140 Development Services

Service Definition

1. Introduction

This document explains the detailed terms for and how to get the best from our Development service and should be read in conjunction with our Terms of Business available at https://tob.hubkengroup.com. In the event of any inconsistency between the provisions of this document and our Terms of Business, the terms contained within this document (in respect of such inconsistency) shall prevail.

This is a living document and is subject to updates and changes as and when required by us.

2. Development Service scope

2.1. Data integration

Enables the exchange of data to and/or from your Production service and a third-party service, application or data source.

2.2. Reporting

Creation of additional report(s) for site administrators for data capable of capture in a Production service.

2.3. Plugin development

Other plugin development that we agree to.

3. Definitions

Production service	Not a Clone service or a sandbox site provided with a Production service.
Clone service	As described in our Clone service service definition
Upgrade	Upgrading the Totara or Moodle application to a later full version.
Update	Updating the Totara or Moodle application to a later minor version.

4. What we need from you

We need you to:

- Provide us with the information we need to understand your specific functional requirements and the business context.
- Review our proposal carefully and provide timely feedback on errors and omissions.
- Confirm that our proposal fully reflects your requirements.
- Make personnel available who are familiar with the requirements specification and context to review and test our work and provide timely feedback that is sufficiently detailed for us to resolve any issues.

If you are unable to provide all of the above, the project may not meet all of your needs and/or take longer than expected. Project duration extensions, additions and/or alterations may result increased costs for you.

5. Sign-off

You agree that the work is complete (with the exception of addressing faults during the warranty period) when deployed to the Production service.

6. Clone service

You agree to maintain a Clone service for the duration of the development project and whilst any code written as part of the development service is deployed to a Production service.

You agree to fully test our work on the Clone service prior to deployment on the Production service.

7. Change requests

If you want to make a change or addition to the agreed scope before the project is complete you must advise us in writing as soon as possible and include as much information as you can about your new requirements.

We will review your change request and advise:

- If we require any further information from you. If we do you will provide this is in good time.
- If we are willing implement the changes in which case, we will provide a proposal to you.

If we cannot accommodate your changes or you do not accept our proposal in relation to them the project will continue as per the existing plan. We may make an additional charge to evaluate and propose for the new requirement(s). We will agree the charge with you before proceeding.

8. Third-party services, applications, and data sources.

8.1.1. Test environment and data

You must provide a suitable, representative test environment and representative data for pre-production testing.

We will not be responsible for any issue arising with data if you do not provide the test environment or test data or from any faults with or deficiencies of the test environment.

8.1.2. Alterations

If at any time during development or following deployment, a third-party service, application or data source that is used or referenced in the development project is altered and we need to undertake additional investigation, evaluation or development work you agree that such activity will be chargeable.

We will provide you with an estimate for the work required to address the issue before proceeding.

9. Warranty

We will:

Remedy material faults arising from errors in our work that are reported to us within four weeks from the date of the:

- Initial deployment to the Production service (to include any change requests actioned prior to the initial deployment)
- Deployment of the first update resulting from a chargeable change request.

You must:

- Provide us, in writing, a full description of the fault including the conditions in which it occurs.
- Co-operate and collaborate with us as required to enable us to resolve the issue.

9.1. Exclusions
- Additional work not that was not included in the scope for the initial work or for a change request.
- Remedying issues caused by your error.
- Issues arising from incomplete, incorrect or incompatible data provided by you.
- Review or correction of data provided by you.
- Issues arising from changes to or faults in third-party systems or data sources.

10. Intellectual property

We will own the code that is produced in the development process. However, we will, on payment in full for the development work and if requested to do so in writing, provide you with a copy of the code which you will be free to amend or deploy as you wish. Such code is provided on an "as is" basis and we give no warranty as to its standard or performance.

11. Development assurance

If our invoice includes Development Assurance, this covers investigation, evaluation and resolution of issues notified to us that occurs as a result of a Production service Upgrade or Update.

Development Assurance is an annual subscription, if you do not renew your subscription each fault reported by you will be treated as a new project.

11.1. Exclusions:
- Issues arising from incomplete, incorrect or incompatible data provided by you.
- Review or correction of data provided by you.
- Issues arising from changes or faults in a third-party service, application or data source.
- Any work which is out of the agreed scope.