



E4EDUCATION LIMITED

TERMS OF BUSINESS

TABLE OF CONTENTS

1.	Interpretation	1
2.	Services Details	4
3.	Licence of Content Management System (CMS)	4
4.	Domain Names	6
5.	Design Services	6
6.	Photographic and Filming Services	7
7.	Data	7
8.	Training	9
9.	Support Services	9
10.	Hosting	9
11.	Commencement and duration	10
12.	Company's responsibilities	10
13.	Client's obligations	10
14.	Change control	11
15.	Charges and payment	12
16.	Intellectual property rights	14
17.	Confidentiality and the Company's property	14
18.	Limitation of liability	15
19.	Termination	16
20.	Consequences of termination	17
21.	Force majeure	17
22.	Assignment and other dealings	18
23.	Variation	18
24.	Waiver	18
25.	Rights and remedies	18
26.	Severance	19
27.	Entire agreement	19
28.	Conflict	19
29.	No partnership or agency	19
30.	Third party rights	19
31.	Notices	20
32.	Dispute Resolution Procedure	20
33.	Governing law and Jurisdiction	20
34.	Schedule 1 – Data Policy	21
35.	Schedule 2 – Cancellation Policy	25
36.	Schedule 3 – Support Services	27

THIS AGREEMENT will take effect from the date the Client provides written confirmation, indicating that they wish to engage the services of e4education.

PARTIES

- (1) **E4EDUCATION LIMITED** incorporated and registered in England and Wales with company number 04199672 whose registered office is at 29 Commerce Road, Lynch Wood, Peterborough, PE2 6LR (“**Company**”).
- (2) The client whose details are set out in the Order Confirmation Email (incorporated herein) (“**Client**”).

BACKGROUND

- (A) The Company is in the business of providing the Services.
- (B) The Client wishes to obtain, and the Company wishes to provide the Services on the terms set out in this agreement.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions.

Affected Party: has the meaning given in clause 21.2.

Agreement Date: is the date that the Client gives Written (as defined in clause 1.12) confirmation, indicating that they wish to engage the services of the Company.

Bandwidth: the amount of data transferred between the Company’s server and the internet.

Bespoke: design work created specifically for the use of the Client.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Business Hours: the period from 8.00 am to 4.30 pm on any Business Day.

Cancellation Policy: the cancellation policy set out in Schedule 2.

Change Request: has the meaning given in clause 14.1.

Change Order: has the meaning given in clause 14.6.

Client's Equipment: any equipment, systems, cabling or facilities provided by the Client and used directly or indirectly in the supply of the Services.

CMS: the content management system provided by the Company to the Client.

CMS Licence: has the meaning given in clause 3.1.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** shall be construed accordingly.

Data Protection Legislation: means: (1) national laws implementing the Data Protection Directive (95/46/EC) and the Directive on Privacy and Electronic Communications (2002/58/EC); (2) the General Data Protection Regulation (2016/679) (“**GDPR**”); and (3) any other similar national privacy law; as applicable from time to time.

Data Controller: any school or organisation who decide the purpose and means of processing personal data are considered to be Data Controllers. Schools in Scotland are the exception to this where Data Controllers are the local authority. The meaning of Data Controller shall have the meaning given to it in the Data Protection Legislation.

Data Processor: a person or organisation that processes data on behalf of the Data Controller and as set out in the Data Protection Legislation.

Data Subject: a natural person whose personal data is processed by a controller or processor

Data Storage Policy: the data storage policy set out in Schedule 1.

Deliverables: any output of the Services, including all Documents, products and materials developed by the Company or its agents, subcontractors, consultants and employees in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

Design Services: shall mean any design services opted by the Client in the provision of the overall Services. Any Design Services may either be bespoke for the Client or a template design provided by the Company.

Design: shall be any designs that arise from the output of the Design Services created by the Company.

Document: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

Fee: the fee payable by the Client to the Company for the Services.

holding company: has the meaning given in clause 1.7.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Licence Expiry Date: the date which is exactly 12 months following the date of the previous invoice for Fee in relation to the CMS Licence.

Order Confirmation: the Company's written confirmation of the Client's request for the Company to provide Services and the CMS Licence which enables the Client to update the Client website which details the fee and support arrangements between the Company and the Client and any such Order Confirmations that that are either added or amended from time to time in accordance with this agreement all of which are incorporated herein as long as they are signed by both parties.

Photographic and Filming Services: means the further photographic and filming services supplied by the Company in the provision of the Services, if opted for by the Client in the Order Confirmation.

Pre Existing Materials means all documents, information, items and materials in any form, whether owned by the Company or a third party, which are provided by the Company to the Client in connection with the Services.

Services: the services specified in the Order Confirmation.

subsidiary: has the meaning given in clause 1.7.

Support Services: the support and maintenance services provided to the Client by the Company.

Supplemental Fees: shall mean any further fees payable by the Client under this agreement for additional work outside of the scope of the initial Order Confirmation.

Term: has the meaning set out in the Order Confirmation.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

Warranty Period: has the meaning set out in clause 18.6.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The headings of this agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation.
- 1.5 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules. If there is any inconsistency between the main body of this agreement and the schedules, this agreement shall prevail.
- 1.6 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.7 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act.
- 1.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.11 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.12 A reference to **writing** or **written** includes fax and email.
- 1.13 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference of this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.15 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.16 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. SERVICES DETAILS

- 2.1 The Services provided by the Company are as set out in the Order Confirmation. It is the Client's responsibility to ensure the accuracy of its order as set out in the Order Confirmation. The Company cannot accept any responsibility for any inaccuracies.
- 2.2 This agreement is not evidence of, and does not create, an exclusive relationship between the Company and the Client.
- 2.3 This agreement will apply to the performance of the Services by the Company to the Client to the exclusion of any other terms and conditions, including any that are, or may be, included in any initial proposals or otherwise.

3. LICENCE OF CONTENT MANAGEMENT SYSTEM (CMS)

- 3.1 The Company hereby grant to the Client a non-exclusive, non-transferable revocable licence to use the CMS to update the website provided by the Company for a period of one year from the date that your new website is deployed to our development server. This licence will be renewed annually subject to the licence fee being paid in accordance with clause 15. This licence is terminable as detailed in clause 19.
- 3.2 The Company will provide access to a copy of the necessary documentation to allow the Client's website to be updated.

- 3.3 For the purpose of the CMS Licence, upgraded versions of the CMS shall mean enhancements, improvements or modifications to the software. Upgraded versions of the CMS shall be available subject to conditions and agreed fees.
- 3.4 The CMS Licence and or agreement to provide Services to the Client are effective from the first day of the month following the Client being provided access to the website on the Company's development server or publication on the internet, (whichever is the earlier) and shall remain in force either until the Licence Expiry Date or until terminated in accordance with this agreement.
- 3.5 The CMS may only be used for lawful purposes. Any use which contravenes any national, European or international laws which may apply to the Company is strictly prohibited. This includes but is not limited to:-
- 3.5.1 restricting or inhibiting any other user from using the Services, including but not limited to Denial Of Service (DOS) attacks;
 - 3.5.2 posting, publishing, transmitting, reproducing or distributing any unlawful, threatening, abusive defamatory, pornographic, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging a criminal offence, give rise to civil liability, or otherwise contravene any national, European or international law and laws protecting intellectual property including copyright, trademark, trade secret, misappropriation and anti-dilution laws; and
 - 3.5.3 transmitting any unsolicited or bulk e-mail or engaging in any activity known or considered to be "spamming" or "mail bombing".
- 3.6 The CMS Licence includes, but is not limited to the following restrictions which the Client undertake not to:-
- 3.6.1 copy the CMS or any part of it;
 - 3.6.2 translate, adapt, vary or modify the CMS;
 - 3.6.3 disassemble, decompile or reverse engineer the Software (CMS);
 - 3.6.4 use the CMS for any other purpose other than publishing content to the agreed website;
 - 3.6.5 provide or otherwise make available the CMS in whole or in part in any form to any person other than the Client employees without prior written consent from the Company.
- 3.7 The Client must ensure that any login credentials for Services are not disclosed, whether directly or indirectly, to any third party without the Company prior written consent.
- 3.8 The Client acknowledges that the CMS Licence does not entitle the Client to a copy of the CMS under any circumstances, including the hosting of the CMS on servers not belonging to the Company.

4. DOMAIN NAMES

- 4.1 The Company may purchase .UK domain names on behalf of the Client from Nominet. Nominet has its own terms and conditions applicable to domain names. The Client must read and agree to such terms before the Company is able to complete the purchase. The terms can be found at <http://www.nominet.org.uk/uk-domain-names/registering-uk-domain/legal-details/terms-and-conditions-domain-name-registration>.
- 4.2 The Company may also purchase domain names from other sources on behalf of the Client from other third parties. These will also be subject to further terms applicable by such third parties and, where there are further terms that the Client must agree to, these will be provided in advance to the Client, which the Client shall accept.
- 4.3 The Company will not purchase any domain names until it has confirmation from the Client that it has read and understood this agreement. The Company shall have no liability to the Client (or to any third party) for any costs, losses or liabilities incurred in failure/delay in perusing such terms. Further the Client acknowledges and agrees that the Client delay or failure in providing confirmation in accordance with this clause could result in a domain name becoming unavailable. The Company shall have no liability to the Client in this regard. The Client undertakes to comply with Nominet's terms at all times and shall indemnify the Company for any liabilities the Company incurs as a result of the Client non-compliance.

5. DESIGN SERVICES

- 5.1 The Company will provide Design Services as outlined in the Order Confirmation.
- 5.2 Design Services offered by the Company can either be bespoke design for which the Client will own the copyright or a template design which the Client will only be allowed to use with the service provided by the Company for the period of the agreement.
- 5.3 Designs must be approved in writing by the Client before:-
 - 5.3.1 the website is built; and/or
 - 5.3.2 the print design is sent to press.
- 5.4 The Company shall have no liability to the Client or to any third party for any delays in the provision of the Services where such delay is caused or contributed to by the Client's failure or delay in approving any Designs submitted to it by the Company.
- 5.5 In the event changes are requested to the approved design, the Client may incur additional Fees at the sole discretion of the Company and shall be charged and payable in accordance with this agreement.
- 5.6 It is the Client's sole responsibility for checking the accuracy and content of any Designs or materials produced by the Company for the Client including but not limited to spelling, imagery and accuracy. The Company shall have no liability to the Client or any third party for the Client's failure to proofing such materials or for any additional design work or print runs where the produced materials reflect the designs approved by the Client or for any shrinkage that may occur during the normal course of reproduction. Any corrective action required and undertaken by the Company on behalf of the Client shall be payable by the Client as additional fees.

6. PHOTOGRAPHIC AND FILMING SERVICES

- 6.1 The Company will provide Photographic and Filming Services for use in conjunction with the Company Design Services or as a bespoke service as outlined in the Order Confirmation.
- 6.2 The Client will be assigned the copyright to all photographs and filming materials supplied as part of the Photographic and Filming Services if elected by the Client, and the content will be supplied to the Client provided that full payment of all Fees owing to the Company have been paid.
- 6.3 Unless otherwise notified to the Company in writing, the Client grants the Company a licence to use photographs or video footage resulting from the Services in hard copy or electronic format for marketing purposes.

7. DATA

- 7.1 The provisions of the Data Policy detailed in Schedule 1 shall apply in this agreement.
- 7.2 All personal information that the Company may use will be collected, processed, and held in accordance with the provisions of Data Protection Legislation and the Client's rights as set out under the GDPR.
- 7.3 For complete details of the Company's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Client's rights and how to exercise them, and personal data sharing (where applicable), please refer to the Company's Privacy Notice [available from <https://www.e4education.co.uk/privacypolicy>]
- 7.4 The Parties hereby agree that they shall both comply with all applicable data protection requirements set out in the Data Protection Legislation. This Clause 7 shall not relieve either Party of any obligations set out in the Data Protection Legislation and does not remove or replace any of those obligations.
- 7.5 The type(s) of personal data, the scope, nature and purpose of the processing, and the duration of the processing are set out in Schedule 1.
- 7.6 The Data Controller shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Data Processor for the purposes described in this agreement.
- 7.7 The Data Processor shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under this agreement comply with the provisions as set out in the Data Policy in Schedule 1 including, but not limited to the following:
 - 7.7.1 Process the personal data only on the written instructions of the Data Controller unless the Data Processor is otherwise required to process such personal data by law. The Data Processor shall promptly notify the Data Controller of such processing unless prohibited from doing so by law.
 - 7.7.2 Ensure that it has in place suitable technical and organisational measures (as approved by the Data Controller) to protect the personal data from unauthorised or unlawful

processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures. Measures to be taken are set out in Schedule 1.

- 7.7.3 Ensure that any and all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential; and
- 7.7.4 Not transfer any personal data outside of the European Economic Area without the prior written consent of the Data Controller and only if the following conditions are satisfied:
 - (A) The Data Controller and/or the Data Processor has/have provided suitable safeguards for the transfer of personal data;
 - (B) Affected data subjects have enforceable rights and effective legal remedies;
 - (C) The Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and
 - (D) The Data Processor complies with all reasonable instructions given in advance by the Data Controller with respect to the processing of the personal data.
- 7.7.5 Assist the Data Controller at the Data Controller's cost (written confirmation will be requested from the Data Controller, before any costs are levied), in responding to any and all requests from data subjects in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office);
- 7.7.6 Notify the Data Controller without undue delay of a personal data breach;
- 7.7.7 On the Data Controller's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Data Controller on termination of this agreement unless it is required to retain any of the personal data by law; and
- 7.8 Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause 7 and to allow for audits by the Data Controller and/or any party designated by the Data Controller.
- 7.9 The Data Processor shall not sub-contract any of its obligations with respect to the processing of personal data under this Clause 7.
- 7.10 Either Party may, at any time, and on at least 30 Business Days' notice, alter this Clause 7, replacing it with any applicable data processing clauses or similar terms that form part of an applicable certification scheme. Such terms shall apply when replaced by attachment to this agreement.

8. TRAINING

8.1 The Company will provide the following training at no additional cost:

8.1.1 interactive walkthrough training built into the CMS;

8.1.2 supporting documentation and training videos.

8.2 Additional training will be subject to additional fees at the Company's current rates.

9. SUPPORT SERVICES

9.1 The Company will provide telephone and email support during Business Hours to the Client.

9.2 The Company will provide a limited out of hours service outside of Business Hours to the Client. Out of hours support is limited to critical issues only.

9.3 The Client must promptly submit to the Company sufficient material and information to deal with any issues raised. The Company will attempt to resolve the problem. Where appropriate, the Company will endeavour to give an estimate of how long a problem may take to resolve and will keep the Client informed of progress of the problem resolution.

9.4 On-site support is currently not provided by the Company.

9.5 The Company reserve the right to charge for support at the rate of £75 per hour where the problem has been caused by any modification, variation, addition, incorrect use or abuse to the CMS by the Client or as a result of the Client's breach of this agreement, unless written approval is given by the Company for the modification, variation or addition which resulted in the problem to be caused.

9.6 Definitions of support request categories and SLA targets are detailed in Schedule 3

10. HOSTING

10.1 Unless stated otherwise, the CMS Licence includes hosting of the Client website.

10.2 Any website not using a CMS provided by the Company may be hosted by the Client or a nominated representative at another location if required by the Client.

10.3 Where a website is hosted on the Company servers:

10.3.1 the Client website will be backed up daily and will be hosted on servers which are subject to the Company's full disaster recovery plan; and

10.3.2 the Company will provide the Client with online access to statistics associated with the Client Website.

10.4 Data storage:

10.4.1 the Company will provide Clients with an agreed storage allocation to be used for the sole purpose of delivering information via the Services provided by the Company;

10.4.2 where no storage allocation is agreed the following allocation will apply:-

10.4.2.1 Base Allocation – 10Gb

10.4.3 where the Client is close to utilising their storage allocation, the Client will be contacted by their account manager to discuss the Clients storage requirements

10.4.4 storage beyond the base allocation agreed with the Client will be charged at £60 per Gb per annum which will be added and itemised to the Clients annual support fees.

10.5 Bandwidth

10.5.1 the Company will provide Clients with an agreed bandwidth allocation to be used for the sole purpose of delivering information via the services provided by the Company:

10.5.2 where no bandwidth allocation is agreed the following allocations will apply:-

10.5.2.1 Base Allocation – unlimited per month

10.5.3 Bandwidth beyond that allocated to the Client will be charged at £5 per Gb per month which will be added and itemised to the Clients annual support fees.

11. COMMENCEMENT AND DURATION

11.1 The Company shall provide the Services to the Client in accordance with this agreement from the Agreement Date.

11.2 This agreement shall continue for the Term, unless it is terminated in accordance with clause 19.

12. COMPANY'S RESPONSIBILITIES

12.1 The Company shall use reasonable endeavours to provide the Services in accordance with the Order Confirmation in all material respects.

12.2 The Company shall use reasonable endeavours to meet any performance dates but any such dates shall be estimates only and time for performance by the Company shall not be of the essence of this agreement.

12.3 The Company will obtain all necessary rights, permissions, licences (including where necessary, all relevant and appropriate licences from any third party owners of Intellectual Property Rights) and consents where necessary for the provision of the Services.

13. CLIENT'S OBLIGATIONS

13.1 The Client shall:

13.1.1 co-operate with the Company in all matters relating to the Services;

13.1.2 provide, for the Company, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other facilities as required by the Company;

- 13.1.3 provide, in a timely manner, such material and other information as the Company may require, and ensure that it is accurate in all material respects;
 - 13.1.4 obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services before the date on which the Services are to start
 - 13.1.5 promptly respond to any requests by the Company (for information or otherwise) and in any event within two business days of a request;
 - 13.1.6 co-operate with the Company in all matters relating to the Services;
 - 13.1.7 ensure any information, data or material it supplies is complete and accurate; and
 - 13.1.8 only use the Services and CMS in accordance with the Company's instructions.
- 13.2 If the Company's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, the Company shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.
- 13.3 The Client shall be liable to pay to the Company, on demand, all reasonable costs, charges or losses sustained or incurred by the Company (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this agreement, subject to the Company confirming such costs, charges and losses to the Client in writing.
- 13.4 The Client shall not, without the prior written consent of the Company, at any time from the Agreement Date to the expiry of 12 months after the completion of the Services or termination or expiry of this agreement, solicit or entice away from the Company or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the Company in the provision of the Services.
- 13.5 Any consent given by the Company in accordance with clause 13.4 shall be subject to the Client paying to the Company a sum equivalent to 20% of the then current annual remuneration of the Company's employee, consultant or subcontractor or, if higher, 20% of the annual remuneration to be paid by the Client to that employee, consultant or subcontractor.

14. CHANGE CONTROL

- 14.1 If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other party in writing (**Change Request**).
- 14.2 If the Company originates a Change Request, it shall provide, with the Change Request, written details of the impact which the proposed change will have on:
- 14.2.1 the Services;
 - 14.2.2 the Company's existing charges;
 - 14.2.3 the timetable of the Services; and

- 14.2.4 any of the terms of this agreement.
- 14.3 The Company may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.
- 14.4 If the Client originates a Change Request, the Company shall, as soon as reasonably practicable after receiving the Change Request, provide a written estimate to the Client setting out:
- 14.4.1 the likely time required to implement the proposed change;
- 14.4.2 details of the impact which the proposed change will have on:
- 14.4.2.1 the Services;
- 14.4.2.2 the Company's existing charges;
- 14.4.2.3 the timetable of the Services; and
- 14.4.2.4 any of the terms of this agreement.
- 14.5 Unless both parties consent to a Change Request, there shall be no change to the Services and any other terms of this agreement.
- 14.6 If both parties consent to a Change Request, it shall be signed by the authorised representatives of both parties, upon which the Change Request becomes a **Change Order**.
- 14.7 If either party is unwilling to accept a Change Request suggested by the other (or a term of any proposed Change Order), then the other party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in clause 32.
- 14.8 The Company may charge for the time it spends on dealing with Change Requests originating from the Client on a time and materials basis in accordance with clause 15.

15. CHARGES AND PAYMENT

- 15.1 The parties agree that the Company may review and increase the Fees, provided that such charges cannot be increased more than once in any 12 month period. The Company shall give the Client written notice of any such increase one month before the proposed date of that increase. The Fees for the CMS and the Services provided are specified in the Order Confirmation.
- 15.2 Invoices for payment of the fees will be issued according to the payment schedule specified in the Order Confirmation.
- 15.3 Unless otherwise agreed the software, support and maintenance fee will be payable annually in addition to the Fee as further detailed in the Order Confirmation.
- 15.4 All invoices will be paid by the Client in full and cleared funds within 14 days of their date of issue. Time for payment is of the essence.

- 15.5 In consideration of the CMS Licence and the provision of the Support Services the Client shall pay to the Company the annual support and maintenance Fee within 14 days of receipt of invoice(s) in respect thereof.
- 15.6 If the Fee or any other sum payable by you to us under this agreement is not paid when due then the Company shall be entitled to:
- 15.6.1 charge the Client statutory interest on the total amount due;
- 15.6.2 such interest shall accrue on a daily basis from the due date until actual payment, whether before or after judgement. The Client shall pay the interest together with the overdue amount; and/or
- 15.6.3 suspend provision of the Services (including access to the CMS) until such overdue payment has been made in full.
- 15.7 In the event that the Services are suspended or terminated for any reason other than the Company fault, a reinstatement fee of £100 is payable by the Client to cover the Company's administrative costs in dealing with the suspension.
- 15.8 All Fees and Supplemental Fees are exclusive of applicable Value Added Tax or other relevant taxes.
- 15.9 In order to maintain continuity of services, annual licences for products or services provided by the Company will be automatically renewed upon expiration, unless notified in writing by the Client a minimum of 28 days before the date of renewal.
- 15.10 The minimum length of service is 12 months, shorter periods are not available.
- 15.11 The annual licence fee invoice represents an agreement to engage the Company for a further 12 months and payment of this invoice is acceptance of the Company Services and is non-refundable.
- 15.12 Where notification is given of a change to the CMS Licence cost, the Client may, without penalty, terminate this agreement on its renewal date.
- 15.13 The Fee shall become payable in full immediately on the occurrence of the following events:
- 15.13.1 the school changing hands or being taken over by a different body than that which existed at the date of signature;
- 15.13.2 an amalgamation of the school, with another school or any other entity;
- 15.13.3 the financial position of the Client deteriorates to the extent that the Company considers it cannot fulfil its obligations under the agreement;
- 15.13.4 breach of contract of a material term of the agreement; or
- 15.13.5 on termination or expiry (howsoever arising).
- 15.14 All invoices are payable within 14 days of the issue date.

15.15 All sums payable to the Company under this agreement shall become due immediately on its termination, despite any other provision. This clause 15.15 is without prejudice to any right to claim for interest under the law, or any such right under this agreement.

15.16 All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

16. INTELLECTUAL PROPERTY RIGHTS

16.1 As between the Client and the Company, all Intellectual Property Rights and all other rights in the Pre-existing Materials and any Deliverables which are created by the Company specifically for the Client and which have not yet been paid for in full shall be owned by the Company. Subject to clause 16.2, the Company licenses all such rights to the Client free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Client to make reasonable use of the Services. If this agreement expires or is terminated in accordance with clause 19, this licence will automatically terminate.

16.2 The Client acknowledges that, where the Company does not own any of the Pre-existing Materials, the Client's use of rights in Pre-existing Materials is conditional on the Company obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle the Company to license such rights to the Client.

16.3 The Client acknowledges that it has not by virtue of the CMS Licence, acquired any rights to any and all of the copyright, trademarks, trade names, patents and other Intellectual Property Rights of any nature whatsoever subsisting in or used in connection with the Services including all Documentation and manuals relating thereto. The Client shall not during or at any time after the expiry or termination of the Licence of this agreement in any way question or assert any rights in relation to the same.

16.4 In the event that new inventions, designs or processes evolve in performance of or as a result of the Licence, the Client acknowledges that it shall have no rights in relation to the same.

16.5 The Company will make no claim as to the copyright of any content added to the Client's website by the Client.

16.6 The Client must obtain permissions from the copyright holder before uploading any copyrighted information to the Client website and shall indemnify the Company on a full indemnity basis for its failure to comply with this clause.

17. CONFIDENTIALITY AND THE COMPANY'S PROPERTY

17.1 The Client undertakes that it shall not at any time disclose to any person technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Client by the Company, its employees, agents, consultants or subcontractors or of any member of the group of companies to which the Company belongs and any other confidential information concerning the Company's business or its products which the Client may obtain, except as permitted by clause 17.2.1.

17.2 The Client may disclose the Company's confidential information:

- 17.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement provided that such recipient is not to a direct competitor of the Company. The Client shall ensure that its employees, officers, representatives or advisers to whom it discloses the Company's confidential information comply with this clause 17; and
 - 17.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 17.3 The Client shall not use the Company's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.
- 17.4 Save as expressly set out in this agreement, all materials, equipment and tools, drawings, specifications and data supplied by the Company to the Client shall, at all times:
 - 17.4.1 be and remain the exclusive property of the Company;
 - 17.4.2 be held by the Client in safe custody at its own risk and maintained and kept in good condition by the Client until returned to the Company; and
 - 17.4.3 not be disposed of or used other than in accordance with the Company's written instructions or authorisation.

18. LIMITATION OF LIABILITY

- 18.1 Nothing in this agreement shall limit or exclude the Company's liability for:
 - 18.1.1 death or personal injury caused by its negligence;
 - 18.1.2 fraud or fraudulent misrepresentation; or
 - 18.1.3 breach of the terms implied by the Consumer Rights Act 2015 (where applicable) (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 18.2 Subject to clause 18.1, the Company shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:
 - 18.2.1 loss of profits;
 - 18.2.2 loss of sales or business;
 - 18.2.3 loss of agreements or contracts;
 - 18.2.4 loss of anticipated savings;
 - 18.2.5 loss of or damage to goodwill; and
 - 18.2.6 any indirect or consequential loss.
- 18.3 Subject to clause 18.1, liability for loss of use or corruption of software, data or information, shall reside with the party proven to have failed to perform their duties under this agreement.

- 18.4 Subject to clause 18.1 and 18.3, the Company's total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to one hundred per cent (100%) of the average annual Fees (calculated by reference to the charges in successive 12 month periods from the Agreement Date) paid by the Client under this agreement.
- 18.5 The Client acknowledges that the Services are not uninterrupted or error-free and agree that the existence of such errors shall not constitute a breach of this agreement by the Company.
- 18.6 In the event that a material error is discovered in the CMS which substantially affects the Client's use of the same and provided that the Client notifies the Company of the error within 90 days from the date of the final invoice (**Warranty Period**) the Company shall at the Company's sole option either refund the Fee (or proportion of the Fee having deducted the Company's reasonable costs for Services provided, which are not defective) or use all reasonable endeavours to correct or replace the part of which does not so comply provided that such non-compliance has not been caused by any modification, variation or addition not performed by the Company or caused by its incorrect use, abuse or use with other software or on equipment with which it is incompatible.

19. TERMINATION

- 19.1 Subject to the Cancellation Policy, either party may by notice in writing terminate this agreement if the other party is in breach of any term, condition or provision of this agreement or the Licence and fail to remedy such breach (if capable of remedy) within 30 days of having received written notice of such breach from the other party requiring it to be remedied.
- 19.2 Without prejudicing its other rights and remedies, the Company shall be entitled to terminate this agreement immediately on notice without liability to the Client if:
- 19.2.1 the Client takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
 - 19.2.2 the Client suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
 - 19.2.3 the Client's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under this agreement has been placed in jeopardy;
 - 19.2.4 the Client fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment; or
 - 19.2.5 there is a change of Control of the Client.
- 19.3 Either party may terminate by giving to the other party not less than 30 days prior written notice, such notice to take effect after the first anniversary of this agreement.

20. CONSEQUENCES OF TERMINATION

- 20.1 Upon expiry or termination for any reason the Client will pay to the Company all costs and expenses including legal and other fees which are incurred by the Company as a result of the Client breach and all arrears, fees, charges or other payments arising in respect of the services, the CMS Licence or otherwise.
- 20.2 On termination or expiry of this agreement:
- 20.2.1 the Client shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt;
- 20.2.2 the following clauses shall continue in force: clause 7 (Data), clause 16 (Intellectual property rights), clause 17 (Confidentiality and the Company's property), clause 18 (Limitation of liability), clause 28 (Conflict) and clause 33 (Governing law and jurisdiction).
- 20.3 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

21. FORCE MAJEURE

- 21.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:
- 21.1.1 acts of God, flood, drought, earthquake or other natural disaster;
- 21.1.2 epidemic or pandemic;
- 21.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- 21.1.4 nuclear, chemical or biological contamination or sonic boom;
- 21.1.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- 21.1.6 collapse of buildings, fire, explosion or accident;
- 21.1.7 any labour or trade dispute, strikes, industrial action or lockouts;
- 21.1.8 non-performance by suppliers or subcontractors; and
- 21.1.9 interruption or failure of utility service.
- 21.2 Provided it has complied with clause 21.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable

for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

21.3 The corresponding obligations of the other party will be suspended, and it's time for performance of such obligations extended, to the same extent as those of the Affected Party.

21.4 The Affected Party shall:

21.4.1 as soon as reasonably practicable after the start of the Force Majeure Event but no later than seven days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, it's likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and

21.4.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

21.5 If the Force Majeure Event prevails for a continuous period of more than four weeks, the Company may terminate this agreement by giving 14 days' written notice to all the other party. On the expiry of this notice period, this agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this agreement occurring prior to such termination.

22. ASSIGNMENT AND OTHER DEALINGS

22.1 This agreement and the licence is personal to the Client and the Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

22.2 The Company may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement.

23. VARIATION

Subject to clause 14, no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

24. WAIVER

24.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

24.2 A failure or delay by the Company to exercise any right or remedy provided under this agreement, the licence or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

25. RIGHTS AND REMEDIES

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

26. SEVERANCE

- 26.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 26.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

27. ENTIRE AGREEMENT

- 27.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 27.2 The Client agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. The Client further agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 27.3 This agreement and any applicable Order Confirmation represent the entire agreement between the Client and the Company and which may only be varied, amended or modified by the prior written agreement of one of the Company's directors.
- 27.4 This agreement applies to the exclusion of any terms and conditions presented at any time and in any form by the Client to the Company or which are implied by trade, custom, practice or course of dealing and the Client waive any right, which the Client might have to rely on such terms and conditions.

28. CONFLICT

If there is an inconsistency between any of the provisions of this agreement and the provisions of the Schedules, the provisions of this agreement shall prevail.

29. NO PARTNERSHIP OR AGENCY

- 29.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 29.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

30. THIRD PARTY RIGHTS

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

31. NOTICES

- 31.1 Any notice to be given by either party to the other may be sent by recorded delivery to the address of the other party as appearing herein, as set out in the Confirmation, or such other address as such party may from time to time have communicated to the other in writing (by post or email) and if so sent shall be deemed to be served two days following the date of posting.
- 31.2 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

32. DISPUTE RESOLUTION PROCEDURE

- 32.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then except as expressly provided in this agreement, the parties shall follow the procedure set out in this clause:
- 32.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the parties shall attempt in good faith to resolve the Dispute; and
- 32.1.2 if the parties are for any reason unable to resolve the Dispute within 14 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 10 days after the date of the ADR notice.
- 32.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 33 which clause shall apply at all times.
- 32.3 If the Dispute is not resolved within 10 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 10 days, or the mediation terminates before the expiration of the said period of 10 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 33 in this agreement.

33. GOVERNING LAW AND JURISDICTION

- 33.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 33.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the Agreement Date.

34. SCHEDULE 1 – DATA POLICY

Introduction

For the purpose of this policy, the Company shall mean **we/us/our**.

The Company needs to gather and use certain information about individuals. These can include customers, suppliers, business contacts, employees and other people the organisation has a relationship with or may need to contact.

The Company considers itself to be compliant with the Data Protection Legislation, including GDPR.

Data Protection Law

GDPR describes how organisations must collect, handle and store personal information.

These rules apply regardless of whether data is stored electronically, on paper or on other materials.

To comply with the law, personal information must be collected and used fairly, stored safely and not disclosed unlawfully.

Data we Control

The Company acts as a Data Controller for data it collects in order to carry out its business. The company collects and processes the following personal data:

- Title
- First Name
- Surname
- Email Address
- Phone Number
- Job Title
- Company/School Name linked to Data Subject
- IP Address

This data may be stored in the following system(s):

- **CRM** – Salesforce – We use this system to ensure that we know the person(s) responsible for the services we provide. Whom to contact under specific circumstances and who is authorised to make requests on behalf
- **CMS** – Each person who wishes to make changes to a website powered by our CMS must have a user account
- **Email Contact** – Mailchimp – We use Mailchimp as our mailing system. This system is used to send you emails for various reasons. You are able to opt out of specific types of emails, or all emails. The only exception is important emails relating to the service we provide you.

- **Project Communications** – Basecamp – We use Basecamp as a project communication tool. This allows for collaborative online discussion relating to your project and for sharing work in progress.

We will process this information only while you remain a contact at the organisation defined as The Client in this document. Should you leave the organisation or if the organisation ceases their contract with The Company, your data will be removed from our system. The only exception to this would be if you have chosen to still receive email communications from us. However, you may opt-out at any time.

Subject Access Requests

Should you wish to make a subject access request, you should complete the form at <https://www.e4education.co.uk/sar>

Data we Process for you

Where we have been appointed as a Data Processor, the following section details how we process, store and transmit the data.

Data Processing

When processing data, we will only do so in the manner that we have been authorised to do so by the Data Controller.

Data Storage

Where data is stored, which would be deemed as Personal Data under the definition contained in the GDPR, this data will only be stored in an encrypted manner. Data is salted, and one or more industry standard and safe encryption methodologies will be used. No personal data will ever be stored in a plain text format.

Data and backups will always be stored within the EEA.

Data will be backed up on a daily basis to ensure continuity and integrity of the data. Any backups will be stored securely.

The physical locations where the data resides are also secured 24/7. Access to the physical servers is highly restricted. The locations also have advanced power management and fire protection systems in place to ensure a high level of data availability.

Where a client leaves The Company, personal data stored on behalf of the client will be removed in accordance with the Data Storage section below.

Data Transmission

Where data is transmitted between The Company servers, between 3rd party providers and The Company or between website visitors and The Company. This will be transmitted using SSL or other similarly secure methods of transmission.

Data Access

Access to data will be restricted only to those personnel that are required to have access in order to provide the services provisioned by the Client from The Company.

Any personnel with access to personal data will have received the proper level of training to ensure that data is protected and processed in accordance with the authorised usage.

The Company will ensure that passwords used by employees are of sufficient complexity, and where appropriate will add additional layers of security, for example encryption keys or 2fa.

Data Retention Periods

This section describes the duration personal data must be stored to meet the company's data protection standards, and to comply with the law. Not all data in this table would contain personal data as defined in the GDPR.

Data Breach Reporting

We will notify serious data breaches in respect of your Data to the ICO without undue delay, and where feasible, not later than 72 hours after having become aware of same. If notification is not made after 72 hours, we will record a reasoned justification for the delay; however, it is not necessary to notify the ICO where the Personal Data breach is unlikely to result in a risk to the rights and freedoms of natural persons. A Personal Data breach in this context means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

We will keep a record of any data breaches, including their effects and the remedial action taken, and will notify you and your nominated Data Protection Officer, of any data breach affecting your Personal Data without undue delay.

In the event of a serious data breach in respect of User Uploaded Data where we act as the Data Processor, we will notify the relevant Data Controller of such a confirmed breach as soon as reasonably practicable and no later than 72 hours.

Information	Retention
Media Photography – raw Photography – edited	3 months from the date photography taken. 1 year from the date photography taken.
Virtual Tours Raw Images Final Tour	3 months from the date photography taken. For the duration of the contract, or date client requests removal – Whichever is longer
Videography Raw footage Edited footage	3 months from final approval. For the duration of the contract, or date client requests removal – Whichever is longer
Websites	Backups retained for the duration of your contract. Where a client cancels their contract with The Company we will retain a backup for 3 months after the date the Client requests that the website is switched off. Any access to the website during this time will incur a charge of £250 + pro rata SSM for the duration that they require it. Note: Data that could be deemed as personal data, will not be retained and will be deleted within 24 hours of the site being switched off, unless otherwise requested at the time of the cancellation of the services.
Design Files	The final file to be retained for 5 years from the date of sign off. All other files to be retained for 6 months from period of design sign off.
Prospectuses	Final approved design will be retained for a period of 2 years.
Content – word documents	3 months after the site is live.
Personal Data processed by the Company (Data Processor) on behalf of the Client (Data Controller)	As specified by the Data Controller, or in the instance that the Data Controller is no longer a client of the Company, a maximum of 5 working days from the date this agreement terminates

35. SCHEDULE 2 – CANCELLATION POLICY

This cancellation policy is designed to give our clients full transparency of the charges they will face, should appointments or contracts be cancelled once agreed.

Where we have agreed a payment schedule with you over a period of years, upon cancelling the payment schedule will be revoked and all outstanding balances will be due 14 days after the issuing of an invoice.

1 Websites

Websites include full bespoke websites, predesigned and holding sites.

1.1 Cancelling within 14 calendar days

No payment due.

1.2 Cancelling before website design is signed off

Payment will be due for work that has been completed to this point, depending on the format of order confirmation this will either be a maximum of 100% of the website design portion or 50% of the full website costs.

1.3 Cancelling after website design is signed off

Once you have signed off your design we will start building your website. At this stage you will be liable for the full cost of the website.

2 Cancelling your annual website fee

You must cancel at least 28 calendar days before your next annual fee is due, you will be liable for the full annual fee if you fail to cancel in that timeframe.

No partial refund will be given for cancelling part way through the year.

3 Bespoke changes to an existing website (Design or Functionality)

When you request that we make a change to your existing website you will be informed of any cost before work commences. Where possible we will provide you with a mock-up of the changes before you give approval to commence. If you change your mind once you have given approval you will be liable for up to 100% of the agreed cost, depending on how much work has been completed.

4 Graphic Design

(Prospectuses, fliers, posters etc)

Once you have given us the go-ahead to commence work, if you cancel before completion you will be liable for a percentage of the fee, up to 100%, depending on work completed at that point.

5 Print

(Prospectuses, fliers, posters etc)

5.1 Before the print process has begun

You will be liable for a percentage of the agreed price, depending on work completed to that point, up to a maximum of 50% of the agreed price.

5.2 After the print process has started

Once the print process has started you will be liable for the 100% of the agreed price.

6 Photography, Videography & Virtual Tours

Where your order confirmation shows that photography or virtual tours are included in your overall package a fee of £800 will be used in the calculations below:

Depending on your physical location it may have been necessary to arrange overnight accommodation. Where possible we will attempt to cancel/re-arrange this, however in the event that we are unable to do so, this cost will also become liable in points 6.1 to 6.4 below.

6.1 Cancelling 10 working days or more before your scheduled shoot

No payment due

6.2 Cancelling between 5 and 10 working days before your scheduled shoot

Where possible we will attempt to arrange for another school to take your spot, where this is not possible you will be liable for 25% of agreed photography price

6.3 Cancelling between 2 and 5 working days before your scheduled shoot

Where possible we will attempt to arrange for another school to take your spot, where this is not possible you will be liable for 50% of agreed photography price

6.4 Cancelling the day or working day before your shoot

Where possible we will attempt to arrange for another school to take your spot, where this is not possible you will be liable for 100% of agreed photography price

36. SCHEDULE 3 – SUPPORT SERVICES

This schedule provides further details on the support that the Company provides for Clients using the the Company CMS.

What is included in the Support Services

Secure hosting of your website on one of our dedicated servers located in the UK.

12-month license of the the Company content management system, allowing you to update your website 24/7 from any internet enabled desktop computer.

Our dedicated support team available by phone or email during Business Hours. Outside of these hours we have staff monitoring our servers for critical issues. Our servers are monitored and supported 24/7, 365 days per year by our data centre advisors.

Advice and support on the following is included and will not incur any additional fees:

- Any aspect of the Content Management System, including
 - Assistance using the CMS
 - Advice on how to add content to your website
 - Discussions about achieving your requirements within the CMS
 - Discussions about possible enhancements and modifications
 - Assistance with uploading files to the CMS
 - Help with converting Videos before uploading
 - Advice on minimising file sizes before uploading
- Discussions about modifications to either how your site looks (the design) or how it operates. (Where significant changes are required, these may incur an additional fee. We'll be sure to advise you before any work commences.)

Daily backup of your live website – Backups are retained for 14 days.

Restoration of your website data, where a user has deleted content by accident.

Online help resources

- User Manual
- Help Website (<http://help.e4education.co.uk>)
- Video Tutorials

Please note that we cannot offer support on any 3rd party software, such as Microsoft Office®

Support Ticket Categories

Support requests will be assessed on receipt and categorised accordingly.

Critical – Access to the core functionality of a critical service is not possible by the majority of users, or there is a high security risk to a product or service.

Major – Access to products or services is not possible by several users or core functionality is not functioning as was originally set out in the development of the product. Any security risk that is not considered low risk would also be categorised as Major.

Normal – Access to a product or service by an individual is not possible or non-core functionality is not functioning as was originally set out in the development of the product.

Minor – Low-impacting functionality is not functioning as was originally set out in the development of the product.

Target SLAs

Below are the target times for responding to reported issues. In the event we anticipate the request taking longer than the targets, we will keep the client informed of the progress of these requests at least once every 24 hours.

Business Hour Targets

Critical – Up to 2 hours

Major – Within 1 working day

Normal – Within 24 hours

Minor – Within 48 hours

Please note that the timings above are the longest we expect to take to answer your requests. In most instances our responses will be quicker.