



G-Cloud 10: Terms and Conditions

G-Cloud 10: Terms and Conditions

This document outlines the limited Terms and Conditions associated with Invotra Limited and the services we provide.

The services that can be procured via G-Cloud are delivered by Invotra Limited and our hosting partners secure and assured infrastructure.

Contact Details

Invotra Limited
Chertsey House
61 Chertsey Road
Woking, Surrey
GU21 5BN
www.invotra.com

Paul Zimmerman
COO
Paul.Zimmerman@invotra.com
+447836364901

G-Cloud 10: Terms and Conditions

Termination of Service

There are no termination charges applied to a user or a site administrator, in the event of a subscription termination. The individual user can request termination of their subscription and the site administrator can request termination of a site. The termination notice period is 1 calendar month in order to keep invoicing simple and reduce costs.

Procurement and Billing

Invotra provide a client management portal through which all interactions can be completed including service ordering and clients can receive service updates. There are no charges associated with the use of this service.

Service Ordering

Clients can contact our client services team directly or via the client management portal in order to order services, update existing services or to find out about new services. Client services can be contacted via Government@Invotra.com

Payment Options

Payment can be accepted through BACS or Purchase order. Future services will enable payment options through merchant payment systems.

Invoicing

The Service is invoiced in arrears at the end of each calendar month. If there have been user or site service credits in that month, these will be automatically applied in arrears the month following the service credit adjustment. Payment due within 15 days of receipt of invoice.

G-Cloud 10: Terms and Conditions

Service Credits

In the event of a failure to meet the specified service levels a service credit to a maximum of 50% of the total service charge will be applied in arrears against future service charges. Service credits can be requested based on the following basis:

Service availability missed	Service credits value multiple*
1-10%	1.1
10-25%	1.2
25-49%	1.5

* example calculation 5% of agreed service level system is not available = 5.5% of service charge credited

G-Cloud 10: Terms and Conditions

Termination of Service

There are no termination charges applied to a user or a site administrator, in the event of a subscription termination. The individual user can request termination of their subscription and the site administrator can request termination of a site. The termination notice period is 1 calendar month in order to keep invoicing simple and reduce costs.

Procurement and Billing

Invotra provide a client management portal through which all interactions can be completed including service ordering and clients can receive service updates. There are no charges associated with the use of this service.

Service Ordering

Clients can contact our client services team directly or via the client management portal in order to order services, update existing services or to find out about new services. Client services can be contacted via Government@Invotra.com

Payment Options

Payment can be accepted through BACS or Purchase order. Future services will enable payment options through merchant payment systems.

Invoicing

The Service is invoiced in arrears at the end of each calendar month. If there have been user or site service credits in that month, these will be automatically applied in arrears the month following the service credit adjustment. Payment due within 15 days of receipt of invoice.



G-Cloud 10: Terms and Conditions Cloud Support Services

G-Cloud 10: Terms and Conditions

Intellectual property and assets

- All Intellectual property / Software / Domains purchased or developed during the process specifically for piece of work which Invotra is appointed to complete will be the property of client upon payment to Invotra of any outstanding monies unless specifically agreed otherwise in advance of the work being undertaken. This does not include enhancements made to existing Invotra systems or systems developed independently by Invotra during this project.
- In the event of non-payment by the client or cancellation of the project for whatsoever reason, Invotra will retain all ownership and rights.
- Software, systems and intellectual property that is already owned by either party will remain in its sole ownership and use of any/all of these will not in any way affect current ownership.
- Invotra will use open source software within this project and the rights over this software cannot be claimed by either Invotra or client other than those rights which the party already owns.
- The nature of Drupal as an extensible, modular platform means that Invotra will use modules written by 3rd party developers as part of your site. This is standard practice for Drupal sites. These are known as "Drupal Contributed Modules". Invotra will use their knowledge to select the appropriate Drupal Contributed Module(s) required for the development of your website. However, Invotra are not responsible for these modules (including quality of code, security updates or bug fixes), and make no warranties of their suitability or fitness for a particular purpose.
- Invotra may need to use beta, alpha or dev versions of community in order to meet clients requirements
- Invotra has a policy of submitting patches to open source programmes / modules we develop during our projects; this helps to make future upgrades with these modules simpler if the patches are accepted.
- If you are not happy with Invotra using modules from the community you must make us aware of this prior to appointment as all quotations may be based on reuse of existing open source software.

G-Cloud 10: Terms and Conditions

Communications

- A task tracking system will be provided by Invotra for the recording of all work during the project and will be considered the primary means of communication for the project.
- On-site visits are at the discretion of Invotra except for agreed meetings, dates for these meetings to be agreed at the beginning of the project.
- On-site visits may incur travel & subsistence expenses, receipts can be provided on request for all expenses.
Charges
- Business working hours are 0700 – 1900 UK, Monday to Friday, excluding Public/Bank Holidays. ○ All other times except Sundays and Public/Bank Holidays are charged at 2 times normal rates. ○ Sundays and Public/Bank Holidays are charged at 3 times normal rates.
- All prices provided are exclusive of VAT.
- Travel time will be charged at normal rates unless agreed otherwise in advance.
- Change Requests for projects are completed on a time and materials basis unless explicitly agreed otherwise. A task that is entered into the task system as a "Change Request" and assigned to an Invotra team member is an instruction from The Client to carry out a piece of work on a time and materials basis.
- Change requests are not considered part of a project and as such cannot stop the signoff of the project or any stage payments.

G-Cloud 10: Terms and Conditions

Invoicing, termination

- All fixed price work including change requests will be invoiced on completion unless otherwise agreed in advance.
- Standard Payment terms are 7 days from date of invoice; invoices will be raised monthly in advance for all work to be completed that month unless otherwise agreed in advance.
- All work completed on a Time and materials basis is invoiced at the end of the month in which work is completed or at the end of the piece of work, whichever is earlier.
- Any additional work completed during the month with client agreement will be invoiced at the end of the calendar month in which the work is completed.
- Invotra may terminate this agreement with immediate effect in the event that the other party becomes bankrupt or insolvent.

Quotations & Estimates

- Quotations are based on information provided and as such may fluctuate in the event that requirements change significantly from our original understanding.
- All quotations are based on the understanding that all documents, copyrights, graphics and other required elements are readily available for use in the project.
- All rates quoted above are subject to change without notice unless otherwise stated within the quotation supplied.

G-Cloud 10: Terms and Conditions

Testing, Browsers and accessibility

- Accessibility is assumed to be WAI 'AA' Compliance for all anonymous user access to the system, any accessibility requirements for logged in users or administration screens should be notified prior to agreement.
- Our standard testing covers ◦ Internet Explorer 9/10/11+ on Windows ◦ Chrome - Latest version on Windows ◦ Firefox - Latest Version on Windows. Where specific testing or accessibility is required, this must be detailed prior to quotation.
- Unless specified as part of the quotation / agreement Invotra will provide a compressed archive of the software developed placed on a location specified by the client or submit the code directly to a nominated source code repository i.e. will not install the software.
- Recommendations on hosting provided by Invotra are deemed to be generic in nature and unless specific requirements for hosting recommendations have been agreed the client is expected to source hosting themselves.
- Any specific requirements on documentation must be notified to Invotra at the time of quotation request. No training is included by default by Invotra for development projects, if required this will be separately quoted.

Registered Office

- Head Office: Chertsey House, 61 Chertsey Road, Woking, GU21 5BN
- Invotra Limited is a private limited company registered in England and Wales
- Registered number: 06959535
- VAT number: 238 9402 86
- Registered office: Chertsey House, 61 Chertsey Road, Woking, GU21 5BN



G-Cloud 10: Terms and Conditions