



binary vision

www.BinaryVision.com

Terms & Conditions

G-Cloud Digital Marketplace: May 2022, version 1.1

Terms and Conditions

Most Terms and Conditions are covered by the G-Cloud framework agreement together with the call-off agreement and order form signed with each customer. Additional Binary Vision (BV) Terms and Conditions are as follows:

Publicity

We will scrupulously observe our responsibilities in regards to confidential information but BV must be able to refer to the customer as being a client of Binary Vision in:

- Client page(s) on our website and social media accounts
- Sales presentations
- Other promotional materials

Hours of business

Notwithstanding the details in the standard SFIA document our standard hours of business are 09:30 – 17:30, Monday – Friday, on normal work days. Binary Vision closes for the (typically three) work days that fall between Christmas and New Year.

Out-of-hours development / implementation work can be arranged but will incur a premium.

Support and maintenance

All support is delivered via an internet-based ticketing portal.

Customers who log a support request will get a response acknowledging the request from Binary Vision within one business day. For critical issues we will respond within 2 business hours.

For pricing, see separate document.

Open Source Software

- Binary Vision makes no warranty and accepts no liability in respect of any Open Source Software, or third party applications used by it in the provision of the Services
- Customers will abide by the straightforward license terms of any Open Source software which we provide, none of which terms is onerous.

Customer obligations

- If the customer provides hosting, this will be to a configuration that is agreed at the outset. Binary Vision will be provided with a suitable level of access for straightforward, rapid, iterative development, with automated deployment. Binary Vision will be given access to an integration/testing server that, as far as is practicable, mirrors the front-end servers in specification and configuration. Typically, Binary Vision will be responsible for maintaining the application layer (handled via support tickets) and the customer's ISP will be responsible for provisioning and maintaining all other layers.
- The customer will assign resource to make interim and final approvals (including UAT) in a timely manner. If items submitted for approval are not objected to within 14 days, the work will be deemed to have been accepted.
- The customer recognises that the delay in provision of items that are their responsibility (e.g. content or brand assets) will result, at a minimum, in a concomitant delay in delivery by Binary Vision. If customer delays are very long, work may have to be wholly re-resourced and re-scheduled.
- For migration of existing content, or on-boarding of new content, the customer must provide timely access to the relevant data.

Contact

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