

From: WordPress contact@smartschoolwebsites.co.uk
Subject: St Bede's and St Joseph's Planner App
Date: 18 August 2020 at 13:15
To: contact@smartschoolwebsites.co.uk



From: James Utting

Your School Name
James Utting

Organisation (The Customer)
James Utting

Position
James Utting

Your Email
jutting@sbsj.co.uk

Phone Number
01274 941941

Address
St. Bedes & St. Josephs Catholic College
Highgate

Date
18/08/2020

Do you accept the terms and consent to submit this data?
I hereby accept the terms and conditions expressed in this contract and consent to submit this data

18/08/2020

NB: PLEASE READ ALL TERMS AND CONDITIONS BELOW BEFORE SUBMITTING AND AGREEING THE CONTRACT

From here on in please note the following definitions:

'The Provider' relates to 'Smart School Websites' who also trade under the name of 'Inspirar Business Support Ltd'

'The Customer' relates to an individual, company or group named and detailed above.

Agreement

1 a. The Provider will provide web application services to The Customer. This will take effect from date signed upon agreement of contract..

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

Payment due by 1st day of the following month from the date of the signed contract, and the 1st of the month thereafter.

£50 + vat per month

1 off payment of £650 for SIMS set up, due on submission of contract

Duration of initial Monthly contract: 24 months.

Services

2 a. The Provider will provide the following Package to The Customer:

Student Planner App
Hosting (24 months)
Access to Online Training Guides
(Training can be arranged as per telephone conversations)

2 b. The Customer will receive the design and implementation of a professional Web App for 6th Form Students

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.

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

2 e. All Emails will aim to be replied to within 2 business working days via our support desk email:
support@smartschoolwebsites.co.uk

Payment

3 a. The Customer agrees to pay The Provider 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 The Provider complete access to the website application URL listed in the contract, including all write permissions necessary for all work carried out.

4 b. The Provider agrees that any knowledge gained as a result of this relationship shall remain strictly confidential.

4 c. The Provider 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. The Provider can use these for case studies and / or promotional materials on any of their websites.

4 d. The Provider will maintain ownership of the specific designs, including texts, logos, graphics and photos, that are created for the purposes of this service.

4 e. The Provider will maintain the right to use the customer 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. The Provider 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 The Provider, 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. The Provider cannot guarantee listing placements with any search engine.

6 c. The Provider uses servers based in Europe 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. The Provider specifically excludes any condition of warranty as to the accuracy of third party information received through the Service.

The Provider will not be held liable for indirect, economic or consequential loss whatsoever.

6 e. The liability of The Provider 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 The Provider.

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 The Provider.

7 b. The contract will commence on acceptance of the Agreement by The Customer and shall continue for the minimum period of 24 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 24-month period and annually thereafter (the "Extended Period"). The Customer is entitled the same services once the initial contract 12 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. Where applicable, any domain transfers should be made in writing via email only to the email address support@smartschoolwebsites.co.uk and no refunds will be due for domain registrations.

7 f. Where applicable, domain transfer requests – provided all details are correct and procedures followed by The Customer – will be carried out by The Provider assuming all outstanding invoices/balances have been settled by The Customer with The Provider.

7 g. Where applicable, and 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. The Provider may elect to suspend or terminate the Service immediately on any default of payment by The Customer. From time to time parts of the The Provider network may be taken off-line for repair or routine maintenance. The Provider 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 The Provider 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 The Provider, 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 The Provider will remain indemnified.

9 b. The Customer shall take reasonable precaution to prevent the reception and transmission of viruses to the The Provider Network and beyond and shall not attempt any intentional and malicious damage to the The Provider 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 The Provider 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 The Provider 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 The Provider of any action taken against them by a third party and will not hold The Provider 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 The Provider 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 The Provider.

11 a. The Provider 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.

Legal:

12 a. The Provider reserves the right to do normal system housekeeping such as creating back-ups.
If The Provider 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 The Provider service.

12 c. You acknowledge that no joint venture, partnership, employment, or agency relationship exists between you and The Provider as a result of your use of The Provider. You agree not to hold yourself out as a representative, agent or employee of The Provider. You agree that The Provider 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. The Provider 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. The Provider 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 The Provider, 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 The Provider is copyright to The Provider. All website designs are also copyright of The Provider. 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 The Provider, or requests a transfer away from The Provider, 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 The Provider as their own by a current or former customer is in breach of our intellectual property rights and may result in legal action.

General Data Protection Act

14 a. The Provider is governed by our Privacy Policy accessible on this page

14 b. The Provider processes data on behalf of The Customer in compliance with a Data Sharing Agreement provider by the Provider.

Contact:

Smart School Websites

Insirar Business Support Limited

~~Support Business Support Limited~~
Somerset House,
Low Moor Lane
Lingerfield
Knaresborough
HG5 9JB,

Tel: 01325 633270

Email support@smartschoolwebsites.co.uk

web: smartschoolwebsites.co.uk

Please note, we 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.

