



Drupal Maintenance Contracts Terms & Conditions

By placing an order with Circular Cube, you confirm that you are in agreement with and bound by the terms and conditions below.

Definitions:

- The Client: The company, organisation or individual requesting the services of Circular Cube.
- Circular Cube: The freelance business of Vali Hutchison and any associated partners or appointed agents.
- Contract Cycle: the agreed period of time for when Drupal updates are performed which for this contract is once every **month/quarter/year (delete as applicable)**.

General

Circular Cube will carry out work only where a written confirmation is provided by email or post.

Circular Cube will carry out work only for Clients who are 18 years of age or above.

Circular Cube's Maintenance Contracts

What is included:

- Updates to Drupal core once at the start of each contract cycle
- Drupal Module Updates once at the start of each contract cycle
- Drupal Theme Updates once at the start of each contract cycle
- Installation and maintenance of Drupal Security Review module to help prevent attacks and to review website for security recommendations.
- If after updates to Drupal core, Drupal modules or Drupal themes are performed it is determined that one or more of the updates cause problems for the overall functioning of the website, then the site will be 'rolled back' to the state before the updates were performed using the latest website backup. Circular Cube will then contact the Client to discuss options as to remedy the issue.
- Daily backup of Database
- Daily backup of Files
- Changes to code base stored within Version Control using Git

What is not included:

- Changes to the website content including text, images, pages, menus etc.
- Addition of new features to the website or modification of existing features
- Changes to the design of the website

- Installation of new Drupal modules
- Installation of new Drupal themes
- Repair of website
- Any work required to remedy an issue where an update to Drupal core, Drupal modules or Drupal themes has been found to cause problems to the overall functioning of the website. This work will be discussed with the Client beforehand and then charged separately at Circular Cube's hourly rate.

Client Payment of Accounts

This maintenance contract has been agreed as £___ per **month/quarter/year (delete as applicable)**. Maintenance contract fees are due upfront before any hours of work have been completed.

Circular Cube is a small business and requests that you pay the invoices sent to you promptly.

For maintenance plans, Circular Cube aims to invoice as close to beginning of the month as possible, and respectfully request that all payments be submitted within 15 days of receipt of invoice. Should a payment be late, Circular Cube reserves the right to freeze all work until accounts are settled, and to charge a 1.5% late fee on the outstanding amount compounded monthly.

Cancellation

This agreement remains in effect until either you or Circular Cube cancels it. You may cancel this contract at any time by providing thirty (30) days written notice (via post or email), provided that all payments are up-to-date. Should you decide to cancel this agreement, you acknowledge that that no refunds will be given on amounts you have already paid. You also authorize Circular Cube to charge your credit card or other payment method for any payments that remain outstanding.

Circular Cube reserves the right to cancel this agreement at any time, for any reason, and without prior notification. Should Circular Cube decide to cancel this agreement, you will be sent a cancellation notice either electronically or in writing. This notice will be sent to the physical or email address held on record.

Legal Information

While performing tasks related to this contract Circular Cube cannot accept liability for losses caused by the unavailability, malfunction or interruption of the Client's website. Circular Cube cannot guarantee that its work will be error-free and so Circular Cube also cannot be liable to the Client or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this web site and any other web pages, even if the Client has advised Circular Cube of the possibilities of such damages.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

The Client cannot transfer this contract to anyone else without Circular Cube's permission. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.