How I Work With Direct Clients

A plain-English guide for clients hiring me directly — not through an agency

Please note: This page explains how I work in simple language. It is not a legal contract and not legal advice. It does not create a contract on its own. The actual agreement will be a separate written contract, Statement of Work (SOW), and any change orders we sign. If anything on this page conflicts with the signed contract, the signed contract wins.

The short version

- We start with one free 30-minute intro call.
- If you want a detailed quote, technical scope, and project plan, that is a paid discovery step.
- The paid discovery fee is credited back to you if you hire me within 14 days.
- We break the project into small milestones.
- Each milestone has clear acceptance criteria we agree on upfront.
- The scope is locked. Changes need a signed change order — more time, more money.
- We sign a Risks and Assumptions Schedule so we both understand what can go wrong.
- If a milestone is missed, we do a postmortem. We either adjust or stop.
- Ownership of each milestone's custom code and deliverables transfers to you once that milestone is paid in full.
- Until a milestone is paid, you have a licence to use it—you can access, test, and deploy it in your pipeline; you just don't own it yet.
- My liability is capped at what you paid me.

1. Free intro call — 30 minutes

We start with one free 30-minute call per prospective client. This is for:

- Getting to know each other.
- Understanding your goals at a high level.
- Checking if we are a good fit.
- Discussing budget range and timeline roughly.

This call is not a free technical deep-dive. I won't design your system, write a full spec, or give you a detailed quote on this call. That is what the paid discovery step is for.

Further calls beyond the first 30 minutes are part of paid discovery.

2. Paid discovery, quote, and technical scoping

If you want a detailed quote, I charge for it. A proper software quote involves real work: understanding your requirements, thinking through architecture, breaking down milestones, estimating time, and identifying risks.

What you get:

- A written Statement of Work (SOW) draft.
- A breakdown of milestones.
- Acceptance criteria for each milestone.
- A timeline and cost estimate.
- A Risks and Assumptions Schedule.

Credit terms:

- If you sign the SOW and pay the deposit within 14 days, the discovery fee is fully credited against your first project invoice.
- After 14 days, the credit expires.
- The discovery fee is non-refundable once the SOW draft is delivered.
- The SOW draft is for your internal evaluation only. It may not be shared with other developers or used to procure competing work without my written permission.

3. Statement of Work and Risks and Assumptions Schedule

Before any work starts, we sign:

- A **Statement of Work (SOW)** — what I will deliver, what I will not deliver, milestones, acceptance criteria, timeline, and payment schedule.
- A **Risks and Assumptions Schedule** — attached to the SOW; common risks (delayed feedback, third-party failures, changing requirements, estimation errors) and who manages each risk.

Both documents are contractual. Together with these terms and any change orders, they form our agreement.

4. Milestones and acceptance

I break the project into small milestones. Each milestone is a small, testable piece of work.

For every milestone, we agree on acceptance criteria upfront.

How acceptance works:

- You review each milestone against the agreed acceptance criteria.
- If it meets the criteria, you accept it in writing.
- Payment is triggered on acceptance.
- If you do not respond within 5 business days, the milestone is deemed accepted and the invoice becomes due.
- If you reject a milestone, you must do so in writing, with specific reasons tied to the acceptance criteria.
- If you reject a milestone, I get one reasonable opportunity to remediate the specific nonconformity at no extra cost (not new scope).
- You agree to provide feedback, access, decisions, and dependencies within agreed timeframes. Delays on your side extend the timeline and may trigger additional costs.

5. If a milestone is missed

If a milestone is missed, we do a postmortem: what was missed, why, options, continue with adjustments or stop.

- If the miss is my fault and within my control: one reasonable rework cycle per milestone at no extra cost.
- If caused by client delays, third-party failures, or an agreed change: adjust plan, timeline, and cost, or stop.
- If we cannot agree within 10 business days, either party may terminate. You pay for completed and accepted milestones plus in-progress work you want to keep.

6. Scope is locked — changes need a change order

Scope locks once we sign the SOW. Additions or changes need a signed change order. No new work until both parties sign. Verbal changes are not valid.

Examples of out of scope: new features not in the SOW, content creation, third-party subscription costs, post-launch feature requests beyond the agreed warranty period, unlimited revisions.

7. Payment terms

- A deposit may be required to start (credited to first milestone, non-refundable but credited against work performed).
- You pay per milestone after acceptance.
- Invoices due on agreed terms (e.g. Net 7 or Net 14).
- Late payments may pause work until the account is current.
- You are responsible for applicable taxes, bank fees, and currency conversion.
- I don't use escrow. Ownership of a milestone's deliverables transfers when that milestone is paid.

8. Code ownership, confidentiality, and portfolio

The code I write for you is yours. Ownership of the custom code and deliverables transfers to you once the milestone is paid in full.

Until then, you have a licence to use it. While a milestone is unpaid, you can access, test, and deploy the code in your pipeline. You just don't own it yet.

What I keep. I keep ownership of my pre-existing code, tools, and libraries. Where those are part of your deliverable, you get a licence to use them as part of the project.

Third-party components are governed by their own licences.

Confidentiality. We keep each other's confidential information private.

Portfolio. I may show anonymised work in my portfolio unless we agree otherwise in writing.

9. Liability — plain English

Total liability capped at fees paid for that project. Not liable for indirect or consequential damages. Warranty only as stated in the SOW. Nothing excludes liability that cannot be excluded by law.

10. Termination

Either party may end with 14 days' written notice, or immediately for nonpayment or uncured material breach. On stop: pay completed and accepted milestones and in-progress work you want to keep; termination fee may apply mid-milestone.

11. If you are an agency

This guide is for direct clients only. Agencies work on separate terms—usually hourly or time and materials. Ask for agency terms.

Not legal advice

- This page is a plain-English guide, not a legal document.
- It does not create a contract. It is not legal advice.
- Have your own lawyer review any contract before you sign.