

Software Development & Website Development

These terms replace any in our standard terms of business where applicable.

Timeframes

If you have a specific timeframe need then please ensure this is discussed at the beginning of the project. These can be accommodated but may incur additional cost. We try to ensure that projects are completed as quickly as possible.

Please also note that time estimates are for the time a task will take and are not a timetable for completion. That would be set out in a project schedule and timeframe.

Revisions

Revisions which are not covered under the original project brief must be communicated IN WRITING to Winter's Computing. The client will incur additional charges for all revisions to a project. Quotations for changes are provided upon request.

Additional work

Where an addition to a project is required, this must also be communicated IN WRITING to Winter's Computing. These will always incur additional work and therefore charges which are the responsibility of the client.

Import of Data

If a project requires importation of existing data, then this should be supplied in a usable form.

Where data supplied is not in a usable form the client is responsible for the work required to make the data usable, or for the charges for Winter's Computing to make the data usable.

Project Control

Normally Winter's Computing would retain full control over a project during the writing process until the project is delivered to the client.

If the project is being worked on in collaboration with a number of parties, then we will work to the project brief provided.

Winter's Computing will accept no responsibility for delays or cost increases resulting from the actions of another party involved in the project.

Project Scope

This must be set out in advance

Intellectual Property

This remains with Winter's Computing until the invoice(s) have been paid in full. After that a transfer of IP will be done.

Invoicing

This can be done in a number of ways – milestones, monthly, weekly etc. This will be discussed with you and will be in your engagement letter.

Web Hosting

Scope

We will provide web hosting to suit your needs. We have arrangements with two different companies for web hosting & email.

We will define what we are providing in the engagement letter.

Service Level Agreement

We will do our best to ensure that uptime is as high as possible. Our hosts have SLA's and we can share these with you upon request.

We are not responsible for any losses due to outages at our hosting suppliers.

Backups

Our hosting provider provides hourly backups of our webspace and databases.

Invoicing

Web hosting is typically invoiced yearly but can be invoiced quarterly or monthly by request.

Domain Names

Where we have control of domain names these will be renewed after checking with you one month before.

Where we do not have control then these are your responsibility to ensure that they are renewed and any special conditions adhered to.

Costs

Hosting costs are reviewed annually. We try to keep these as competitive as possible for our clients.

Our charges to you will be based on usage as well as the base cost – items such as mail accounts, databases, disk space, and bandwidth can increase hosting costs.

Termination

We required 90 days notice for termination of web hosting. This allows for a proper transition period for you to move all of your sites/databases/domain names/email accounts to a new host.

We will offer assistance in this transfer, but it will be chargeable at our standard rate.

Non-Payment

In the event of non-payment of hosting/domain fees we will turn the service off after following the late payment procedures in our standard terms of business. We will take a snapshot of the website/database data at that point in time. A notice will be displayed on your domain name(s) stating that the account has been suspended.

If payment is still not received, then your web space data will be deleted and email accounts and their data will be deleted.

We will then return domain names to the registrar at their expiry date.

Winter's Computing – Project Specific Terms & Schedules

IT Support – Ad Hoc

Scope/Timescales

Work involved will be discussed with the client at each call out/support request.
The response time will be the next available appointment. This may not be immediate.

Service Level Agreement

Ad Hoc IT Support has no service level agreement.

Invoicing

IT Support is typically invoiced at the end of the job, or monthly if sooner.

Parts

Parts/Goods are normally available to us within 48 hours - if this is not the case then you will be informed.

Payment may be requested for parts in advance.

Goods remain the property of Winter's Computing until paid in full.

Winter's Computing – Project Specific Terms & Schedules

IT Support – Contracted

This will usually be accompanied by a separate Computer Services Agreement – your engagement letter will specify if this document applies to you.

Scope

Work involved will be discussed with the client and agreed in a separate document.

Service Level Agreement

If a service level agreement is made, then this will be in the Computer Services Agreement document.

Invoicing

IT Support is typically invoiced monthly.

Parts

Parts/Goods are normally available to us within 48 hours - if this is not the case then you will be informed.

Payment may be requested for parts in advance.

Goods remain the property of Winter's Computing until paid in full.