

## Terms & conditions

### Out of scope work

The Deliverables are as described in the relevant Service Definition. Following commencement of this contract, the Parties will work together in good faith to agree a detailed “Scope of Work” which will set out the responsibilities of the Parties with respect to delivery and integration of the Deliverables. The Scope of Work must specify all integration work that is to be carried out, and any such work must be planned for the first 12 months of the contract.

Any work that is out of scope, including but not limited to additional customisation or tasks that require regular manual intervention from SocietyWorks, may be chargeable. In such cases SocietyWorks will supply a quote for Buyer approval before commencing the work.

Notwithstanding anything else contained in the contract, integration work that has either not been specified in the kick-off phase or which is required by the Buyer after the first anniversary of the contract is out of scope and will be chargeable by SocietyWorks on a time and materials basis at the rate of £1,200 per day.

### Deliverables (other restrictions)

Asset layer restrictions by package and selection of payment providers (if payment systems are to be used) are also subject to the same conditions as integrations. Agreement of asset layer type and availability should be agreed as part of project kick-off and added within the first 12 months of the contract. The payment provider of choice needs to be agreed during project kick-off and integration completed within the first 12 months of the contract otherwise they will fall out of scope. The Buyer is responsible for sourcing and making available any asset layer they wish to use.

### Domain name

The Buyer will be responsible for maintaining any custom domain name that it intends to use in connection with the Deliverables (e.g. [servicename].council.gov.uk) and will be responsible for ensuring that such domain resolves to the IP address for the website as supplied by SocietyWorks from time to time. The Buyer is entirely responsible for any loss of availability to the Deliverables caused by its failure to do so.

### Data warranties

Where Deliverables contain functionality that allow users of the Deliverables to submit content and/or data (“User Generated Data”), the Buyer acknowledges that SocietyWorks does not have

responsibility for any such User Generated Data that may be received or made available by SocietyWorks in connection with the Deliverables. The Buyer warrants that any User Generated Data will not be illegal, obscene, threatening, defamatory, discriminatory, promote illegal or unlawful activity, or be otherwise actionable or in violation of any rules regulations or laws to which the website is subject. The Buyer will be solely responsible for the accuracy and legality of the content of the website supplied by the Buyer and the users of the Deliverables.

Each Party will notify the other as soon as reasonably possible after becoming aware of, or becoming aware of any third-party allegation of: (i) a breach of these data warranties; (ii) any material on the website that infringes the rights of any third party; (iii) any breach of data protection law connected with the use of the Deliverables (including the operation of websites associated with the Deliverables).

## Termination/transfer

If either party terminates the contract by notice, the Buyer may make a request (a “website transfer request”) that SocietyWorks supply it with:

- (a) a copy of all software required to operate the Deliverables that is owned by SocietyWorks;
- (b) details of other third party software required to operate the Deliverables; and
- (c) all User Generated Data in the possession and control of SocietyWorks that has been collected by SocietyWorks in connection with the Deliverables and which is in the possession and control of SocietyWorks at the date of the request.

A website transfer request must be made within thirty (30) days after termination of the contract. SocietyWorks will have no obligation to respond to any website transfer request made after this 30 day period.

If the Buyer makes a website transfer request:

- (a) SocietyWorks shall comply with the request, as set out above, within 30 days of receipt of the request; and
- (b) all SocietyWorks software supplied under this clause shall be licensed to the Buyer under an irrevocable and non-transferrable, non-exclusive licence which is sufficient to
  - (a) Permit the Buyer to continue to operate the website;
  - (b) Allow the Buyer to modify the software to ensure the continued operation of the website; and
  - (c) Permit others to carry out (a) and (b) above.

This licence shall not allow the Buyer to sell, publish or communicate to the public the software nor to transfer it to any other person except for the purpose of (c) above.

## Service Level Agreement

### SocietyWorks Contact

SocietyWorks will designate a point of contact for support of the Deliverables and provide the Buyer with the details.

### Maintenance Windows

Any maintenance of the Deliverables conducted by SocietyWorks that would result in the non-availability of the Deliverables (or any material part of them) shall be conducted outside of business hours.

Except for emergency maintenance (see below), SocietyWorks will give notice to the Buyer at least 48 hours prior to any proposed system maintenance that would result in the non-availability of the Deliverables. System Maintenance would normally be expected to take no more than three (3) hours to perform.

If SocietyWorks anticipates that more than three (3) hours is likely to be required to perform non-emergency maintenance, SocietyWorks will (a) provide five working days' notice of such downtime; and (b) take into consideration any feedback provided by the Buyer as to the timings of the maintenance and take reasonable steps to keep such down-time to a minimum.

SocietyWorks may carry out emergency maintenance at any time and without prior notice to the Buyer but SocietyWorks shall notify the Buyer of the emergency maintenance as soon as reasonably possible. For the purposes of this schedule "emergency maintenance" is maintenance that SocietyWorks believes must be carried out without giving the usual notice to the Buyer in order to avoid the non-availability or insecure operation of the website or if failure to do so would put SocietyWorks in breach of the law or an order of a court of competent jurisdiction.

### Severity Levels

The Buyer is responsible for providing first line support to users of the Deliverables, and shall ensure that its staff are trained to provide such first line support. SocietyWorks shall provide second line support to the Buyer's staff in connection with technical faults in the Deliverables.

SocietyWorks will classify all support requests as follows:

1. **Critical:** means errors resulting in non-availability of the Deliverables, e.g. the URL returns an HTTP error code 500.
2. **Non-Critical:** means any query that is not a Critical request, and includes minor bugs that do not substantially affect the service, or feature/ content adjustment requests.

The following matrix represents the timeframes within which SocietyWorks will act in response to support requests of the two levels of severity. Hours refer to UK Business Hours 9am-5pm, and Days refer to Working Days within England and Wales. Support is not provided for two weeks over the Christmas period.

	<b>Severity Level: Critical</b>	<b>Severity Level: Non-Critical</b>
Response time	4 hours	4 hours
Commencement of resolution	1 day	Bugs: 2 days Feature requests: to be mutually agreed
Problem resolved	3 days	Bugs: 5 days Feature requests: to be mutually agreed

SocietyWorks is only required to respond to support requests during business hours. If the Buyer requires a response or a resolution to be actioned outside of business hours it will need to enter into a separate service level agreement either with SocietyWorks or a third party.

## Buyer requirements

The following are required from the Buyer:

### Project Manager

- The Buyer shall appoint a dedicated member of staff able to make decisions on behalf of the Buyer and tasked to oversee the overall programme of works (including liaising with SocietyWorks and other third parties suppliers as may be applicable).

## Policy/style

The Buyer will provide SocietyWorks with a copy of:

- any relevant style guide, branding assets and/or example sites
- any code quality requirement and/or accessibility criteria
- Links to and/or a description for usage of templating tools available (e.g. header and footer templates).

## Technical

The Buyer will provide SocietyWorks with:

- Full details of the system(s) that the Deliverables need to integrate with (and shall notify SocietyWorks of any changes to such system(s) from time to time)
- Full details of reporting / requesting categories that will be relevant for the Deliverables (for example, in respect of WasteWorks, the Buyer would need to provide full details of the bin requests that users of the Deliverables can make; for Fixmystreet, the Buyer would need to provide Asset layers (if relevant) and a list of categories for reporting issues and the contact method to be used for each category)
- Payment gateway information (if applicable)
- Where the Deliverables are intended to cover a particular geographic boundary, the Buyer will provide SocietyWorks with:
  - A valid government boundary sufficient to ascertain the geographic area to be covered; and
  - At least one postcode and one street name for areas that are inside and outside this boundary
- Access to test systems

The Buyer shall be solely responsible for the operation of its system(s) that integrate with the Deliverables, and for ensuring that such systems(s) pass the necessary parameters to the Deliverables in order to enable the proper operation of the Deliverables.

## Content

The Buyer will provide SocietyWorks with:

- Wording for the homepage for the Deliverables (and the Buyer agrees to include a reference to WasteWorks on such homepage)
- FAQ or Help page content
- An email address and/or telephone number for end user support