



Bookings Standard Contract - Migrations

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Clear definitions, clear expectations - if you do not understand something in your contract please get in touch for an explanation.

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Silicon Dales Migration Contract

Standard Public Contract

Silicon Dales have been briefed to perform a website web hosting migration as per the Consultation Report provided.

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Page 2 The Purchaser Contract



Silicon Dales will provide the following:

- Assistance in setting up and or gaining (delegated) access to the relevant accounts.
- Clear advice on when the migration will take place and how services might be affected.
- Appropriate backups.
- Migration of database and files to the agreed new hosting setup.
- Update of relevant settings based on the new hosting setup.
- Functionality testing as agreed during the consultation and reflected in the Consultation Report.
- Troubleshooting up to 5 working days following migration, limited to 30 developer minutes.

This does not include:

- Web development, training or correspondence not covered in the Consultation Report.
- Changes to the agreed new hosting setup as covered in the Consultation Report.

What We Need From You

- A single point of contact with appropriate authority and expertise to setup accounts and payments on behalf of the website in question.
- Availability to answers questions within appropriate timeframes.

Time Quotation

The Consultation Report will provide a timeframe for completion of the website migration, subject to receipt of payment.

Price Quotation

Silicon Dales will produce all of the above for a price of \$550 (+ VAT where applicable), paid in advance.

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Public Terms & Conditions for Bookable Services

Jurisdiction

All contracts are subject to the laws of England and Wales, regardless of the location of the client, subject matter or technology involved.

Intellectual Property

Silicon Dales uses combinations of various technologies which are ever changing and require updating and tweaking in order to work properly together. Some of these technologies are open-source, others utilised under developer's multi-site usage licences and some others are used under licence, such as stock images licenses.

Silicon Dales will always ensure that at the time of purchase, all necessary licences are in place to ensure the proper functioning of your website.

Where updates and management are required to ensure the proper functioning of a licence, for example with SSL Certificates (the padlock on your online shop), we will recommend that you sign up for ongoing licences to ensure this is kept up to date in line with your website's security updates.

Silicon Dales reserves the right to utilise copy, graphics and custom coding elsewhere, as appropriate, and in-line with our Best Practice Guidelines, in order to best fulfill the contract and also to enable our staff to build upon past developments to create new and improved versions.

Silicon Dales will always aim to ensure client websites are distinct and differentiated from one another and that copy is never duplicated within our own stable of websites.

Guarantees

Silicon Dales will guarantee that any work produced is best practice at the time of delivery, as per our internal Best Practice Guidelines, except where disclaimers signed by the client are in place, or where the client has ignored advice relating to best practice, or where the client has made changes to the work after delivery.

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The effectiveness of a client website will depend to some extent on the client. The team at Silicon Dales will be able to give you an overview of your industry's digital landscape and effective ways to compete against such a backdrop.

Any sales, promotion or interest resulting will rely partly on our work being done properly, partly on your budget, but also on your competitors, marketing, supply-and-demand, macro-economics, micro-economics, pricing, your customer service and other extraneous factors. As a result of these, we cannot guarantee to make sales for you or increase your website traffic.

Valid Until

This contract is valid for 21 days from the receipt of cleared funds. If the appropriate contacts, authorisations or logins are not provided within this period, a refund will be processed.

The Silicon Dales Process

Silicon Dales uses a high level of skill to assist businesses and organisations to sell more online and achieve efficiencies through digital systems. To accomplish this, our staff need a good understanding of your organisation - its products, services, customers and processes.

The Silicon Dales process is designed to produce a digital strategy that works for your organisation. Here is how our WordPress Speed Optimization process works - but most of our work broadly follows this pattern:

Phase One

Initial website inspection, conversation and consultation process to evaluate what your organisation needs and what it could benefit from in terms of speed optimization.

From this site inspection and conversation, we will then make a series of recommendations in a report, which will include:

- any recommendations on web hosting (upgrades, downgrades, different type of hosting or migration)
- what we think can be achieved within the standard WordPress Speed Optimization

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service

- Agreed function tests for your site (how it *should* work before and after any changes)

Phase Two

If you've purchased a hosting migration this will now take place.

Phase Three

If you've purchased a standard WordPress Speed Optimization, this will proceed as per your initial report. After it is complete, you will be emailed with a short report which will include:

- PageSpeed performance changes as recorded in the relevant Pingdom and GTMetrix tests
- Any blockages or decision points the developer identified
- Any further room for improvement
- Any wider issues identified in the course of the work

Sometimes WordPress Speed Optimization work can change the functioning of your site. Whilst the developer will test your site in line with the agreed function tests after making changes live, you may find issues related to the WordPress Speed Optimization service at a later date.

Based on any feedback from you, up to 30 developer minutes will be spent on troubleshooting issues directly related to the WordPress Speed Optimization service – up to 5 working days following completion.

After 5 working days, you are still welcome to get in touch with any issues, but we may provide a tutorial or invoice for additional developer hours to provide the solution.

Best Practice

Many decisions on optimization methods will have been made with best practice in mind.

Where requests for troubleshooting or changes compete with the need for best practice, we will liaise with you and if you ultimately wish to override best practice, we will ask you to sign a short disclaimer as the changes may impact on our ability to deliver the best service in terms of PageSpeed, search engine optimization, sales or website traffic.

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This includes considerations such as:

- conversion rates (how many users become paying customers);
- heat maps (where most users look);
- access for blind users (using elements which can be read out by assistance programs);
- responsive design (a website which will work properly on any screen size)

What is not covered?

Functionality or services not explicitly included in the standard Bookable Services contracts must be quoted for separately. We will check whether you would like us to complete the task as advertised / covered in your Consultation Report or to quote for a tailored discovery process (prices from \$1500).

What if I use up my troubleshooting minutes?

If you use up your troubleshooting minutes and are still not happy with the functioning of your site, we will quote for the additional work which must be undertaken to fulfill your requirements. You may then complete the project with Silicon Dales or take the remaining work elsewhere.

Will you work with my project manager?

Silicon Dales manages work flow along its own best practice guidelines and against the backdrop of present workload and staff commitments. For this reason, we manage our own projects and time within the scope of the proposal and contracts signed with our other clients.

What if I bring in another developer?

If you sign a contract which conflicts with the one you have with Silicon Dales, it falls into a category of break clauses which trigger the cessation of work.

Break Clauses

Here we set down what happens when the project does not proceed as expected.

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Extra Requests

If you make extra requests during the task which are not covered by the contract, we will liaise with you to end the present contract and re-quote to begin a new one. You will be liable for 80% of the present contract value.

Bringing in another developer

If you bring in another developer or sign a contract for work which runs parallel to the one signed with Silicon Dales, we will cease work on your contract and you will be liable for the original contract value.

Security

Please do not send passwords by email. Where possible, delegate an access to your relevant Silicon Dales contact. Where delegation is not possible, get in touch for a secure alternative.

Please ensure everyone in your organisation uses strong passwords, which are different for each login. Please ensure your staff are aware of the risks of phishing and using public wifi networks (including hotels).

Where Silicon Dales' ability to deliver a contract is affected by a security breach, the contract will be cancelled and no refund given. We may then offer to re-contract based on a revised timeline and budget, subject to suitable improvements in your security procedures.

Legality

Silicon Dales must be satisfied that client activity is in compliance with all applicable laws, to the best of our knowledge. Where it is felt that an activity or communication may be unlawful, or illegal, or contravene our [ethos](#), the contract will be cancelled and a refund will only be given at the discretion of the management.

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