

From: Smart School Websites contact@smartschoolwebsites.co.uk
Subject: Teignmouth Community School
Date: 18 October 2018 at 10:38
To: contact@smartschoolwebsites.co.uk

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Your Name (required)
Dr Anthony Gray

Organisation Name (The Customer)
Teignmouth Learning Trust

Your Position
Chief Executive Officer

Your Email (required)
scott.deeming@teignmouth.devon.sch.uk

Phone Number

01626772320

Address
Teignmouth Learning Trust
Mill Lane
Teignmouth
Devon
TQ14 9BB

Contract start date: 15/8/18

NB: PLEASE READ ALL TERMS AND CONDITIONS BELOW BEFORE SUBMITTING AND AGREEING THE CONTRACT AT THE BOTTOM OF THE PAGE

Agreement

1 a. Inspirar Business Support Ltd (also known as Smart School Websites) will provide website services to The Customer listed above. This will take effect immediately from submitting the contract and upon receipt of initial deposit.

1 b. As requested payment will be made in the following manner:
All costs are subject to VAT at the current rate.

Initial Deposit: £5,000 due upon commencement of the contract
(Made up of £4,000 one off, up-front fee for design and development and £1,000 one off, up-front fee for connection to primary and secondary SIMS)

48 Monthly License and services Payments: £500

The first monthly invoice will be generated on the 1/11/18 and the first monthly payment is due on 1/12/18

Duration of initial Monthly contract: 48 months.

Services

2 a. Inspirar Business Support Ltd will provide the following Package to The Customer:

• (48 month contract + optional free re-design)

1 Primary Website

1 Secondary and Sixth Form Website

1 Trust landing page with links to all schools and all trust documents

• Free Re-design if the contract continues after 48 month period for a further 48 months

• Unlimited Pages

• Content Managed Software

• On-site Training to manage your own content managed system

• Monthly technical Support

• Analytical support

• Hosting (48 months)

• Online Forms

• Online Calendar

• Parent App

• Secure Governor Portal Area

• Email Newsletter plugin

• SIMS MIS Integration

- Easy to use Video Upload Tool & video Archive

Within the price all training is inclusive both on site and remote.

2 b. The Customer will receive the services listed above. Inspirar will continue to work with "a main contact" on development of the site until The Customer is completely happy with the Design. The website will be a content managed system allowing 3 levels of users to update the website.

2 c. Any other maintenance and/or changes or services that exceed any of the above packages will be discussed between both parties and covered in a separate written quotation. E.g. Virtual tour etc.

2 d. Ongoing Hosting costs. Under the monthly licence and support fee this is included. (Subject to a 3% inflation rate every 2 years). Any other support / services such as continued technical support or as mentioned in 2 d will be provided in a separate written quotation when required.

2 e. We will aim to reply to all support requests via our email support desk within 2 working business days.

Payment

3 a. The Customer agrees to pay Inspirar Business Support Ltd the total contract fee on the agreed option and terms.

3 b. Please note any late payments may result in the full or any part of the service being temporarily withdrawn; and could result in the services being terminated whilst still being contracted.

Permission and Confidentiality

4 a. The Customer will grant Inspirar Business Support Ltd complete access to the website URL listed in the contract, including all write permissions necessary for all work carried out.

4 b. Inspirar Business Support Ltd agrees that any knowledge gained as a result of this relationship shall remain strictly confidential.

4 c. Inspirar Business Support Ltd further agrees that all of The Customer's materials accessed during the website development / maintenance / implementation, including but not limited to logos, written materials, and products, belong solely to The Customer. Inspirar Business Support Ltd can use these for case studies and / or promotional materials on any of their websites.

4 d. Inspirar Business Support Ltd will maintain ownership of the specific designs, including texts, logos, graphics and photos, that are created for the purposes of this service, The Customer will be granted permission to the source code and design should they wish to transfer to another ISP, (subject to terms and conditions below).

4 e. Inspirar Business Support Ltd will maintain the right to any part of the website in its portfolio or advertising campaigns, on any of its' websites.

5.Terms and conditions

THE CUSTOMER AGREES TO THESE TERMS AND CONDITIONS WHEN SUBMITTING THE FORM ABOVE. THESE DO NOT AFFECT YOUR STATUTORY RIGHTS UNDER INTERNET LAW.

Service commitment:

6 a. Inspirar Business Support Ltd will use reasonable endeavours to ensure a prompt and continuing service as described in the contract (the "Service") but will not be liable for any loss of data resulting from delays, non-deliveries, or service interruptions caused by circumstances beyond the direct control of Inspirar Business Support Ltd, or by errors or omissions of The Customer. This includes any 3rd party elements including but not limited to Blogs, Plugins, Extensions etc.

6 b. Inspirar Business Support Ltd cannot guarantee listing placements with any search engine.

6 c. Inspirar Business Support Ltd uses servers based in the United States of America and the UK, and therefore there may be a time delay for server based customer enquiries. Please note, as per any web/hosting company, Inspirar Business Support Ltd cannot guarantee 100% server uptime.

6 d. Inspirar Business Support Ltd specifically excludes any condition of warranty as to the accuracy of third party information received through the Service.

Inspirar Business Support Ltd will not be held liable for indirect, economic or consequential loss whatsoever.

6 e. The liability of Inspirar Business Support Ltd in contract or in connection with the supply of the Service shall be limited in respect to the value of the domain name(s).

6 f. Any estimates made to dates and time of completion of the services, or any element of the services, are only business estimates and in the event that completion is delayed, no liability direct or indirect or otherwise will accrue to Inspirar Business Support Ltd.

6 g. Breach of Terms and Conditions by customers shall lead to termination of Service with no entitlement to refund and the remainder of the contract must be paid in full.

6 h. All fees paid are non-refundable and once registered domain names cannot be changed in their name or extension without the costs due in the registration of a new name with the appropriate registry costs.

Service agreement / Contract of Service:

7 a. If required, all domain names, hosting and e-mail set ups are outlined in the contract when you purchase a website package from Inspirar Business Support Ltd.

7 b. The contract will commence on acceptance of the Agreement by The Customer and shall continue for the minimum period of 48 months.

7 c. Unless The Customer gives notice that it wishes to terminate the agreement, not before the first 6 months and prior to the last 3 months of the agreement, the Agreement will continue for an additional 48-month period and annually thereafter (the "Extended Period"). The Customer is entitled the same services once the initial contract 48 month period is extended. The same cancellation terms apply; not before the first 6 months and prior to the last 3 months of the contract. Notice being given in writing via email to the email address contact@inspirar.co.uk to terminate the contract.

7 d. The contract period shall be for the whole term of fees paid by The Customer until the expiry of the contract.

7 e. Any domain transfers should be made in writing via email only to the email address contact@inspirar.co.uk and no refunds will be due for domain registrations.

7 f. Domain transfer requests – provided all details are correct and procedures followed by The Customer – will be carried out by Inspirar Business Support Ltd assuming all outstanding invoices/balances have been settled by The Customer with Inspirar Business Support Ltd.

7 g. In the event of a customer wishing to transfer their domain name to another Internet Service Provider (ISP), a small transfer charge equal to the current annual hosting charge will become payable.

7 h. Inspirar Business Support Ltd may elect to suspend or terminate the Service immediately on any default of payment by The Customer.

From time to time parts of the Inspirar Business Support Ltd network may be taken off-line for repair or routine maintenance. Inspirar Business Support Ltd will endeavour to give as much notice as possible but will not be held liable for any unscheduled downfall in the Network due to extraneous conditions including but not limited to Act of God, inclement weather, act of telephone, act of internet, or Governmental organisations or power failure.

7 i. Any form of payment (deposit fee, completion fee or monthly payments) will constitute an acceptance of the contract and terms of conditions hereby laid out and therefore form the basis of the contract between The Customer and Inspirar Business Support Ltd should this document not be signed and returned.

Payment terms:

8 a. If part payment of a website support package has been agreed, this is on the condition payments will be paid as per agreement.

8 b. The design and implementation package costs are of Inspirar Business Support Ltd, if the information has not been returned within 30 days, the remainder of the money owed will be required and any agreed contract payments required by the agreed completion date.

Improper use and Liabilities:

9 a. The Customer shall acknowledge that he/she will only use the Service for lawful purposes. The Customer shall not use the Service to receive or transmit material which is in violation of any law or regulation, which is obscene, threatening, menacing, offensive, defamatory, in breach of confidence, in breach of any intellectual property (including any trade mark or Copyright). This extends to violations due to any spamming and or bulk email activity for which Inspirar Business Support Ltd will remain indemnified.

9 b. The Customer shall take reasonable precaution to prevent the reception and transmission of viruses to the Inspirar Business Support Ltd Network and beyond and shall not attempt any intentional and malicious damage to the Inspirar Business Support Ltd Network or use the Service to affect other computers.

9 c. It is The Customer's responsibility to keep all user names and passwords secure and not let third parties knowledge or access to them or to store them on any computer in plain text or in a format that is easily accessible.

The Customer will notify Inspirar Business Support Ltd immediately by telephone or e-mail in any event of a username or password becoming known to a third party.

9 d. The Customer hereby indemnifies Inspirar Business Support Ltd or its trading concerns against any action taken by a third party resulting from The Customer's use of the Service.

9 e. The Customer shall notify Inspirar Business Support Ltd of any action taken against them by a third party and will not hold Inspirar Business Support Ltd liable for any resulting costs.

9 f. The Customer shall be responsible and liable for any costs to telephone companies by use of the Service from their point of connection.

9 g. The Customer acknowledges that Inspirar Business Support Ltd cannot exercise control over the content of information passed across the Internet and via the Service. In particular with customers access to a "CMS" (content Management System).

9 h. The Customer agrees to conform to the acceptable policies of connecting to other Networks or computers across the Internet.

Sub-lease/Re-selling:

10 a. The Customer agrees not to re-assign, re-sell, sub-lease or transfer their account in any way, shape or form without the proper procedures being followed as required by the appropriate domain name registry.

10 b. Contravention shall lead to immediate termination of the Service to The Customer by Inspirar Business Support Ltd.

Domain Name Agreement:

11 a. Inspirar Business Support Ltd will register a domain to an individual and/or company on a per domain basis and the individual or company is granted exclusive use of this domain so long as all fees are paid and the balance of any accounts are kept up to date.

11 b. By registering a name you agree to keep Inspirar Business Support Ltd and its associated companies and its Directors fully and effectively indemnified at all times against action brought about by any person, persons or company against you in using the name. You will assume liability and costs for any such action and release Inspirar Business Support Ltd and its associated companies should any such situation arise.

11 c. Any registered domain can be used for any legal, decent and honest use on the Internet and must not breach any Internet laws. The name cannot be used for any immoral or pornographic use.

11 d. Inspirar Business Support Ltd shall not be liable for indirect, incidental or consequential damages, including loss of income, data, or

11 d. Inspirar Business Support Ltd shall not be liable for indirect, incidental or consequential damages, including loss of income, data, or information in any event by use of the Service.

11 e. Inspirar Business Support Ltd reserves the right not to register or assign any domain name for whatever reason.

11 f. Inspirar Business Support Ltd reserves the right to delete or suspend any domain name if payments have been defaulted upon and may at its discretion levy admin charges in re-establishing any domain or service thereof.

11 g. Inspirar Business Support Ltd reserves the right to vary the rate charged for domain name registrations and renewals and/or modify the services offered providing at least 28 days notice via its website of any cost or service changes.

Legal:

12 a. Inspirar Business Support Ltd reserves the right to do normal system housekeeping such as creating back-ups AND do not accept responsibility for ensuring back up works though – your data security is your responsibility, and back ups of content should be kept. If Inspirar Business Support Ltd suspect Illegal Activity, we may notify the authorities and reserve the right to do anything on the system which our solicitors advise us to do in the protection of the system.

12 b. This Agreement is governed by the laws of the United Kingdom, and you consent to the exclusive jurisdiction and venue of County Courts or High Court in all disputes arising out of or relating to your use of the Inspirar Business Support Ltd service.

12 c. You acknowledge that no joint venture, partnership, employment, or agency relationship exists between you and Inspirar Business Support Ltd as a result of your use of Inspirar Business Support Ltd. You agree not to hold yourself out as a representative, agent or employee of Inspirar Business Support Ltd. You agree that Inspirar Business Support Ltd will not be liable by reason of any representation, act or omission to act by you.

12 d. Each respective Registry (ie Nominet, InterNic etc...) will notify the legal registrant of the disputed domain(s) of their position and liaise with all parties in dispute as determined by their respective terms and conditions of service provision. Inspirar Business Support Ltd cannot enter into any direct involvement with the resolution of any dispute other than inform and relay to its client any information supplied by the appropriate Registry as we have no ultimate control over of any domain assigned by any Registry.

12 e. Inspirar Business Support Ltd under intellectual property and internet law reserve the right to cancel and/or remove services if a customer is found to be causing/writing anything that is factually untrue and is potentially damaging towards Inspirar Business Support Ltd, this includes libel, slander and defamation of character.

Intellectual rights:

13 a. All information, both text and pictures supplied by The Customer is copyrighted to The Customer. All information, both text and pictures supplied by Inspirar Business Support Ltd is copyright to Inspirar Business Support Ltd. All website designs are also copyright of Inspirar Business Support Ltd. We reserve the right to place our title / banner / logo on all websites that we produce.

13 b. In the event that The Customer cancels their subscription to Inspirar Business Support Ltd, or requests a transfer away from Inspirar Business Support Ltd, all information owned by The Customer can be retained by The Customer. However the website itself will be taken down from the world wide web. Any attempt to claim the Work of Inspirar Business Support Ltd as their own by a current or former customer is in breach of our intellectual property rights and may result in legal action.

Contact:

Inspirar Business Support Ltd
Suite 3, Somerset House,
Low Moor Lane
Lingerfield
Knaresborough
HG5 9JB

Tel: 01325 633270

Email support@smartschoolwebsites.co.uk

web: smartschoolwebsites.co.uk

Please note, we also trade under the business name of Smart School Websites and therefore reserve the right to use any created material on our websites for promotional purposes.

Acceptance of Contract

I hereby accept the terms and conditions expressed in this contract

