

Standard Terms of Business – Winter's Computing

These terms were revised April 2026 (Version 6.5).

0.1 Applicable law and changes in the law

- 0.1.1 Our engagement letter and terms and conditions of business are governed by, and should be construed in accordance with Scots law. The Courts of Scotland will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matter arising from it. Each party irrevocably waives any right to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction.
- 0.1.2 If any provision in these terms of business or any associated engagement letter, or its application, are found to be invalid, illegal or otherwise unenforceable in any respect, the validity, legality or enforceability of any other provisions shall not in any way be affected or impaired.
- 0.1.3 We will not accept responsibility if you act on advice previously given by us without first confirming with us that the advice is still valid in light of any change in the law or in your circumstances.
- 0.1.4 We will accept no liability for losses arising from changes in the law, or the interpretation thereof, that occur after the date on which the advice is given.

1.0 Charges/Fees

1.1 Quotations/Estimates: Please note that all prices quoted are estimates with the current information available. Unless otherwise stated these are subject to change.

1.2 Information Technology is a highly skilled profession, and we set our professional service fees accordingly.

We always aim to remain competitive in the marketplace.

1.3 If we provide you with an estimate of our fees for carrying out any specific work, the estimate will not be contractually binding unless we explicitly state that will be the case.

1.4 If we agree a fixed fee with you for providing a specific range of services this will be the subject of a separate agreement. This agreement will set out the period to which the fixed fee relates and the services covered by it. If it becomes apparent to us, due to unforeseen circumstances, that a fee quote is inadequate, we reserve the right to notify you of a revised figure or range and to seek your agreement thereto.

1.5 Hourly rate: You will be given an hourly rate at the beginning of our business.

1.5.1 These rates are reviewed annually.

1.5.2 The time will always be rounded up to the next nearest chargeable unit (normally 1 hour).

1.5.3 Some tasks may be charged at a higher or lower rate at the discretion of the business. Where the rate is higher than the normal rate this will be discussed with the client before the work is done.

1.6 Daily/Half Day Rate: These rates are set depending on the individual circumstances.

1.6.1 The time will always be rounded up to the next nearest chargeable unit.

1.6.2 Rates are agreed with the client beforehand.

1.7 Travel:

1.7.1 Travel charges vary between projects.

1.7.2 We try and group clients together, this reduces the travel charge to each client.

- 1.7.3 Travel is split into zones calculated by distance from our office. Zones are based on time not distance.
- 1.7.4 Your rate for travel will be in your engagement letter.
- 1.7.5 **Foreign Travel/Overnight Travel:**
This is charged at the full day consultancy rate. The client is responsible for all transport and accommodation costs relating to the trip. Each trip will be discussed individually with the client.
- 1.7.6 **Missed Appointments** – These will be charged at 1hr rate plus travel unless we are informed before travelling commences.
If we need to miss an appointment (due to illness or other) we will inform you as soon as possible.

2.0 Payment Terms

- 2.1 Unless an individual payment scheme is agreed upon the payment terms are as follows:
 - 2.1.1 **IT Support:** An invoice is normally generated at the end of the job or monthly, with a Due Upon Receipt payment term.
Any invoice which includes hardware is also Due Upon Receipt.
All goods remain the property of Winter's Computing until paid in full.
 - 2.1.2 **Software Projects** - An invoice is normally generated monthly with a Due Upon Receipt payment term.
Alternatively, an invoice is generated at agreed project milestones with a Due Upon Receipt Payment Term
 - 2.1.3 **IT Consultancy** - If the consultancy is on a per hour basis, then an invoice is normally generated monthly with a Due Upon Receipt. payment term.
If the consultancy is on a day or half day basis then an invoice is normally generated at the end of the consultancy period with a Due Upon Receipt payment term.
We may request payment in advance for materials/services.
We may also allow/require the purchase of support hours in advance. These will be refundable if you terminate the contract.
 - 2.1.4 **If you do not accept that an invoiced fee is fair and reasonable, you must notify upon receipt, failing which, you will be deemed to have accepted that payment is due.**

3.0 Payment Methods

- 3.1 The preferred method of payment is via BACS - our account details are present on all invoices. Please ask if you require IBAN details.
- 3.2 We can accept credit & debit cards – ask for an online payment link if there isn't one in your invoice email.
- 3.3 Cheques are not accepted except by special arrangement.
- 3.4 Payment in cash is not accepted.
- 3.5 We do not offer a credit or split payment facility. Invoices are due in full upon receipt.
- 3.6 Payment is in Pounds Sterling (£) unless otherwise stated.
- 3.7 Payment in Euros (€) is made to a different bank account - details will be found on your invoice.

4.0 Late Payment Fees:

- 4.1 The payment is defined at being due on the date of the invoice, and late thereafter. The statutory definition of late is 30 days post invoice date.
- 4.2 If the payment has not been made in this time, then we will charge interest on the late balance using the government guidelines.

- 4.3 We reserve the right to charge interest on overdue invoices at the rate applicable under the Late Payment of Commercial Debts (Interest) Act 1998. We also reserve the right to suspend or terminate our services, having given written notice, if payment of any fees is unduly delayed. We intend to exercise these rights only if it is fair and reasonable to do so.

5.0 Client Confidentiality

- 5.1 Winter's Computing values the data security of our clients.
- 5.2 Your data is stored on Full Disk Encrypted computers to which access is limited by biometric security.
- 5.3 Our software suppliers adhere to GDPR storage standards.
- 5.4 We are registered with the ICO.
- 5.5 We do not share your data with anyone else.
- 5.6 Your data is stored and used for the purposes of our engagement with you.
- 5.7 Unless we are authorised by you to disclose information on your behalf, we confirm that if you give us confidential information we will, at all times during and after this engagement, keep it confidential, except as required by law or as provided for in regulatory, ethical or other professional pronouncements applicable to us or our engagement.
- 5.8 Please see our separate Privacy Notice, available on our website and by request from us.

6.0 Indemnities

- 6.1 Winter's Computing will deliver the project/technical work/consultancy to the best of our ability.
- 6.2 Although the Client's success is our goal, we do not guarantee the success of any business venture or endeavour built around our software/websites.
- 6.3 The Client will not hold Winter's Computing liable for loss of monies or failure resulting from this agreement.
- 6.4 We cannot accept responsibility for issues arising from external software products. We will work with the support departments of these products to resolve any issues but cannot accept liability.
- 6.5 Winter's Computing carries Public and Professional Indemnity Insurance as required by law.
- 6.6 In the unlikely event of our insurance being insufficient for your project this will be discussed with you and an agreement reached.
- 6.7 This does not affect your statutory rights.

7.0 Termination

- 7.1 **n.b. – Some of our agreements (IT Support Contracts, Web Hosting, et al.) have different termination terms. These are specified in that agreement/engagement letter. These are the standard terms for other work.**
- 7.2 This contract can be terminated at any time by Winter's Computing if any of the agreed terms are not met. This includes - non payment of invoices or non responsive communication.
- 7.3 The client may terminate this agreement at any time. The client will be responsible for payment of any outstanding charges due.
- 7.4 If this agreement is terminated then the full outstanding balance is expected to be paid within 7 days.
- 7.5 If the Client engages in threatening behaviour, or issues threats or defamation of the company or its staff then we will prosecute to the full extent of the law.

- 7.6 If the Client breaks the law with our knowledge then we are duty bound to report this to the relevant authorities.
- 7.7 If incriminating material is found on any machines then this is always reported to the authorities.

8.0 Intellectual Property and use of our name

- 8.1 Winter's Computing acknowledges that the software/websites that we write (once paid for) is the intellectual property of the client and that we will make no trademark claim on the software.
- 8.2 A transfer of Intellectual Property documents can be provided upon request.
- 8.3 You are not permitted to use our name in any statement or document you may issue unless our prior written consent has been obtained. The only exception to this restriction would be statements or documents that, in accordance with applicable law, are to be made public.
- 8.4 We will retain all intellectual property rights in any document prepared by us during the course of carrying out the engagement except where the law specifically states otherwise or a transfer of Intellectual Property document has been provided (see 8.1 & 8.2).

9.0 Help Us to Help You – Our Relationship

- 9.1 We are committed to providing you with a high-quality service that is both efficient and effective. If, at any point you would like to discuss with us how our service to you could be improved, or if you are dissatisfied with the service you are receiving, please let us know by contacting us.
- 9.2 It is the responsibility of the client to maintain contact with Winter's Computing; this includes responding to all requests for information/data or clarification.
- 9.3 It is the responsibility of the client to follow any agreed payment scheme or schedule.
- 9.4 It is the responsibility of Winter's Computing to respond to client contact within a reasonable timeframe. Emails are normally answered within two business days (Monday-Friday 9am-5pm).
- 9.5 Phone calls - due to meetings and other client work we cannot always pick up the phone. Calls will be returned as soon as possible. Please ensure you leave a voicemail message detailing your query.
- 9.6 Email is the preferred method of communication. We may insist that matters discussed by phone are put in writing.
- 9.7 If the client fails to adhere to the above terms, then this agreement will be terminated. (See Termination).
- 9.8 In the course of our providing services to you we may provide advice or reports or other work products in draft or interim form. However, final written work products will always prevail over any draft, or interim statements. Where you request it, we will provide you with written confirmation of matters stated orally.
- 9.9 We will consider carefully any complaint you may make about our service as soon as we receive it and do all we can to explain the position to you. We will acknowledge your letter within 5 business days of its receipt and endeavour to deal with your complaint within 8 weeks.
- 9.10 If we resign, or are asked to resign, we will normally issue a disengagement letter to ensure that our respective responsibilities are clear. Should we have no contact with you for a period of time we may issue, to your last known address, a disengagement letter and hence cease to act.

10.0 Scheduling – General

- 10.1 Winter's Computing endeavours to schedule jobs to ensure they are dealt with in a timely manner.
- 10.2 This differs between Appointments and other 'desk work'
- 10.3 Projects are placed in a project queue and will be worked on either when they reach the top of the queue or if a project ahead of it in the queue fails to supply information in a timely manner.
- 10.4 Allan endeavours to have two 'office days' per week, where these projects can be worked on.
- 10.5 These days can be disrupted due to emergencies for other clients.
- 10.6 Appointments scheduled will be honoured, if possible, but sometimes external circumstances require these to be postponed, sometimes at short notice. You will be informed as soon as possible should this be necessary and offered the closest available appointment.
- 10.7 Please be aware that if there are delays in supplying necessary information for a project **you will lose your place** in the project queue. We always have work that can be done, and we aim to make as much progress as possible during the week for the benefit of all our clients.
- 10.8 Emergencies that require other appointments to be postponed may be charged at a higher emergency rate. This will be stated in your support contract.
- 10.9 Specific project timeframes must be set out in advance and agreed upon by both parties. This may involve the use of one of our contract staff which carries additional expenditure - See Project Specific Timeframes in your project contract.
- 10.10 Where a project is relying on a parts delivery from a supplier, we have no control over this. Schedules and appointments will be drafted but not confirmed until the part is physically delivered.
- 10.11 Illness – We are human and illnesses happen. While we apologise for any delays to the project being caused by illness we cannot help this.

11.0 Agreement of Terms

- 11.1 Our engagement letter and these Standard Terms of Business form the whole agreement between you and us and replace all previous agreements and terms between us

11.2

12.0 Retention of records

- 12.1 During the course of our work we will collect information from you and will return any original documents to you.
- 12.2 We are required to retain financial records for 7 years.
- 12.3 Whilst certain documents may legally belong to you, unless you tell us not to, we intend to destroy correspondence and other papers that we store which are more than 7 years old, other than documents which we consider to be of continuing significance. If you require retention of any document you must notify us of that fact in writing.
- 12.4 We reserve the right to convert information records and data, irrespective of ownership, into electronic format. If you require information returned, you agree that we may supply it either in electronic format or as a print of the images.

13.0 Changes to these standard terms of business

- 13.1 These Standard Terms of Business may be subject to change. We will make changes by publishing them on our website. You can find the current version

there. If you do not have access to our website, please contact us and a paper version of our Standard Terms of Business will be sent to you.