developer
- **Changes in scope** - All changes to a WR that are a change to the agreed scope require approval from the client before proceeding.
 - Out-of-Scope Scoping Activities: Any scoping activities or work requested by the Client that fall outside the agreed-upon scope will be considered out of scope.
 - No out-of-scope work will be initiated without written approval from the Client.
- **The project timelines**
 - The dates provided in work requests or Project Initiation Documents are tentative and subject to change based on various factors, including but not limited to stakeholder collaboration, unforeseen challenges, or changes in project requirements.
 - Any delay in providing necessary information, approvals, or feedback may impact the project timeline.
- **Scope Approval**
 - Any additional hours resulting from out-of-scope items will require prior approval. This may be approved via a change request to the original work request, or approved via email, as agreed to between the parties.

Billing Types

Time and Materials (T&M)

- The job is billed for actual hours used to complete the request, along with any materials required (will be stated). BrainStorm has a history of being able to formulate approximate estimates, however, in a situation where the estimate does accurately reflect the work required, BrainStorm reserves the right to request a budget extension for the completion of work. T&M provides value by placing emphasis on rapid development, lower documentation, higher change flexibility, and being outcome-focused.

Fixed Price

- Fixed price requires a more detailed level of documentation to ensure that the requirements are fully scoped. The scoping phase is charged in full to the client, whether the work request is accepted or not. A fixed price may not necessarily offer the best value, however, it will offer a known budget and outcome. Any changes to the requirements will require further chargeable scoping and estimating.

Invoicing

- BrainStorm invoices at the end of the month.
- WR's or Projects that are T&M will be invoiced at the end of the month as the work is ongoing, whether or not the job is complete.
- Fixed price and Agile Projects will be invoiced based on agreed milestones.
- Also see "Upfront Payment Fee" Section

GST

- All prices stated exclude GST and are in Australian Dollars (AUD).

Post Go-Live Issues

When development activities have been completed, BrainStorm ensure that the job passes our Quality Assurance (QA) and User Acceptance Testing (UAT) processes, prior to moving into production.

- There is an expectation that the client tests the development and identifies any gaps from the scope of work (WR) to the delivered work

If there are issues (post-go-live) and BrainStorm identifies that it is a change to scope required or that the client has changed the code/ development, BrainStorm will create a WR for the client to approve the changes to the scope of the original WR.

Post Go-Live Warranties

Time and Materials jobs and projects

- If there are issues identified with the development (specific to the code BrainStorm has changed/ developed) BrainStorm will continue to work to resolve the issue based on the agreed T&M. This is a chargeable exercise.

Fixed price projects include the following warranties

- If there are issues identified with the development (specific to the code BrainStorm has changed, developed) we will warrant the work and re-work for 90 days following go-live/ production.

1. The warranty does not include changes of logic due to 'changing my mind' about how something should work.
2. The warranty does not cover situations where a scope approved by the client was unclear which led to misassumptions.



Scoping

1

A request comes in which asks to solve a problem, or a process a client would like to streamline, or any enhancement feature they would like to add via technology/ software to their business.

2

At this time we capture the request either by requesting a requirements checklist or working through a checklist with them.

3

Once qualified that we are able to fulfil the requirements being asked, BrainStorm will:

- **Complete a discovery cycle** (if needed): this stage can include one-off or deeper dive demonstrations of a product, and confirmation of the objectives of the technology and/or services.
- **Quote** the work being proposed: When quoting, the aim is to provide a quote of total works (which can include licence fees, hosting, hardware, development, consulting, training, systems audits, proof of concepts, any third party applications, and solution architecting).
 - In the event we cannot provide an accurate estimate (either T&M or Fixed Price) and need more time for investigation we will give summarised investigations with an estimated Work Request (WR) to perform a paid scoping exercise.
 - Quotes include:
 - Investigation/Documentation
 - Development
 - QA
 - UAT
 - Migration to Live
 - Post Live Support



BrainStorm Rates

Work Type	Rate Ex GST
Consulting - Remote *Includes Scoping and or Analysis.	\$220 per hour
Consulting - Onsite (minimum of one -day and excludes and travel and accommodation) *Includes Scoping and or Analysis.	\$275 per hour
Development	\$205 per hour
QA	\$205 per hour
Uplift to Production	\$205 per hour
Project Management	\$220 per hour
Task Facilitation	\$220 Per hour
Solution Architect	\$220 per hour
Business Analyst	\$220 per hour
Training	\$220 per hour
Support	\$220 per hour
Ad Hoc *This is charged on a time and material basis and will be billed at applicable T&M rates, contingent on the expertise level of the person requested and or contacted. *Please use this link to log your request.	Charged at T&M
After hours Support, for clients that not on a support agreement. *Please use this link to log your support request.	1.5 x the rate of Work Type
Support agreements - discounts are offered on hourly rates depending what level of support a client is on.	Start at \$2,200 a month
Travel and Accommodation	See section below

Cancellation & Rescheduling

We understand there may be times when you need to cancel your session for consulting, business training or development training. It would be appreciated if you could cancel with adequate notice. This allows us to reassign our resources to other client projects as all our resources are scheduled in advance on projects.

If you are unable to attend a session, a minimum week's notice is required for us to reschedule our resources to other billable work.

Cancellation fees are as follows, in the event of a late cancellation

- Within a week and no later than 24 hours prior to the session, a 50% cancellation fee will be charged.
- Within 24hrs it will be the full rate fee of the session.
- If there is a no show, this will incur a full rate fee of the session.

Rescheduling

- Rescheduling any booked time, where the Brainstorm resource was scheduled in the calendar and requires the same resource to be rescheduled will incur up to a 10% service fee.

For Time and Material Projects

If you are unable to attend a session, a minimum week's notice is required for us to reschedule our resources to other billable work.

- Within a week and no later than 24 hours prior to the session, 50% of the hours allocated will be marked as billable against the project.
- Within 24hrs - time booked will be marked as 100% of the hours billable against the project.
- If there is a no show, time booked will be marked as 100% of the hour/s billable against the project.

Travel and Accommodation

Travel, Accommodation, and Subsistence Charges for Client-Facing Consultancy:

- Travel charges, including drive time and flight time, will be billed at actuals and charged at 50% of the onsite consultancy rate.
- Accommodation costs will be billed at actuals, either arranged by the customer or by Brainstorm.
- Subsistence charges, such as meals and local transportation, will be billed at actuals and are the customer's responsibility.
- Payment for travel, accommodation, and subsistence charges is due upon receipt of the invoice.
- Changes or cancellations to travel, accommodation, or subsistence arrangements must be communicated in writing.
- Brainstorm is not liable for any damages or losses incurred due to travel, accommodation, or subsistence arrangements.
- Confidential information may be disclosed for the purpose of making travel, accommodation, or subsistence arrangements.

Work Request (WR) Terms

Work Request (WR) Minimum Duration:

- The minimum duration for a time and material Work Request (WR) is set at 8 hours. This duration applies to all WRs initiated, with the following exception:
 - Support Ticket Exception:
In cases where a WR is raised from a support ticket, an exception is made where the WR may be less than 8 hours.
- Minimum Billing for WRs Less Than 8 Hours:
 - For requests that are less than the 8-hour minimum duration, please be aware that may still be billed for the minimum of 8 hours. This ensures that we can allocate the necessary resources and maintain the quality of service regardless of the duration of the task.

Client Advisory and Work Consolidation:

- Clients to proactively accumulate and consolidate their development needs.
 - Clients are strongly encouraged to consolidate their requests, allowing us to efficiently address multiple developments in a single WR when it proves practical and cost-effective, so that this fall within the minimum hours.
- Feel free to contact your designated account manager should any issues or exceptions arise

Upfront Payment Fee

- Upfront Payment “Upfront Fee”
 - Upon signing the work request, the Client commits to paying up to 33% of the total cost as an upfront fee. This upfront fee will be deducted from the total work request cost, with the remaining amount to be paid based on the agreed-upon payment terms—either through Milestone billing or Time and Material.
- Payment Terms:
 - The upfront cost will be invoiced immediately upon the signing of the work request and is due within 5 days from the effective date of the work request.
- Commencement of Work:
 - Work will begin once the work request is signed. Typically, resources are scheduled within 1 week after the signing, although this schedule might be subject to change. Confirmed start and completion dates will be communicated to the client.
- Non-Refundable:
 - The upfront fee is non-refundable, except in cases where BrainStorm fails to initiate work as outlined in this agreement.
- Effect of Termination:
 - In case of termination of the work request by either party, the Client acknowledges that the upfront fee is non-refundable and will serve as compensation for work initiated and resources allocated by BrainStorm.
- Right to Suspend Work:
 - If the Client fails to make the upfront fee payment within the specified timeframe, BrainStorm reserves the right to suspend work on the project until the payment is received.

Contact Us.

BRAINSTORM SOFTWARE

+61 3 5942 7774 (Head Office)
info@brainstormit.com.au
www.brainstormit.com.au

