

A young boy in a blue school uniform with a white collar is looking intently at a tablet computer on a desk. The uniform has "ST. CHRYSOSTOM" and a logo on the chest. The background is blurred, showing other students in a classroom setting.

# ICT TERMS AND CONDITIONS

## Definitions

In this agreement the following expressions shall unless the context otherwise requires have the following meanings:

**3rd parties:** An individual or organisation who may be indirectly involved but is not a principal party to this agreement.

**Agreement:** means these General Terms and Conditions, the order and any applicable Service Specific Terms and Conditions

**Business Day:** means a day (other than a Saturday or Sunday) on which the banks are ordinarily open for business in the City of London

**Business Hours:** means the hours of 8am to 5pm UK time during a Business Day. For supplied staff such as ICT specialist teachers, ICT support engineers or ICT management advisors a day is seven hours, with a half day being three and a half hours all charged at our published rates. Out of agreement time is chargeable and out of hours work could be subject to additional charges (reasonable expenses such as travel, accommodation or subsistence may also be chargeable). The working hours can be adapted by agreement to reflect the specific needs of the pupil(s) and the customer.

**Charges:** means the charges payable by the Customer under the Agreement as set out in the order (or as amended from time to time in accordance with the provisions of the Agreement), and all other fees, charges and expenses due from the Customer to the Company from time to time pursuant to the Agreement (together with any applicable VAT or other taxes or duties thereon)

**Confidential Information:** means all information designated as confidential by either party, together with all such other information which relates to the business affairs, finance, products or services, customers or suppliers of that party; data, software programs, specifications, documentation, software listings, source code, object code, developments, trade secrets and know how; and all information which may reasonably be regarded as the confidential information of the disclosing party

**Company:** means One Education Limited of Universal Square, No.1 Devonshire Street North, Manchester M12 6JH

**Consultancy Services:** means the advisory and consultancy services to be provided by the Company to the Customer under the Agreement, as described in more detail in the order

**Curriculum Support Visit:** The time allocated to be spent onsite by the Curriculum Support Engineer as agreed by the SLA

**Curriculum Support Engineer:** The engineer provided by One Education to the contract holder during agreed SLA Curriculum Support Visits

**Customer:** means the person, school, academy or organisation named on the order

**Customer Data:** means the data processed by the Customer using the Services

**End User:** means a person who receives or makes use of the Services provided to the Customer

**Equipment:** means the equipment and hardware (together with any Software incorporated therein) provided by the Company, its agents or contractors to the Customer at the Site to enable the Customer to receive the Services (which, for the avoidance of doubt, remains the property of the Company)

**Force Majeure:** means any event outside the reasonable control of either party affecting its ability to perform any of its obligations (other than payment) under the Agreement including Act of God, fire, flood, lightning, volcano, earthquake or other natural disaster; war, revolution, act of terrorism, riot or civil commotion; strikes, lock-outs or other industrial action, whether of the affected party's own employees or others; failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services; failure of telephone networks; non-performance of suppliers or sub-contractors; compliance with any law or governmental order, rule, regulation or direction or any similar event

**General Terms and Conditions:** means these general terms and conditions

**Initial Contract Term:** means the initial contract term specified in the order, subject to earlier termination by the Company. Some services may be subject to an annual charge payable on the renewal date

**Installation:** means the installation of the Equipment at the Site by the Company, its agents or subcontractors

**Intellectual Property:** means patents, know-how, rights in inventions, processes and formulae, confidential information, copyright, rights in software, database rights, domain names, registered trademarks, unregistered trademarks and logos, service marks, goodwill, design right, unregistered designs and all and any other intellectual property rights subsisting anywhere in the world (whether registered or unregistered) and all applications for the same

**Order:** means an order in the Company's standard form which may be in writing or via email (please be aware that we will only proceed with an order where we received an official purchase order number

**Service Level:** means the service standard specifically identified as a 'Service Level' in a Service Level Agreement

**School's Curriculum Network:** The collection of devices and operating system software responsible for providing the network used for the delivery of classroom teaching and preparation of resources used for classroom teaching within a school (excluding any devices covered by 3rd party service contracts or devices used by 3rd parties to directly provide Internet services (such as but not limited to routers, filters and proxies)). Where no separate Administrative network exists, the School's Curriculum Network will also include any network communication, server or computer devices used to support the delivery the Admin functions of the school (excluding support for 3rd party MIS systems, such as but not limited to, Capita SIMS, FMS or Sage). Non ICT systems, such as but not limited to, VoIP, door access, digital signage and CCTV systems are not supported as part of the School's Curriculum Network unless otherwise approved to be as such in writing by One Education.

**Schools Admin Network:** Where existing the School Admin Network is the collection of devices and operating system software responsible for providing the network used for the delivery of administrative services to the school (excluding any devices covered by 3rd party service contracts, devices used by 3rd parties to directly provide Internet services (such as but not limited to routers, filters and proxies) and 3rd party MIS systems, such as but not limited to, Capita SIMS, FMS or Sage). Non ICT systems, such as but not limited to, VoIP, door access, digital signage and CCTV systems are not supported as part of the Schools Admin Network unless otherwise approved to be as such in writing by One Education.

**Schools IT Infrastructure:** The collective name for all equipment and services within the school responsible for providing the School's Curriculum Network and/or the Schools Admin Network

**Schools MIS System(s):** Any system used by the school to hold MIS information such as but not limited to, student personal information, finance information or staff personal information. All MIS systems are independent of the School's Curriculum Network or the School's Admin Network and are only included in support where specifically stated by the support contract

One Education Equipment means any equipment, including any Software, owned or controlled by One Education and placed on the Site to provide the Service.

Conditions mean these Conditions for One Education Business Services.

Confidential Information means any information (including know-how, trade secrets, software or data) of a confidential nature which is obtained under the Contract whether such information is in written, oral or any other form and whether or not marked as confidential.

Content means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material.

Contract means this agreement between One Education and the Customer comprising the following documents and, unless otherwise stated in the Service Schedule, in the following order of precedence:

the order/registration form;

the Service Schedule;

the Charges Schedule (if any);

the Conditions;

the Customer Requirements Form (if any); and any other documents expressly incorporated by any of these documents or by agreement between the Customer and One Education.

Customer means the party with whom One Education contracts to provide the Service.

Customer Equipment means any equipment, including any software, for use with the Service that is not part of One Education's network and which is owned or controlled by the Customer.

Customer Requirements Form means the One Education form that sets out the requirements for the Service agreed between the Customer and One Education.

Group Company means a subsidiary or holding company including a holding company, or a subsidiary of any such holding company, all as defined by Part 38 of the Companies Act 2006.

Intellectual Property Right(s) means any patent, petty patent, copyright, database right, design right, community design right, semiconductor topography right, registered design, rights in confidential information and know-how, or any similar right in any part of the world and will include any applications for the registration of any such rights capable of registration in any part of the world.

Minimum Period means the intended minimum period over which the Service will be provided as stated in the Service Schedule, or the order/registration form, and measured from the Service Start Date.

Service means the service or part of the service specified in the Service Schedule.

Service Level means the standard of Service set out in the Service Schedule.

Service Schedule means the schedule to these Conditions that describes the Service to be provided by One Education.

Service Start Date means the date on which the Service is first made available to the Customer unless otherwise stated in the Service Schedule. This may sometimes also be referred to as the Operational Service Date.

Site means the place(s) at which One Education provides Service.

Software means any software and associated written and electronic documentation and data provided by One Education under the Contract.

User means anyone who is permitted by the Customer to use or access the Service.

User Security Details means any IDs, user names, personal identification numbers and passwords.

Working Day means any day between Monday and Friday, excluding bank and public holidays

## ICT Support

### 1. Responsibilities of the customer

#### a. Appointed contact(s)

The customer is required to provide a named contact with E-Mail address and phone contact for each of the following roles (they can be the same person or multiple people):

- i. Onsite contact for ICT issues/requests (This should be the member of staff the curriculum support engineer or other One Education specialist will report to within the school and can facilitate access for the Engineer while onsite or connecting remotely.)
- ii. Contact for contract issues/requests (Including billing)
- iii. Out of hours contact (For ICT issues arising out of standard school hours and during holiday periods)

The contacts should have the appropriate decision making authority to be able to authorise One Education staff to carry out tasks involving the schools curriculum network

#### b. Health and safety

The customer is responsible for ensuring that all One Education specialists are made aware of all site safety requirements and general administrative responsibilities

#### c. Strategic change

The customer must notify One Education before strategic changes are made to the school's curriculum network.

Advanced knowledge of planned changes will ensure that the curriculum support engineer will have current information to enable them to identify possible implications for your curriculum support contract and enable them and the rest of the One Education ICT team to work with you to ensure the curriculum support contract continues to support the schools needs after the change is implemented.

One Education considers strategic changes to be changes that significantly alter the school's curriculum network including:

- i. Adding a new server to the network
- ii. Changing the configuration or role of a server connected to the network.

- iii. Changes to the topology and/or infrastructure of the network
- iv. Change of internet provision (including change of internet service provider)
- v. Changes implemented by third parties to the schools network (including changes implemented to third party networks sharing the same infrastructure as the school's curriculum network)

d. Equipment

Save as expressly otherwise agreed in writing, the customer shall be responsible for the care and maintenance of all equipment required for the operation of any product. Any damage to, or loss of, any such equipment shall be the exclusive responsibility of the customer save where such damage is expressly stated within these conditions to be One Education's responsibility or where damage can be demonstrated to have been caused by One Education

The customer is responsible for making sure that all equipment to be worked on or with by the curriculum support engineer meets with all health and safety standards and is therefore safe to use.

e. Access

The customer must provide access to personnel, rooms, systems and equipment where required by the curriculum support engineer during the agreed curriculum support visit or other agreed support visit/remote access to allow logged issues to be resolved. Failure to provide such access may result in the curriculum support engineer or other One Education specialist taking longer to resolve issues or having to refer the issue to the onsite contact for ICT issues/requests

f. Physical access to supported equipment

The customer must provide, conforming to the school's and One Education's health and safety policies, suitable equipment to access equipment covered by this support contract.

One Education reserves the right to review any request it believes may affect the health and safety of One Education staff. Where physical access to the device would constitute a health and safety risk the device is excluded from the curriculum support contract. One Education will assist the school in identifying a suitable method for accessing the device, once agreed the device will be brought in to service under the contract as long as it is not excluded under any other exclusion.

g. Access to third party systems and liaising with third party support providers

Where required to resolve issues/requests the customer will provide access to third party systems where appropriate or will work with One Education to facilitate access to the schools third party support providers, and support One Education with third party support providers to implement required changes where appropriate.

Failure to provide such access may result in the curriculum support engineer taking longer to resolve issues or having to refer the issue to the onsite ICT contact for ICT issues/requests.

One Education cannot be held responsible for delays or the inability to deliver on issues/requests caused by a lack of access or support by the schools third party providers and the school

h. Software license compliance

It will remain the responsibility of the customer to ensure the school has the appropriate software licenses for all equipment it owns or that is used by members of staff and students. One Education cannot be held responsible for the schools lack of suitable software licenses. One Education reserves the right to refuse to install software where appropriate software licenses cannot be presented by the school. One Education will work with the school upon request to advise the school on ways to maintain appropriate software licenses.

i. System security

The customer will prevent unauthorised access to the schools computer systems and will not supply access to third parties to the schools maintained systems without prior agreement from One Education.

The customer shall assume the entire responsibility for the security of all usernames and passwords used by employees, pupils, contractors and authorised third parties to access any services related to the schools IT infrastructure

The customer is solely responsible for ensuring that all employees, pupils, contractors or authorised third parties given access to any element of the schools IT infrastructure

- i. Use strong passwords to reduce the risk of unauthorised access to data by third parties. Passwords should be a minimum of 8 characters long and should contain a mix of letters, numbers and symbols and not use plain English words or phrases

- ii. Use usernames and passwords that are unique to that user and that users are fully briefed on the importance of keeping passwords secret and never sharing this information
- iii. Ensure that network administrator accounts are used only when required and by authorised personnel
- iv. Have processes to password protect and lock a PC screen, to prevent unauthorised access to the PC whilst the user is temporarily away from it
- v. Use passwords that are changed regularly
- vi. Have been made aware and agreed to the School password policy, including ensuring that all employees, pupils and contractors and authorised third parties are familiar and comply with the requirements therein

j. Data security and storage

Unless otherwise stated by the support agreement the customer is responsible for the security of their own data stored on either school or third party controlled data storage areas. This includes responsibility for maintaining a suitable backup of the schools data and testing it for recovery

k. Spares, repairs and labour charges

The customer will be responsible for the costs of all spares, repairs and labour charges relating to issues/requests

Where the customer wishes for a spare, repair or labour to be ordered, the customer must provide a valid PO number prior to the order being placed

l. Invoicing

The customer must take appropriate action to ensure that all One Education invoices are paid in full by their due date or to contact One Education prior to the invoice due date to arrange a suitable payment date. One Education reserves the right to withhold services while a curriculum support customer has outstanding invoices (but only after having given written notification of its intention to do so)

m. Anti-Virus, malware and patch deployment

The customer will ensure that it has access to a suitable anti-virus product available to protect servers and workstations on their network, and will ensure they have a suitable maintenance agreement to all them to keep it up to date.

The customer will also agree a suitable window to allow for the deployment of security updates and fixes and will accept responsibility for ensuring the curriculum support engineer has sufficient time available to deploy upgrades, patches and fixes to ensure effective security of the customers school curriculum network

n. Security risks and breaches

The customer will report any potential or reported breaches in security to One Education as they are discovered.

o. Notification of events or issues that may impact the schools network or curriculum support contract

The customer must notify One Education of any planned events which may affect the schools network, such as but not limited to power outages, staff absences and school closures.

p. Data suitability

The customer will ensure that all data and other information stored by the school or provided to One Education is not obscene, defamatory or likely to result in any claim being made against One Education by any third party

q. Task assignment, and visit sign off

The customer will maintain a list of current issues/requests either through logging them as calls with the One Education helpdesk, or by maintaining an onsite logging system accessible by the curriculum support engineer and by One Education (upon request).

The customers' nominated onsite Contact for ICT issues/requests will identify priorities to the curriculum support engineer either in advance of or at the start of a curriculum support visit.

The customers' nominated onsite Contact for ICT issues/requests will sign off the curriculum support engineers report at the end of each support visit.

The customers nominated onsite Contact for ICT issues/requests will approve issues/requests from members of the school, on behalf of the school where required. Where the customers nominated onsite contact for ICT issues/requests chooses to decline a request from a member of the school, the curriculum support engineer or One Education specialist will refer the member of the school to the customers nominated onsite contact for ICT issues/requests.

r. Insurance

The customer shall effect and maintain in force with a reputable insurer a policy or policies of insurance covering all risks, which are contemplated by this agreement including but not limited to insurance of the equipment.

s. Issue notification

Outside of curriculum support visit times the customer will log any issues requiring immediate attention with the One Education help desk and not directly with a curriculum support engineer.

Where a customer has a remote only support contract the customer will log all issues with the One Education help desk

t. System development and maintenance

The customer will make reasonable endeavours to ensure their network is kept up to date and error free. Where One Education has notified the customer in writing (including email) of maintenance or upgrades required by the schools system, One Education cannot be held responsible for delays and issues caused by the customers system being unable to provide the normal operations required of it due to the customer not upgrading or maintaining its equipment.

2. One Education will

a. Issues and events affecting the delivery of a curriculum support visit

One Education will notify you as soon as it is made aware of issues which may affect the delivery of your curriculum support visit such as but not limited to unforeseen staff absence or emergency situations. One Education will make reasonable endeavours to resolve any issue or event arising from the issues affecting the delivery of your curriculum support visit

b. System development and maintenance

Where they are identified, One Education will endeavour to notify the customer in writing of potential issues with their school's curriculum or schools admin networks along with recommendations

c. Access to other One Education IT services

One Education will provide the customer with the means to access One Education IT services either by telephone or email inside of One Education working hours. One Education will provide a regular termly visit by a service representative to ensure that

we are meeting the customers' expectations and agree an action plan on any outstanding issues. The service representative will also discuss any new or future requirements and if requested provide you with quotations.

One Education will provide access to additional One Education resource such as infrastructure specialists and solution specialist where One Education deems it appropriate

d. Out of SLA work

The SLA is exclusive of One Education's expenses incurred in connection with the provision of the services; One Education will make reasonable endeavours to assist the customer with all ICT related issues in the customer's institution. Where this work is not covered by the standard SLA agreement, One Education reserves the right to make additional charges relating to the work which will require the customer to provide a PO number prior to the work taking place

e. Curriculum support engineer changes

One Education will notify the school in advance, in writing of any planned changes to the curriculum support engineer who will be attending site for any affected curriculum support visits. This does not include emergency sickness cover where the school will be notified by phone.

f. Data suitability

Where during the course of their duties a member of One Education staff encounters inappropriate material such as child pornography, life threatening material or material of a terrorist nature on systems belonging to the customer, the member of One Education staff will notify One Education of their discovery and will then proceed as directed by One Education and its internal policies. The member of One Education staff will not be responsible for informing the school of their discovery; One Education will proceed as per its internal policies in relation to informing the school.

3. The curriculum support service

a. Includes (Covered by the SLA agreement)

- i. Access by any user of the school's curriculum network to the One Education helpdesk to obtain assistance with IT issues either remotely or by onsite visit as deemed necessary by One Education
- ii. Support for all devices and users of the school's curriculum network

- iii. Where the appropriate option has been selected, a curriculum support engineer onsite for the times agreed
  - iv. 4 hour response for critical IT issues affecting the ability of the school to operate, as deemed necessary by One Education
  - v. Ability to trade up to 2 term time days for 3 non term time days in any SLA period, as agreed with One Education
- b. Does not Include (not covered by this SLA agreement)
- i. Support for all devices and users of the schools admin network
  - ii. Access to One Education outside of normal One Education working hours
  - iii. Onsite support for the school during holiday periods, unless a day trading agreement is agreed with One Education
  - iv. The provision of any equipment or software to the school, all equipment provided by One Education to the school as part of this service remains the property of One Education unless otherwise communicated by One Education in writing and must be returned at the end of the contract period, this does not include items purchased by the school
  - v. Any work relating to the installation or de-installation of AV equipment such as but not limited to projectors and whiteboards
  - vi. Any work deemed to require specialist skills or equipment by One Education, such as but not limited to high level installations, cable installation or cabinet installation
  - vii. Support for schools MIS systems beyond providing the ability to launch the application via a shortcut once successfully installed. All MIS installations are outside of this SLA
  - viii. Data backup services of any kind, data security and backup remains the responsibility of the customer
  - ix. Any guarantee of school network up time
  - x. Any printer consumables or other items classed as consumables by a products manufacturer

c. Service statements

- i. If work of any kind carried out by One Education or one of its subcontractors in response to a complaint of a fault in service reveals no such fault, One Education shall be entitled to require the customer to reimburse One Education for any costs by One Education in investigating and carrying out the work
- ii. One Education will not be liable for any loss or damage incurred by any third party where written permission was provided for the work affecting the third party to be implemented by the customer
- iii. One Education will not be liable for any loss or damage incurred by the school or any third party for any work performed on the schools ICT systems without the knowledge and written permission of One Education
- iv. The customer is responsible for ensuring that all of its equipment is housed in an appropriate manner, is easily accessible and has sufficient services such as power required for its normal operation. One Education will not be liable for any loss or damage incurred by the school or any third party due to where equipment is housed inappropriately or has been provided inappropriate services
- v. One Education will make reasonable endeavours to ensure all One Education personnel and subcontractors have suitable CRB/DBS clearance, however it remains the responsibility of the customer to implement their normal procedures in dealing with third party access to the customers sites
- vi. The customer accepts that where the appropriate option is taken, One Education is providing them with a curriculum support engineer and that while One Education will make reasonable endeavours to ensure continuity One Education cannot guarantee the same engineer will be used to cover all curriculum support visits.
- vii. One Education will not be liable for any inherent defects in third party products that affect or delay the ability of One Education to resolve an issue/request.
- viii. The customer agrees that One Education cannot guarantee to be able to affect a repair or resolve all issues. Where issues with equipment or software cannot be resolved and require replacement, One Education is not liable for any costs involved in the replacement including those surrounding bringing replacement equipment in to service

## MIS Support Service

### 1. Responsibilities of the customer

#### a. Appointed contact(s)

The customer is required to provide a named contact with an E-Mail address and phone number for each of the following roles (they can be the same person or multiple people):

- i. Onsite contact for MIS issues/requests (This should be the member of staff to discuss MIS issues within the school when there is no other contact. They must be able to facilitate access to the MIS software and the schools admin network which they rely when required)
- ii. Contact for contract issues/requests (Including billing)
- iii. Out of hours contact (For ICT issues arising out of standard school hours and during holiday periods)

The contacts should have the appropriate decision making authority to be able to authorise One Education staff to carry out tasks involving the schools MIS software or schools admin network

#### b. Health and safety

The customer is responsible for ensuring that all One Education staff are made aware of all site safety requirements and general administrative responsibilities

#### c. Strategic change

The customer must notify One Education before strategic changes are made to the school's MIS software and schools admin network.

Advanced knowledge of planned changes will ensure that the One Education will have current information to enable them to identify possible implications for your MIS software or schools admin network and enable the One Education ICT team to work with you to ensure the MIS software or schools admin network continues to support the schools needs after the change is implemented.

One Education considers strategic changes to be changes that significantly alter the school's MIS software or schools admin network including:

- i. Changing the configuration or role of a server upon which the MIS software is installed

- ii. Introduction of a new server to the schools admin network
- iii. Changes to the topology and/or infrastructure of the Schools ICT Infrastructure
- iv. Change of internet provision (including change of Internet Service Provider)
- v. Changes implemented by third parties to the schools network (including changes implemented to third party networks sharing the same infrastructure as the school's MIS software or schools admin network)

d. Equipment

Save as expressly otherwise agreed in writing, the customer shall be responsible for the care and maintenance of all equipment required for the operation of any product. Any damage to, or loss of, any such equipment shall be the exclusive responsibility of the customer save where such damage is expressly stated within these conditions to be One Education's responsibility or where damage can be demonstrated to have been caused by One Education.

The customer is responsible for making sure that all equipment to be worked on or with by One Education meets with all health and safety standards and is therefore safe to use

e. Access

The customer must provide access to personnel, rooms, systems and equipment where required by the One Education during any maintenance required by the schools MIS software or other agreed support visit/remote access to allow logged issues to be resolved. Failure to provide such access may result in One Education taking longer to resolve issues or having to refer the issue to the onsite contact for MIS issues/requests

f. Physical Access to supported equipment

The customer must provide, conforming to the school's and One Education's health and safety policies, suitable equipment to access equipment covered by this support contract.

One Education reserves the right to review any request it believes may affect the health and safety of One Education staff. Where physical access to the device would constitute a health and safety risk the device is excluded from this support contract. One Education will assist the school in identifying a suitable method for accessing the device. Once agreed, the device will be brought in to service under the contract as long as it is not excluded under any other exclusion.

g. Access to third party systems and liaising with third party support providers

Where required to resolve issues/requests the customer will provide access to third party systems where appropriate or will work with One Education to facilitate access to the schools third party support providers, and support One Education with third party support providers to implement required changes where appropriate.

Failure to provide such access may result in the taking longer to resolve issues or having to refer the issue to the onsite contact for MIS issues/requests.

One Education cannot be held responsible for delays or the inability to deliver on issues/requests caused by a lack of access or support by the schools third party providers and the school

h. Software License Compliance

It will remain the responsibility of the customer to ensure the school has the appropriate software licenses for all equipment it owns or that is used by members of staff and students. One Education cannot be held responsible for the schools lack of suitable software licenses. One Education reserves the right to refuse to install software where appropriate software licenses cannot be presented by the school. One Education will work with the school upon request to advise the school on ways to maintain appropriate software licenses.

i. System security

The customer will prevent unauthorised access to the schools computer systems and will not supply access to third parties to the schools maintained systems without prior agreement from One Education.

The customer shall assume the entire responsibility for the security of all usernames and passwords used by employees, pupils, contractors and authorised third parties to access any services related to the schools ICT infrastructure

The customer is solely responsible for ensuring that all employees, pupils, contractors or authorised third parties given access to any element of the Schools IT Infrastructure

- i. Use strong passwords to reduce the risk of unauthorised access to data by third parties. Passwords should be a minimum of 8 characters long and should contain a mix of letters, numbers and symbols and not use plain English words or phrases

- ii. Use usernames and passwords that are unique to that user, that users are fully briefed on the importance of keeping passwords secret and never sharing this information
- iii. Ensure that network administrator accounts are used only when required and by authorised personnel
- iv. Have processes to password protect and lock a PC screen, to prevent unauthorised access to the PC whilst the user is temporarily away from it
- v. Use passwords that are changed regularly
- vi. Have been made aware and agreed to the School password policy, including ensuring that all employees, pupils and contractors and authorised third parties are familiar and comply with the requirements therein

j. Data security and storage

Unless otherwise stated by the support agreement the customer is responsible for the security of their own data stored on either school or third party controlled data storage areas. This includes responsibility for maintaining a suitable backup of the schools data and testing it for recovery

k. Spares, repairs and labour charges

The customer will be responsible for the costs of all spares, repairs and labour charges relating to issues/requests

Where the customer wishes for a spare, repair or labour to be ordered, the customer must provide a valid PO number prior to the order being placed

l. Invoicing

The customer must take appropriate action to ensure that all One Education invoices are paid in full by their due date or to contact One Education prior to the invoice due date to arrange a suitable payment date. One Education reserves the right to withhold services while a customer has outstanding invoices (but only after having given written notification of its intention to do so)

m. Anti-Virus, malware and patch deployment

The customer will ensure that it has access to a suitable Anti-Virus and Anti-Malware product is available to protect servers and workstations on their network, and will ensure they have a suitable maintenance agreement to all them to keep it up to date. The customer will also agree a suitable window to allow for the deployment of

security updates and fixes and will accept responsibility for ensuring that One Education has sufficient time available to deploy upgrades, patches and fixes to ensure effective security of the customers MIS software

n. Security risks and breaches

The customer will report any potential or reported breaches of security on the schools ICT infrastructure to One Education as they are discovered

o. Notification of events or issues that may impact the MIS software or MIS software and Admin Technical Support contract

The customer must notify One Education of any planned events which may affect the schools MIS software, such as but not limited to power outages, staff absences, school closures or any changes that may affect the schools MIS software and Admin Technical Support contract, such as contact changes or changes to the schools status

p. Data suitability

The customer will ensure that all data and other information stored by the school or provided to One Education is not obscene, defamatory or likely to result in any claim being made against One Education by any third party

q. Issue Notification

The customer will maintain a list of current issues/requests either through logging them as calls with the One Education helpdesk and not directly with members of One Education staff with the exception of a Service Representative

r. Insurance

The customer shall effect and maintain in force with a reputable insurer a policy or policies of insurance covering all risks, which are contemplated by this agreement including but not limited to insurance of the equipment

s. System development and maintenance

The customer will make reasonable endeavours to ensure the schools ICT infrastructure is kept up to date and error free. Where One Education has notified the customer in writing (including email) of maintenance or upgrades required by the schools system, One Education cannot be held responsible for delays and issues caused by the customers system being unable to provide the normal operations required of it due to the customer not upgrading or maintaining its equipment.

## 2. One Education will

- a. Issues and events affecting the delivery of the MIS software and Admin Technical Support contract

One Education will make reasonable endeavours to notify you as soon as it is made aware of issues which may affect the delivery of your MIS software and Admin Technical Support contract such as but not limited to unforeseen staff absence or emergency situations

- b. System development and maintenance

Where they are identified, One Education will endeavour to notify the customer in writing of potential issues with their school's ICT infrastructure along with recommendations

- c. Access to other One Education IT services

One Education will provide the customer with the means to access One Education IT services either by telephone or email inside of One Education working hours. One Education will provide a regular termly visit by a Service Representative to ensure that we are meeting the customers' expectations and agree an action plan on any outstanding issues. The Service Representative will also discuss any new or future requirements and if requested provide you with quotations.

One Education will provide access to additional One Education resource such as infrastructure specialists and solution specialists where One Education deems it appropriate

- d. Out of SLA work

The SLA is exclusive of One Education's expenses incurred in connection with the provision of the services; One Education will make reasonable endeavours to assist the customer with all ICT related issues in the customer's institution. Where this work is not covered by the standard SLA agreement, One Education reserves the right to make additional charges relating to the work which will require the customer to provide a PO number prior to the work taking place

- e. Data suitability

Where during the course of their duties a member of One Education staff encounters inappropriate material such as child pornography, life threatening material or material of a terrorist nature on systems belonging to the customer, the member of One Education staff will notify One Education of their discovery and will then proceed as directed by One Education and its internal policies.

The member of One Education staff discovering the material will not be responsible for informing the school of their discovery; One Education will proceed as per its internal policies in relation to informing the school

### 3. MIS software and Admin Technical Support

- a. Includes (Covered by the SLA agreement)
  - i. Access by any user of the School's Admin Network to the One Education helpdesk to obtain assistance with IT issues either remotely or by onsite visit as deemed necessary by One Education
  - ii. Support for all devices and users schools admin network
  - iii. Data backup services of the schools SIMS or CMIS database and files required for the operation of the SIMS or CMIS software, up to a total of 10GB
  - iv. 4 hour response for critical IT issues affecting the ability of the school to operate, as deemed necessary by One Education
- b. Does not Include (not covered by this SLA agreement)
  - i. Support for all devices and users of the school's curriculum network
  - ii. Access to One Education outside of normal One Education working hours
  - iii. The provision of any equipment or software to the school, all equipment provided by One Education to the school as part of this service remains the property of One Education unless otherwise communicated by One Education in writing and must be returned at the end of the contract period, this does not include items purchased by the school
  - iv. Any work relating to the installation or de-installation of AV equipment such as but not limited to projectors and whiteboards
  - v. Any work deemed to require specialist skills or equipment by One Education, such as but not limited to high level installations, cable installation or cabinet installation
  - vi. Data backup services for any data not specifically required for the operation of the SIMS or CMIS software
  - vii. Any guarantee of school network or MIS system up time

viii. Any printer consumables or other items classed as consumables by a products manufacture

c. Service statements

- i. If work of any kind carried out by One Education or one of its subcontractors in response to a complaint of a fault in service reveals no such fault, One Education shall be entitled to require the customer to reimburse One Education for any costs by One Education in investigating and carrying out the work
- ii. One Education will not be liable for any loss or damage incurred by any third party where written permission was provided for the work affecting the third party to be implemented by the customer
- iii. One Education will not be liable for any loss or damage incurred by the school or any third party for any work performed on the schools ICT systems without the knowledge and written permission of One Education
- iv. The customer is responsible for ensuring that all of its equipment is housed in an appropriate manner, is easily accessible and has sufficient services such as power required for its normal operation. One Education will not be liable for any loss or damage incurred by the school or any third party due to where equipment is housed inappropriately or has been provided inappropriate services
- v. One Education will make reasonable endeavours to ensure all One Education staff and subcontractors have suitable CRB/DBS clearance, however it remains the responsibility of the customer to implement their normal procedures in dealing with third party access to the customers sites
- vi. The customer accepts that One Education is providing them with support personnel and that while One Education will make reasonable endeavours to ensure continuity, One Education cannot guarantee the same personnel will be used to cover all requests/issues
- vii. One Education will not be liable for any inherent defects in third party products that affect or delay the ability of One Education to resolve an issue/request
- viii. The customer agrees that One Education cannot guarantee to be able to affect a repair or resolve all issues. Where issues with equipment or software cannot be resolved and require replacement, One Education is not liable for any costs involved in the replacement including those surrounding bringing replacement equipment in to service

## One Education Internet Services

### 1. Commencement

- a. The Contract begins on the date One Education or agents working on its behalf communicate its acceptance of the customer's order for the service and will continue until ended by the customer or One Education in accordance with this contract.
- b. The service commences on the service start date which will be communicated to the school by One Education

### 2. Provision of the Service

- a. Where the customer orders an additional option to be applied to the service provided under this contract, the terms and conditions applicable to that option will apply and will be incorporated into the customer's contract

### 3. Site Preparation, Access and Installation

- a. The Customer agrees to prepare the site according to any instructions One Education or its agents may give and to provide One Education or its agents with reasonable access to the site for the purposes of the contract. The Customer agrees to provide at its expense a suitable place and conditions for One Education and, where required, a suitable continuous mains electricity supply with connecting points and a suitable live BT compatible phone line
- b. The customer will obtain any permission needed for One Education to put One Education equipment on the site
- c. The Customer and One Education will meet each other's reasonable safety and security requirements when on the site. The customer and One Education agree to look after each other's equipment on the site. If the customer or One Education damages the other's equipment it must pay for any repair or replacement needed. This does not apply where the damage results from normal use
- d. One Education will make reasonable endeavours to provide services by any date agreed with the customer, but all dates are estimates and can change without warning.
- e. The customer will be responsible for making good the site, after any work has been undertaken by One Education at the site, including putting items back and for re-decorating

- f. The customer will be responsible for any additional costs incurred during the installation of the customer's service, including where the customer has requested that work takes place outside of standard working hours or at weekends

#### 4. Faults and Repair

- a. One Education will try to provide uninterrupted service, but the customer understands and agrees that from time to time faults, including faults which may recur and have no identifiable cause (intermittent faults) may occur and can affect the availability of the service
- b. If the customer reports a fault in the service the service will be repaired during normal One Education working hours. If One Education agrees to work outside the normal One Education working hours or if the customer reports a fault and One Education finds there is none or that the customer has caused the fault, One Education reserves the right to apply a charge based on One Education's reasonable costs
- c. The customer accepts that One Education cannot be held responsible for delays in resolving faults where the report has not been reported to One Education.

#### 5. Regulations and use of the service

- a. Any customer equipment must be:
  - i. Technically compatible with the service and not harm One Education's network or another customer's equipment
  - ii. Connected using the applicable One Education network termination point, unless the customer has One Education's permission to connect by another means, and used in compliance with any relevant instructions, standards or laws
  - iii. Adequately protected by the customer against viruses and other breaches of security
  - iv. The customer will not permit or make any attempt to disassemble, deconstruct, break down, hack or otherwise interfere with any One Education equipment
- b. Accept where information accessed is relating to inappropriate or criminal activity which is proved to be apportioned to an individual user. The customer accepts all responsibility for the information accessed using this service by its authorised users and any users that access information in an unauthorised fashion using a method

the customer was aware of but had not reported. One Education is in no way responsible for any information accessed by the customer or any third party

- c. The customer will provide a nominated contact(s) with the authority to request changes to the filtering services and make decisions surrounding the ability of One Education to arrange for maintenance and suitable suspensions of service. One Education will only accept requests for changes to the services from this nominated contact(s), these request must go to the One Education ICT helpdesk or a One Education service representative

## 6. Proper use

- a. The Service must not be used:
  - i. In contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority, third party's rights
  - ii. Fraudulently or in connection with a criminal offence or in any way that is unlawful and the customer must make sure that this does not happen
  - iii. To send, communicate, knowingly receive, upload, download or use any material or make any calls that are offensive, abusive, indecent, defamatory, obscene, menacing, cause annoyance, inconvenience, needless anxiety or are intended to deceive
  - iv. In any way One Education considers is or is likely to be detrimental to the provision of the service to the customer or service to any of One Education's other customers
- b. The customer will comply with One Educations reasonable instructions regarding health, security, safety or the quality of the service
- c. The customer or its users will not in any way attempt to bypass any security or operating procedure required for the operation of the service
- d. The customer will ensure that all One Education provided equipment is kept in a method suitable for the equipment and that the equipment is supplied with the services necessary for its operation at all times

## 7. Security

- a. The customer is responsible for the proper use of user security details, if any, and must take all necessary steps to ensure they are kept confidential, secure and not made available to unauthorised persons
- b. If the customer believes that any user security details are or are likely to be used in an unauthorised way, the customer must inform One Education immediately
- c. One Education does not guarantee the security of the service against unauthorised or unlawful access or use. If One Education believes there is or is likely to be a breach of security or misuse of the service One Education may:
  - i. Change and/or suspend the user security details (and notify the customer that it has done this)
  - ii. Require the customer to change the user security details
  - iii. Suspend the service while reasonable attempts to mitigate the security risk are undertaken (One Education will notify the customer that it has done this, due to the nature of the suspension no recompense will be made to the customer for the time lost to the suspension except where it can be demonstrated that One Education suspended the service out of security concerns without the belief of a credible threat being present)

## 8. Internet access

- a. Where the service allows access to the internet the customer understands and agrees that the use of the internet is at the customer's own risk and that One Education cannot directly control or block access to all content that the internet can provide
- b. The customer accepts that unless specified by a contract with One Education, One Education is not responsible for any changes required to the customers ICT infrastructure required to access the internet service

## 9. Internet Connection (where supplied)

- a. The customer accepts that One Education will provide its internet connection using a technology and third party deemed suitable by One Education
- b. The customer accepts that One Education due to the nature of internet connections and the technology involved cannot guarantee any internet connection speeds and that speeds will vary during the SLA period

- c. Where the customer's Internet Connection is being provided over a phone line, the customer will remain responsible for the line and its line rental. Where a line is allowed to be disconnected by a customer, the customer will still be responsible for the cost of the Internet SLA for the duration that the line is disconnected
- d. The customer accepts that One Education may change the technology used to provide the school's internet connection, One Education will work with the school to ensure any changes to the connection are implemented with reasonable endeavours made to reduce the impact of the change on the school

#### 10. External DNS Services

- a. The customer accepts that changes to their DNS records will be subject to the propagation times associated with updating internet-based DNS servers. One Education cannot guarantee that DNS changes will be reflected on all third-party DNS servers
- b. All requests to change the customer's DNS records must be made in writing by the customer's nominated contact(s)
- c. The customer accepts that unless specified in a contract with One Education, One Education is not responsible for any changes required to the customer's internal DNS services
- d. The customer accepts responsibility for all changes it requests from One Education. One Education will not be liable for any issues caused by changes to a customer's External DNS requested by the customer
- e. One Education reserves the right to refuse any requests for changes to the customer's DNS it feels would represent a security risk or would place the customer or any other user of the customer's service at risk

#### 11. Internet-based products and services

- a. The customer accepts that although the internet service is required to access third-party internet-based products and services, unless specifically stated in the internet service contract, One Education cannot be held liable for any charges or losses from third parties to the customer, where the customer has been unable to access those services due to a failure of the internet service
- b. The customer accepts that although the internet service is required to access cloud-based storage services, One Education has no obligation to provide access to stored content, to provide locations to store content, or has any responsibility if stored content is lost or deleted. The customer is advised to duplicate content it wishes to keep on other devices

- c. One Education cannot be held responsible for any charges or losses from third parties to the customer, where the customer has subscribed to an internet based product or service, which requires capabilities exceeding that of their current internet service. Except where that service was recommended, in writing directly to the customer by One Education, stating that the service would be suitable to run over the customers One Education provided internet connection
- d. The customer accepts that One Education cannot guarantee the ability to access any third party service using a One Education provided internet connection

#### 12. Filtering services (where supplied)

- a. The customer accepts that where the service is a new service One Education will provide (where the service is provided by the contract) its standard web filter policy configuration, incoming E-Mail filter and web firewall configuration, where the service is a renewal of an existing service the web filter configuration, incoming E-Mail filter and web firewall configuration will be that of the previous service
- b. The customer accepts responsibility for all changes it requests to One Education's standard web filter policy, incoming E-Mail filter or web firewall configuration, One Education will not be liable for any unauthorised access, loss or damage caused by changes to the standard web filter policy configuration, incoming E-Mail filter or web firewall configuration requested by the customer
- c. All requests to change the web filter policy, incoming E-Mail filter or the web firewall configuration must be made in writing by the customers nominated contact(s)
- d. One Education reserves the right to refuse any requests for changes to the web filter policy, incoming E-Mail filter or web firewall configuration it feels would represent a security risk or would place the customer or any other user of the customers service at risk
- e. The customer accepts that web filtering can only be provided to devices that are configured to send traffic to the web filtering service and that user based filtering can only be provided where users can be successfully authenticated against the web filtering service. The customer is responsible for ensuring devices are configured to access this service

#### 13. Operational changes

- a. The customer accepts that occasionally, for operational reasons, including the provision of service enhancements and/or software upgrades, One Education may:
  - i. Change any codes or numbers given to the Customer, the performance or functionality of the Service, or the way One Education provides the service,

provided that any change to the service or the way One Educations provide the service does not affect the performance or functionality of the service to the customer's significant detriment; or

- ii. Interrupt or suspend service (unless the suspension is due to potential security concerns). If this happens One Education will restore the service as quickly as possible.
- b. One Education reserves the right to implement emergency changes to any element of this service if it feels the modification is necessary to maintain the security of the service or to protect the customer. One Education will notify the customer in writing after the change of what the change was and why it was implemented. The customers nominated contact(s) can if required then request the change is reversed, if the request is acceptable, the responsibility of any resulting events from that change become the responsibility of the customer

#### 14. Indemnity

- a. The Customer will indemnify One Education against any claims or legal proceedings that are brought or threatened against One Education by a third party because the service is or has been used in breach of clauses stated in '6. Proper use'. One Education will notify the customer of any such claims or proceedings and keep the customer informed as to the progress of such claims or proceedings

#### 15. Charges and Payments

- a. The customer is responsible for and must pay the charges for the service whether the service is used by the customer or someone else
- b. The Customer will be liable for charges for the service from the service start date, unless otherwise agreed in writing by One Education
- c. The customer agrees to pay:
  - i. The full SLA amount at the beginning of the SLA period, unless otherwise agreed in writing by One Education
  - ii. Any charges relating to changes to the service required by the customer, including but not limited to line moves, line rental, disconnection and reconnection charges
  - iii. All reasonable expenses incurred by One Education or its agents relating to the service where the customer or any third party has had any impact on the service or the delivery of service provided by the Internet SLA

- d. The customer is responsible for the costs and charges required to support access to a third party service

## 16. Ending the contract

- a. One Education may suspend the service or end the contract, or both, at any time without notice if:
  - i. The customer breaches the contract or any other contract that the customer has with One Education and, if the breach is capable of remedy, fails to put right the breach within a reasonable time of being asked by One Education to do so. In this clause breach includes non-payment of any valid invoice by the due date
  - ii. One Education reasonably believes that the service is being used in a way forbidden by '6. Proper use'. This applies even if the Customer is unaware that the Service is being used in such a way
  - iii. Its supplier ceases to do business; or has bankruptcy or insolvency proceedings brought against it; or makes an arrangement with its creditors (other than where solely for solvent amalgamation or solvent reconstruction); or a receiver, administrative receiver or administrator is appointed over any of its assets; or it goes into liquidation; or a notice is given, a petition is issued, a resolution is passed or any other step is taken to commence any of the foregoing procedures; or there is a corresponding event under Scottish law

The Customer will continue to pay the charges during any period of suspension

- b. Consequences of ending the Contract
  - i. If the customer ends the contract, the service or part of the contract or service, the customer will be required to pay for the remainder of the contract (for the avoidance of doubt, 'contract' refers to the Internet Connection service, not the annual SLA agreement)
  - ii. If One Education ends the contract, due to the customer using the service in a way forbidden by '6. Proper use' or because the customer is in breach of any of the terms of the contract, the customer will be required to pay for the remainder of the contract charges.
  - iii. If the customer gives notice to end the contract in accordance with the standard contract termination notification policy, the service will be discontinued at the end of the contract period, the customer remains responsible for all charges relating to the service until it is discontinued

- iv. If the contract ends and One Education may delete all content including emails stored on the service. One Education recommends that the customer saves copies of information the customer wishes to keep on other devices

#### 17. Limitation of liability

- a. Neither the customer nor One Education excludes or restricts in any way its liability under or in connection with the contract for death or personal injury caused by its negligence or to any extent not permitted by law
- b. One Education will not be liable (whether in contract, tort, under statute, for misrepresentation or otherwise (including in each case negligence) and whether or not the customer was advised in advance of the possibility of such loss or damage
- c. The customer is advised to obtain its own business continuity insurance

#### 18. Property, ownership, usage rights

- a. If software is provided to enable the customer to receive and use the service, One Education will provide the software to the customer for a period that is co-terminus with the term of the service with which the software is associated
- b. Where the service provides the customer with software licensed by third parties who require the customer to accept their terms of use, the customer must keep to those terms
- c. Except as permitted by applicable law or as expressly permitted under the contract the customer agrees not to copy, de-compile or modify any software, or knowingly permit anyone else to do so
- d. All equipment provided to the customer by One Education, remains the property of One Education throughout the terms of the contract. The customer will arrange access for One Education to collect its equipment at the end of an SLA contract unless otherwise agreed in writing with One Education
- e. The customer may only use One Education provided equipment provided for the delivery of a service with that service unless otherwise agreed in writing with One Education
- f. The customer is responsible for the discontinued use and removal of any software provided by the service for which they are no longer eligible to use

## 19. General Terms

- a. Matters Beyond Reasonable Control
  - i. If the Customer or One Education is prevented, hindered or delayed from performing any obligation under the contract because of something beyond its reasonable control including: act of God, natural disaster, lightning, flood, subsidence, earthquake, weather conditions, epidemic, pandemic, fire, explosion, war, civil disorder, acts of terrorism, something beyond the reasonable control of its suppliers, industrial disputes, acts or omissions of local or central government or other competent authorities, or acts or omissions of parties for whom the customer or One Education is not responsible, change of law or any other cause whether similar or dissimilar that is outside its reasonable control, then it will have no liability to the other for any resulting failure, delay, defect or omission in performing its obligations under the contract.
- b. One Education will not be liable for failure to or delay in supplying the service if:
  - i. Another supplier delays or refuses the supply of an electronic communications service to One Education and no alternative service is available at reasonable cost; or
  - ii. legal or regulatory restrictions are imposed that prevent One Education from supplying the service
- c. One Education may transfer its rights or obligations or both to a group company without consent provided that it notifies the customer that it has done so

## 20. Entire Agreement

- a. The terms in this document contains the entire agreement between the customer and One Education in relation to the Internet Services SLA and supersedes all previous understandings, commitments, representations, agreements, draft agreements, arrangements, undertakings, or prior collateral contracts of any nature made by the customer and One Education, whether written or oral relating to its subject matter
- b. The Customer and One Education each agree that in entering into the Contract they have not relied upon and have no rights or remedies (whether in tort, under statute or otherwise) in respect of any statements, collateral or other warranties, assurances, undertakings or representations (whether innocently or negligently made) of any party (whether party to the Contract or not) in relation to the subject matter of the Contract, except for those contained in the Contract

## 21. Rights of Third Parties

- a. The Contract does not create any right enforceable by any party who is not the customer or One Education (a “Third Party”) under the contract (Rights of third parties) act 1999 but this does not affect any right or remedy of a third party which exists or is available apart from that act

## Backup Terms and Conditions

### 1. Responsibilities of the customer

- a. The customer must provide 5 working days notification to any changes they wish to make to the backup agreement or the data to be backed up, which shall be amended and re-signed
- b. The customer must pay the charges for the service as set out in the service level agreement

### 2. One Education will

- a. Use reasonable endeavours to provide the services in accordance with the agreement
- b. Provide assistance to you by email or telephone in the event that you are unable to backup or restore your files
- c. Warn the customer within 24 hours if backup service is failing for any reason and take corrective action within 24 hours

### 3. The Backup Service

- a. Includes
  - i. Provision to you of the Software, subject to your signing the SLA Agreement (and backup data definition document) which declares which files you wish to back up
  - ii. Provision to you of technical support by email and/or phone
  - iii. Copying (backing up) of your files to a secure location (this location may be offsite, local or both) backup repository held in our nominated Data Centre
  - iv. Provision of daily email failure reports of the backup status

#### b. Service statements

##### i. Data restoration

Data restoration refers to the process of recovering data from the backup service and not restoring any services requiring the data restoration.

Recovering data from the backup service is affected by the capacity of the technologies linking the restore point with the backup service, network congestion and the number of files involved

ii. Service restoration

Restoration of services may involve work including but not limited to, the rebuild and restoration of servers, disk replacement, the rebuild of storage arrays and reconnection of clients to a domain. The cost of a restoration is not included in the Backup SLA and One Education reserves the right to charge for any additional work required by the customer to restore their systems after a data restoration

iii. One Education monitored systems

Where One Education are responsible for the pro-active monitoring of a customer's systems and did not notify the school of an impending failure that One Education has received notification of from the customers systems, One Education will make reasonable endeavours to restore the customers systems without additional cost, although the customer will remain responsible for the costs of the purchase of any replacement or new equipment

iv. Data retention

If you cancel the service then we reserve the right to remove your backup data from our servers without notice. If you sign up with us again, you will may not have access to previously backed up data

v. Backup timescales and availability

While backups occur every night, and should normally complete overnight, large data volumes may take longer than one night to backup. The customer accepts that One Education cannot guarantee a backup will complete nightly and that only completed backups will be available to restore data from

vi. Issue notification

Where backups suffer from multiple failures, One Education will contact the customer and agree a suitable plan of action

vii. Storage space

The customer accepts that the backup SLA does not provide unlimited data storage. The backup agreement will detail the current data quota you have signed up for and/or the number of backup licenses.

The customer accepts that should the backup exceed the storage quota some data will not be included in backups.

One Education will make reasonable endeavours to warn the customer when the quota reaches over 95%. One Education cannot be held responsible for any data loss where the customers' backup needs exceed the available quota.

## **One Education Obligations**

Issues and events affecting the delivery of a Curriculum Support visit: One Education will notify you as soon as it is made aware of issues which may affect the delivery of your Curriculum Support visit such as but not limited to unforeseen staff absence or emergency situations. We will advise the customer of absence of any specialist as soon as possible on the day of absence. In the case of a known long-term absence, One Education will work with the customer to decide upon the best course of action, which may include the supply of an alternative specialist or alternative dates.

System development and maintenance: Where they are identified, One Education will endeavour to notify the contract holder in writing of potential issues with their School's Curriculum or Schools Admin Networks along with recommendations

Access to other One Education IT services: One Education will provide the contract holder with the means to access One Education IT services either by telephone or email inside of One Education working hours. One Education will provide a regular termly visit by a Service Representative to ensure that we are meeting the customers' expectations and agree an action plan on any outstanding issues. The Service Delivery Manager will also discuss any new or future requirements and if requested provide you with quotations.

One Education will provide access to additional One Education resource such as infrastructure specialists and solution specialist where One Education deems it appropriate

Out of SLA work: The SLA is exclusive of One Education's expenses incurred in connection with the provision of the services; One Education will make reasonable endeavours to assist the contract holder with all ICT related issues in the contract holder's institution. Where this work is not covered by the standard SLA agreement, One Education reserves the right to make additional charges relating to the work which will require the contract holder to provide a PO number prior to the work taking place

Curriculum Support Engineer changes: One Education will notify the school in advance, in writing of any planned changes to the Curriculum Support Engineer who will be attending site for any affected Curriculum Support Visits. This does not include emergency sickness cover where the school will be notified by phone.

Data suitability: Where during the course of their duties a member of One Education staff encounters inappropriate material such as child pornography, life threatening material or material of a terrorist nature on systems belonging to the contract holder, the member of One Education staff will notify One Education of their discovery and will then proceed as directed by One Education and its internal policies.

The Curriculum Support Engineer will not be responsible for informing the school of their discovery; One Education will proceed as per its internal policies in relation to informing the school.

Escalation: Ensure any complaint is dealt with to the reasonable satisfaction of the customer. One Education is committed to resolving any complaints and to respond to all feedback. Our complaints procedure is available on request.

Escalate any out of SLA tickets to the ICT Service Desk Manager and complaints are escalated to the IT Director.

Service review visits: Provide a regular termly visit by a Company representative to ensure that we are meeting the customers' expectations and agree an action plan on any outstanding issues. They will also discuss any new or future requirements and if requested provide you with quotations.

## **Notice and Automatic Renewal**

### **Renewal Term**

Commencing on the day following the end date of the Minimum Contract Period defined in your Initial Agreement with One Education Limited, this Agreement shall be automatically renewed for a successive 1 year period, a "Renewal Term", until and unless either Party provides to the other Party **notice to terminate the agreement giving 90 days' prior written notice to the end of the Initial Agreement** end date or the Renewal Term end date.

One Education Limited will endeavour to act in good faith and work with a customer wishing to amend their contract terms, conditions and deliverables after the 90-day notice period has passed. It must be noted however that some products and services will always require 90 days' notice and full contract costs will apply to these, namely:

- Internet Connections
- Internet Services
- SIMS Support
- SIMS Annual Entitlement
- SIMS Modules (support and supply thereof)

## **1. Duration of Contract and Minimum Contract Period**

The contract shall start on the start date. Both parties to the contract are deemed to be bound by these Terms and Conditions at that date.

The duration of the contract is for the Minimum Contract Period ("MCP").

Where special promotions, offers and additional contracts of other durations are offered during the period of the "MCP" additional Terms and Conditions pursuant to this additional offer will be issued and apply under a Supplementary Agreement.

### **Upgrades to service**

During the "MCP" customers may upgrade and add options without penalty.

### **Downgrades to service**

Customers cannot downgrade or delete options during the Minimum Contract Period. Where this may be an unavoidable requirement a downgrade or deletion can take place at the discretion of One Education Limited only and a charge will be payable during the "MCP" period to permit such downgrades, change of service or change of equipment.

If, within the original “MCP”, a customer has upgraded or added options but then during the original “MCP”, wishes to downgrade or delete options and revert to the original contracted service(s), a downgrade charge will be payable. If the customer wishes to downgrade or delete options to a level below those of the Initial Agreement the charge will still apply.

If the customer has taken up any supplementary contract(s) within the original “MCP” then a new “MCP” based on the Start Date of the new Contract applies.

After the “MCP” has expired, the contract will continue until terminated in accordance with the automatic “Renewal Term” and clause 4 Termination of Contract.

## **2. Notice of termination**

A customer may terminate service during the Minimum Contract Period by giving notice according to the Minimum Notice Period (“MiNP”) and paying the Early Termination Charge (“ETC”).

Minimum Notice Period (“MiNP”)

The Minimum Notice Period applies to all contracts of any Minimum Contract Period whether 1 month, 1 year, 2 years or any other such period that may be offered from time to time.

If notice is given during the Minimum Contract Period but prior to the 90 days’ notice period, the Early Termination Charge will apply.

The Minimum Notice Period is 90 days.

Any charges due within the 90-day period remain due.

## **3. Early Termination Charge and Downgrade Charge**

Downgrade Charge: 30% of the affected service cost in the case of support, consultancy or training services otherwise the full cost of the effected service applies. Where the effected service is support, consultancy or training, a refund may apply. The refund is calculated as:

Total service cost – (pro-rata value + plus 90 days’ notice charge)

E.g. If contract is £2400 per year and cancels after 6 months then refund is:

$£2400 - (£1200 + £600) = £600$

Early Termination Charge: If the service is terminated with at least 90 days’ notice prior to the end of the MCP then no charges apply. Otherwise, the remaining value of the cancelled service will be due and payable.

If you wish to terminate within the MCP, the Early Termination Charge is the balance of all payments due until the end of the MCP. For example, If a 3 year contract is cancelled at the end of year 1, then the full value of years 2 and 3 will become due.

#### **4. Termination of Contract**

The contract may be ended;

4.1 by either customer or One Education Limited on the date of the final day of the Minimum Contract Period, by giving 90 days' notice.

4.2 by the customer giving One Education 30 days' notice where One Education Limited has given the customer notice to increase the contract charges or seeks to change the conditions of this contract to the customer's detriment and provided customer gives the notice before the increase or changes take effect.

## **The Customers' obligations**

You shall:

Co-operate with us as reasonably necessary in order to enable us to provide the Services;

Where a 3rd party provides your Internet connection, or supports for your local network, be solely responsible for the Internet and any network connection at your premises.

Use the dedicated telephone number or email address to access the ICT Service Desk.

Have responsibility for ensuring that all One Education specialists are made aware of all site safety requirements and general administrative responsibilities.

Have responsibility for the preparation (in advance) of any relevant materials and information needed to fulfil their role under this agreement.

Provide a suitable physical space to enable service delivery including relevant & reasonable access to customer resources such as people, photocopiers, printers, stationery, data etc.

Appoint a person to be the main contact for the purposes of this agreement and nominate a backup contact for when the main contact is unavailable.

Choose how to utilize your allocated ICT specialist time and ensure that all allocated days are used within each school week.

Ensure that we have full access rights to all ICT equipment such as servers, workstations, laptops and tablets in order to provide continued support of a high quality. Failure to gain access to your systems where 3rd parties control the ICT network may result in charges in relation to scheduled visits and where we attend site and the issue is identified to be due to a 3rd party then we may charge for this work.

Ensure that the minimum technical requirements for the MIS platform to operate are maintained on all ICT equipment such as servers, workstations, laptops and tablets on the network. Where we have informed you that something is end of life and should be replaced then we reserve the right to exclude those items from support and may charge for any associated work. See

<http://www.oneeducation.co.uk> for a statement of requirements.

Deny access to all unauthorised users (e.g. parents, staff from another school, governors, students, pupils, and third party consultants) to the ICT equipment (systems and software) and ensure that you abide by the relevant supplier licence agreements.

Check your E-Mail regularly as this is our primary form of communication. Also log on to <http://www.oneeducation.co.uk> at regular intervals as this is also widely used to transmit information to schools.

Notify the ICT Support Desk as soon as problems are encountered where we will give you a ticket number which should be used in all future correspondence.

Ensure that the users are suitably trained; have attended training sessions provided by an approved training provider. One Education may charge for excessive support arising from inadequate procedures or insufficient staff training.

Ensure exclusive access to the system for the duration of a support visit when required.

Provide timely and objective feedback to One Education if requested and ensure that all underlying issues, complaints, outstanding actions, future actions and priorities are discussed during their termly meeting with their One Education representative.

In the event that you alter, interfere with, or damage in any way whatsoever any facilities, including but not limited to equipment or software configured, set up, and/or maintained by us, without our express prior written consent, you do so at your own risk and expense.

We shall have no liability nor shall we be responsible in any way whatsoever for problems or damage arising either directly or indirectly as a result of your alteration of or interference with facilities, equipment, and/or your network or system, and it is specifically agreed that we shall have no liability whatever for any consequences of such alteration or interference, and our liability therefore is excluded to the fullest extent permitted by law.