

STANDARD CONDITIONS THAT WILL SUPPLEMENT OR IN THE EVENT OF CONFLICT PREVAIL OVER YOUR TERMS OF CONTRACT OR FORM THE BASIS OF THE APPOINTMENT.

CONTRACT TERMS AND CONDITIONS

THIS CONTRACT is made on

BETWEEN

KIRKBYMOORSIDE TOWN COUNCIL

The Shambles, Crown Square, Kirkbymoorside YO 62 6AY (“the Town Council”)

AND

CLANNET BROADBAND LTD

The Gale, Stockbridge House, Cawood, Selby YO8 3UJ (“the Service Provider”)

BACKGROUND

1. Ryedale District Council invited Quotes for the provision of WiFi Installation and Management Services (“the Services”)
2. The Service Provider has submitted a Quote which has been accepted by the Town Council
3. The Town Council will proceed to award a contract for the Services (“the Contract”)

THE CONTRACT

1. The following documents are incorporate into the Contract:
 - i. Specification
 - ii. The Quote – extract from tender submitted to Ryedale District Council
 - iii. The Town Council’s Contract Terms and Conditions
 - iv. The Service Level Agreement
2. The documents in Clause 1. Above are termed “the Contract Documents”
3. The Contract Documents shall govern the Contract
4. Where there is any inconsistency or conflict between the Town Council’s Terms and Conditions and the Service Provider’s terms and conditions, the Town Council’s Terms and Conditions shall prevail.

EXECUTED by)

KIRKBYMOORSIDE TOWN COUNCIL)

In the presence of)

Authorised Signatory)

EXECUTED by)
CLANNET BROADBAND LTD)
Acting by its Directors)
Directors / Company Secretary)

TERMS and CONDITIONS of CONTRACT

GENERAL PROVISIONS

Definitions and Interpretation

In this Contract unless the context otherwise requires the following provisions shall have the meanings given to them below:

- “Commencements Date” means [insert start date of contract]
- “Contract Period” means the period from the Commencement Date to:
- a) The date of expiry set out in Clause 1, or
 - b) Such earlier date of termination of the Contract in accordance with the law or the provisions of the Contract.
- “Confidential Information” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the Data Protection Act. Confidential Information shall not include information which:
- a) Was public knowledge at the time of disclosure;
 - b) Was in possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
 - c) Is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
 - d) Is independently developed without access to the Confidential Information.
- “Default” means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or its staff in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other.

“Essential Health & Beauty”	means the business premises of Essential Health & Beauty, 3 Market Place, Kirkbymoorside, York YO62 6AB
“Good Industry Practice”	means standards, practices, methods and procedures conforming to the law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.
“Intellectual Property Rights”	means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.
“Party”	means a party to the Contract.
“Quality Standards”	means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with, and as may be further detailed in the Specification.
“Quote”	means the quote provided by the Supplier pursuant to the invitation to quote.
“Service Level Agreement”	means the services to be provided by the Supplier in accordance with the Service Level Agreement attached hereto.
“Services”	means the services to be supplied as specified in the Service Level Agreement.
“Specification”	means the performance specification contained in the Invitation to Quote.
“Supplier”	means the person, firm or company with whom the Town Council enters into the Contract.
“Town Council”	means Kirkbymoorside Town Council.
“The Order”	means the official order for services between Kirkbymoorside Town Council and the Supplier.

GENERAL PROVISIONS

1. The Contract shall take effect on the Commencement Date. The Contract shall expire automatically 1 year after the commencement date unless it is renewed by the Town Council.

2. For the purposes of communication the addresses of each party shall be:

- a) For Client:

Mrs Lisa Bolland

Clerk for Kirkbymoorside Town Council

The Shambles, Crown Square, Kirkbymoorside YO62 6AY

- b) For the Supplier:

Mr Nick Hall

CLANNET Broadband Ltd

The Gale, Stockbridge House, Cawood, Selby, N Yorks, YO8 3UJ

SUPPLY OF SERVICES

3. The Services shall meet the Quality Standards and type specified in the Invitation to Quote and shall comply in all respects with any description, specification and/or samples previously approved. Installation and provision of the Services should comply with Good Industry Practice.
4. The Supplier will need to gain access to both the Moorside Room and Essential Health and Beauty in connection with the installation and/or delivery of the Services. The Supplier shall at all times comply in every respect with the requirements of the premises owners in relation to operational requirements including all health and safety issues during the installation process and future maintenance activity. The Supplier must, following any installation or maintenance works, leave the property in the same condition as it was before work commenced.

PAYMENT AND CONTRACT PRICE

5. In consideration of the Supplier's performance of its obligations under the Contract for the installation of WiFi equipment, the Town Council will pay the Supplier's invoice for the supply of this equipment within 28 days of this being presented, subject to the installation being satisfactory and the WiFi service operating as intended by this Contract (in this Contract known as "operationally satisfactory").
6. In consideration of the Supplier's performance of its obligations under the Contract for the supply of WiFi management services, the Town Council will pay the Supplier's invoice after it has been presented within 30 days of the WiFi service becoming operationally satisfactory and thereafter monthly. The monthly charge will be the charge identified in the Service Level Agreement.

7. If the Town Council fails to pay the Service Provider undisputed sums of money when due, the Service Provider shall notify the Town Council in writing of such failure to pay. If the Town Council fails to pay such undisputed sums within 90 Working Days of the date of such written notice, the Service Provider may terminate the Contract in writing with immediate effect.

STATUTORY OBLIGATIONS

8. The Supplier shall comply with all legal requirements (including EU and UK) standards relating to the delivery of the Services including without prejudice to the generality of the foregoing with the Data Protection Act 1998.
9. The Supplier agrees not to disclose any information which the Town Council deems Confidential Information to any third party which obligation shall continue to apply after the expiry of the Services in accordance with the Contract.
10. The Supplier warrants that the supply of the Services specified in the Contract does not and will not infringe the Intellectual Property Rights of any third party and the Supplier shall ensure that all other licences, fees or similar expenses in respect of Intellectual Property Rights used in connection with the Services have been paid and are included in the price.
11. All copyright or other Intellectual Property Rights in any work developed, produced or performed by or on behalf of the Supplier in the course of the performance of the Contract shall vest in and be the sole property of the Town Council.
12. The Supplier shall not lawfully discriminate within the meaning and scope of the anti-discrimination legislation of the United Kingdom.
13. Nothing in the Contract shall create or be construed as creating a partnership joint venture a contract of employment or relationship of employer and employee or a relationship of principal and agent between the Town Council and the Supplier.
14. Without prejudice to the Town Council's obligations under the Freedom of Information Act, neither party shall make any press announcement or publicise the services being provided under this Order without the consent of the other Party.

CONTROL OF THE CONTRACT

15. The Supplier shall not assign or subcontract the Contract in whole or in part.
16. The Town Council may cancel the Contract with immediate effect if the Supplier becomes bankrupt, has a receiver appointed, goes into liquidation, undergoes a change of control or commits an offence under any prevention of corruption legislation.
17. Where a complaint is received about the standard of Services or about the manner in which any Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Supplier's obligations under the Contract, then the Town Council shall notify the Supplier in writing, and where considered appropriate by the Town Council, investigate the complaint. The Town Council will endeavour to resolve the dispute. Where the Supplier is in Default of

their obligations under the Contract the Town Council has the right to terminate this Contract immediately on written notice.

18. The Town Council or Supplier has the right to review the Services being provided by the Supplier in accordance with the Service Level Agreement and by agreement to make alterations to the Service Level Agreement to improve the Service. If agreement cannot be reached, either party has the right to terminate the Services being provided in accordance with the Contract by giving 1 month's notice in writing of its intention to do so.
19. Either party has the right to terminate the Contract by giving 1 month's notice in writing to the other of its intention to do so.
20. Where termination of the Contract occurs the WiFi equipment will remain the property of the Town Council. The Supplier will assist and co-operate with the Town Council to ensure an orderly transition of the provision of the Services to the alternative supplier and/or the completion of any work in progress to allow continuation of the WiFi service.

DISPUTE RESOLUTION

21. The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 20 Working Days of either party notifying the other of the dispute.
22. Nothing in this dispute resolution procedure shall prevent the parties from seeking from any court of competent jurisdiction an interim order restraining the other party from doing any act or compelling the other party to do any act.
23. If the dispute cannot be resolved by the parties then the parties shall refer it to mediation unless the Town Council considers that the dispute is not suitable for resolution by mediation.
24. The procedure for mediation and consequential provisions relating to mediation are as follows:
25. Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
26. If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the parties once it is signed by their duly authorised representatives.
27. The supplier shall indemnify the Town Council and keep them indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or the late or purported supply, of the Services or the performance or non-performance by the Supplier of its obligations under the Contract or the presence of the Supplier or any staff on the premises to which WiFi equipment is being installed, including in respect of any death or personal injury, loss of or

damage to property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused directly or indirectly by any act or omission of the Supplier. The WiFi service is provided on a 'best efforts' basis once in operation, due to the complexities of the supplier chain (i.e. failure of phone line, damage to WiFi receiver etc). The Supplier shall insure its obligations and liability under the Order with a reputable insurance company to:

- a) Public liability insurance to a minimum of one million pounds (£1,000,000);
- b) Employer's liability insurance to a minimum of one million pounds (£1,000,000);

**SERVICE LEVEL AGREEMENT BETWEEN KIRKBYMOORSIDE TOWN COUNCIL AND THE
SERVICE PROVIDER**

SERVICE LEVEL AGREEMENT FOR THE PROVISION OF WIFI SERVICES

KIRKBYMOORSIDE TOWN COUNCIL

CALNNET Broadband Ltd

20th February 2017

PART A – AGREEMENT OVERVIEW

1.0 Parties to the Agreement:

1.1 This document is a Service Level Agreement (“SLA”) between the following parties:

- Kirkbymoorside Town Council
- CLANNET Broadband Ltd

2.0 Obligations

2.1 CLANNET will deliver the agreed services / deliverables attributable to them as outlined in Part B of this Agreement or in subsequently agreed associated agreements to the agreed timeframes, standards and costs as defined in the invitation to Quote.

2.2 Kirkbymoorside Town Council will pay for the agreed services / deliverables as follows:

- The monthly service charge of 65.33/month (ex VAT) within 30 days of the WiFi service becoming operational to the reasonable satisfaction of the Town Council and thereafter monthly. Any calls made on the line will be included in the monthly charge.

2.3 Both parties agree to act in good faith and in reasonable and timely manner with regard to the operation of the Agreement.

3.0 Scope of the Agreement

3.1 This Service Level Agreement needs to be read in conjunction with the Contract.

3.2 This Agreement articulates specific agreed services / deliverables as outlined in section B.

4.0 Environment For Co-Operation

4.1 In the spirit of delivering a WiFi service it is important that CLANNET works closely with Kirkbymoorside Town Council and WiFi users to develop an environment of cooperation to maximise the benefits of WiFi in Kirkbymoorside, using the following principles:

- That CLANNET services are delivered in line with this agreement;
- That Kirkbymoorside Town Council pay for the services in a timely manner;
- Collaboration and co-operation;
- Ensuring that service activities are delivered and actions taken;
- Openness – communicating openly about concerns, issues or opportunities relating to the services provided;
- Learning, developing and achieving potential – sharing information, experience and skills to learn from each other and develop new ways of developing the benefits of WiFi;
- Working collaboratively to identify business improvements, eliminate inefficiencies and reduce the cost of service provision;
- Focusing on excellent customer and public service.

5.0 Term of the Agreement

- 5.1 The term of the Agreement, which covers the services will commence on _____ and extend until this agreement is terminated in accordance with the Contract. The Service Level Agreement will be reviewed annually by the parties.
- 5.2 Termination of this Service Level Agreement can take place in accordance with the Contract.

PART B – DELIVERABLES

6.0 The Agreed Services / Deliverables

- 6.1 The Agreed Services to be provided by the Service Provider are as follows:
- Full hotspot configuration, including desired network configuration to fit with project needs.
 - Integration in to the CLANNET cloud services.
 - Handling user's registration, responding to support requests from users, maintaining user's data including hourly backups and producing quarterly reports of usage statistics.
 - All security to ensure that WiFi access is not abused, this should include both material content and the amount of data downloaded and to ensure that at registration when members of the public sign up, that no liabilities for failure of the service pass to Kirkbymoorside Town Council. The WiFi service is provided on a 'best efforts' basis once in operation, due to the complexities of the supplier chain (i.e. failure of phone line, damage to WiFi receiver etc).
 - Compliance with all Health and Safety regulations associated with the supply, installation and delivery of service.
 - Hardware will be guaranteed for the first 12 months, after which failures & repairs will become chargeable. Third party damage to equipment is not covered by any guarantee and will be a chargeable repair. Responsibility to recover any such costs from a third party lies with Kirkbymoorside Town Council.

6.2 Service Standards to be achieved by CLANNET

The following service standards will be achieved and maintained during the delivery of this service:

- The backend hotspot cloud system is to be provided by the Service provider and for resilience should be based at two separate site locations.
- User details should be backed up between sites every 60 minutes, enabling the service to be maintained during system outages.

- Full monitoring and reporting across the network is to be in place, and if a problem is detected automated systems should notify technical staff via email for investigation.
- If internet connectivity is lost at the hotspot site, the hotspot splash page should alert users to the fault during login. The monitoring system should detect the fault, and we will alert a nominated local contact to investigate. Full connectivity will be reinstated as soon as is reasonably possible, due to dependencies on third parties.

6.3 Key Information to be provided to CLANNET

Kirkbymoorside Town Council will:

- Endeavour to ensure that a reliable internet connection for the WiFi hotspot is available.
- Provide contact details for at least one local contact, to whom CLANNET can alert local environmental factors affecting the Kirkbymoorside WiFi hotspot service.

6.4 Payment For Services

In consideration of CLANNET's performance related to its obligation under the Contract, Kirkbymoorside Town Council will pay for Services in accordance with the Contract.

6.5 Key Contact Details

The key contact details for the purposes of this agreement are as follows:

- Lisa Bolland – Kirkbymoorside Town Council, The Shambles, Crown Square, Kirkbymoorside YO62 6AY
Tel: 01751 432217 Email town.clerk@kirkbymoorsidetowncouncil.gov.uk
- Nick Hall – CLANNET Broadband Ltd, The Gale, Stockbridge House, Cawood, Selby, YO8 3UJ
Tel: 01757 668179 Email: halln@clannet.co.uk

EXECUTED by)

KIRKBYMOORSIDE TOWN COUNCIL)

In the presence of)

Authorised Signatory)

EXECUTED by)

CLANNET BROADBAND LTD)

Acting by its Directors)

Directors / Company Secretary)

FREEDOM OF INFORMATION DISCLOSURE

KIRKBYMOORSIDE TOWN COUNCIL

Freedom of Information Act 2000: Information Disclosure Form

The Town Council is committed to the principle of open government and may disclose, upon request, information that it considers to be in the public interest to disclose.

Please state below any information that you specifically do not wish the Town Council to disclose together with any timescale relating to this non-disclosure, e.g. for the first 6 months, lifetime of the contract, etc.

Please note that the Town Council may still need to disclose such information if necessary to comply with its obligations under the Act.

I agree that information relating to this offer/contract may be disclosed, save for the information specified below which we consider to be commercially confidential:

Signature:

Mr Nick Hall
Managing Director
CLANNET Broadband Ltd
The Gale
Stockbridge House
Cawood
Selby
YO8 3UJ

Dated: