

## Implementation and Customer Services ("ICS") Installation Services Standard Terms and Conditions of Supply

(Effective September 2013)

### 1. General

This web page content defines the standard terms and conditions of supply which apply to Works carried out as part of projects defined by RM's Network installation services Scope of Works ("SoW"). Where additional, or amended, terms and conditions are specifically required by the Customer these are identified within the respective SoW document.

### 2. Definitions

Term	Description	Example applicable (if applicable)
Acceptable Use Policy	Means an acceptable use policy prepared in accordance with good industry practice (i.e., being a policy suitable for the provision of a Network to the sorts of users envisaged to use the Network and properly and suitably addressing all of the risks and issues typically addressed by such a policy).	
Acceptance Tests	The activities carried out by RM in accordance with RM's standard procedures to demonstrate the correct commissioning and functionality of the Works defined in the SoW.	User log on at a Workstation
Applications	Any Software used to provide access to facilities for users on the Workstations.	Microsoft® Office software
Authorised Signatory	The person who has sufficient authority to sign on behalf of the Customer for the Works.	Network manager, Finance manager
Cabling Infrastructure	Any cabling and associated components connecting Workstations to the Servers.	UTP network cabling and switches
Customer	The person or organisation whose name is set out in the SoW.	Network manager
Hardware	Any electronic equipment required such as Servers, Workstations, switches, printers, scanners, etc.	
Installation Engineer	The RM installation engineer(s) who will carry out the Works identified in the SoW.	
RM	RM Education Ltd of 140 Eastern Avenue, Milton Park, Abingdon, Oxon OX14 4SB	
Network	Means any network in relation to which RM provides the Works (including without limitation any "Community Connect" network and/or any Microsoft Windows network).	
Server	Any central computer system used for the storage or user data and/or Applications.	RM Community Connect 4™ Server
Software	Any computer disk or CD with data on it which is used to configure Servers, Workstations or Hardware or the source of Applications.	Microsoft® Windows® Server operating system software
SoW	The main contractual document defining the Works to be carried out by RM on behalf of the Customer.	
Third Party	A company other than RM who are responsible for the provision of Hardware, Software or cabling.	Sage
Virus	Means any virus, worm, Trojan horse, logic bomb, time bomb, back door, trap door or any other similar form of code intended, or having that effect, to cause harm, damage or to prevent or restrict the use of any computer system or data.	
Works	The agreed set of activities to be carried out for the Customer by RM.	
Workstation	Any PC system for used individual access to user data and/or	RM Community

	Applications, often referred to as a desktop Workstation.	Connect Workstation 4™
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### 3. Pre-Requisites

- 3.1 All Hardware, Software and cabling infrastructure components associated with this order must have been ordered and delivered from either RM, or a Third Party supplier, in time for the commencement of the Works.
- 3.2 The Customer shall be responsible for the arrangement and/or completion of any Third Party services required prior to commencement of the Works.

### 4. RM Personnel

- 4.1 The RM project co-ordinator, or project manager, will be responsible for co-ordinating all activities relating to the Works to be carried out by RM.
- 4.2 The Installation Engineer will be responsible for carrying out the Works defined within the SoW, unless otherwise stated.
- 4.3 The Installation Engineer may decide to involve other RM personnel to assist with the Works defined in the SoW.
- 4.4 The Installation Engineer may carry out the Works at the Customer's site or from a remote location including any RM office in any country, at RM's sole discretion.
- 4.5 The project coordinator, Installation Engineer or other RM personnel involved with delivering a customer installation may be located in RM's India office.

### 5. Commencement of Works

- 5.1 The commencement of the Works will only take place when the SoW, signed by an Authorised Signatory, has been received by RM and an order for the Works defined in the SoW has been received.
- 5.2 The date for the commencement of Works will be agreed between RM and the Customer.
- 5.3 If an amendment is made to an order and this necessitates a change to the SoW then the Works will only take place when the revised SoW, signed by an Authorised Signatory, has been received by RM and the amended order for the Works defined in the SoW has been received.

### IMPORTANT - PLEASE NOTE - CANCELLATION CHARGE

- 5.4 If the Customer cancels any Works (or re-schedules and subsequently cancels any Works) then the Customer may be charged a cancellation charge of 75% of the total price of the Works if notice of cancellation is given less than seven (7) calendar days before the scheduled commencement date of the Works set out in the SoW. The Customer agrees that such charge amounts to a genuine pre-estimate of the losses suffered by RM on such cancellation.

### 6. Acceptance Testing

- 6.1 The Installation Engineer will undertake a series of basic Acceptance Tests to demonstrate to the Customer that the Works defined in the SoW have been successfully completed.

### 7. Duration

- 7.1 The duration of the on- or off-site installation will be provided to the Customer by the RM project coordinator. Any timescales for completion of the Works given are provided as an estimate only; the time required on- or off- site may vary. Any changes to the estimated time RM require on- or off- site to complete the Works will be notified to the Customer as soon as possible.
- 7.2 For the avoidance of doubt, if RM complete the Works before the estimated date, RM will not be obliged to remain on the Customer's site or carry out further works and the fees as set out in the order will not reduce.

## 8. Customer Responsibilities

- 8.1 The Customer is solely responsible for and must:
- 8.1.1 Unpack and position all Hardware equipment in its final location, to the satisfaction of RM, prior to the commencement of the Works.
  - 8.1.2 Ensure that the users of any existing systems that are being upgraded, or extended, are informed that the systems will be unavailable during the period over which the Works are being carried out.
  - 8.1.3 Ensure that any existing Cabling Infrastructure is functioning correctly. RM reserves the right to run any tests it deems appropriate on the Cabling Infrastructure before commencing the Works. Should RM require alterations to be made to the Cabling Infrastructure, it shall inform the Customer of the requirements in order for RM to implement the Works. Should the Customer not, within twenty-eight (28) days, make such alterations, then RM has the right to cancel this agreement.
  - 8.1.4 Ensure that any copies of Software required for the configuration of any Hardware, not supplied as part of the order, are available prior to the commencement of the Works.
  - 8.1.5 Ensure that any copies of Software required for the configuration of Software Applications, not supplied as part of the order, are available prior to the commencement of the Works.
  - 8.1.6 Ensure that full, verified tape backups of any existing network Servers are made prior to the commencement of the Works. In the event of unforeseen difficulties the Installation Engineer may have to use such backups to restore Servers to their previous state. The Customer is therefore responsible for any loss of data due to failure, or incompleteness, of any backup media provided.
  - 8.1.7 Provide the Installation Engineer with a network administrator user's logon identity and password for all existing Servers to be accessed.
  - 8.1.8 Provide the Installation Engineer with at least one ordinary (i.e. user access which must not have network administrator or supervisor access privileges) network user's logon identity and password for all existing Servers to be accessed.
  - 8.1.9 Ensure that the Installation Engineer is granted full and exclusive access to all parts of the network between 9 a.m. and 5 p.m. Any Works to be undertaken outside of these hours will be agreed with the Customer, who will not unreasonably withhold their consent.
  - 8.1.10 Ensure that the Customer's network support staff may be easily contacted during the period over which the Works are being carried out.
  - 8.1.11 Ensure that the Installation Engineer is informed of any operational difficulties with either any existing network or building infrastructure prior to the commencement of the Works.
  - 8.1.12 Backup and maintaining the final system configuration once the Works have been completed and the Customer will have responsibility these post completion of the Works.
- 8.2 The provision of the Works by RM is subject to the Customer performing or complying with all of its responsibilities set out in these Conditions. For the avoidance of doubt, RM may without notice suspend or terminate the Works in the event that:
- (a) any of the Customer's responsibilities as set out in these Conditions is not performed;  
or
  - (b) any Virus is transmitted onto any of RM's systems.
- 8.3 The Customer must ensure that the Network is protected against the threat of Virus infection by installing and maintaining up to date anti-virus software.
- 8.4 The Customer must keep the Network current and secure by applying all appropriate RM validated service releases and Software updates.
- 8.5 The Customer must, at all times, implement and enforce an Acceptable Use Policy for the Network. The Customer shall be responsible for ensuring that all users of the Network comply with the Acceptable Use Policy. Further, where there is a breach of the Acceptable Use Policy, the Customer shall take such steps as are appropriate in all the circumstances (which may, for the avoidance of doubt, include disciplinary action and/or ceasing to permit further use of the Network by the relevant individual(s)).
- 8.6 The Customer shall be responsible for procuring all required internet connections and, for the avoidance of doubt, all internet costs shall be entirely the responsibility of the Customer.
- 8.7 The Customer must have in force current software licenses for all software on the Network. If the Customer instructs RM to install any Software, it is the Customer's responsibility to check and agree to the terms of the licence agreements before installation. The Customer

- authorises the Installation Engineer to accept any licence agreements necessary to complete the Works on the Customer's behalf.
- 8.8 The Customer must maintain the configuration, Hardware and cabling relating to the Network(s) in good working order and within any specifications provided by RM.
  - 8.9 The Customer must maintain securely, good quality current backup copies of all Network Software and data on the Customer's premises. The Customer must provide access to current backup copies to RM (and RM authorised third party) personnel connected with the provision of the Works where required.
  - 8.10 The Customer must permit RM (and RM authorised Third Party) personnel connected with the provision of the Works access to the Customer's premises to work on the Network where reasonably required.
  - 8.11 Where required to provide any of the Works, the Customer shall ensure the provision of an installed data link through which RM can access the Network using RM's chosen remote access software and technology. The Customer must also provide access to those areas of the Network as required by RM for RM to deliver the Works.
  - 8.12 Following the completion of the Works the Customer must endeavour to functionally check all Hardware and Software installed or configured under the SoW. Should there be any incomplete Works for RM to complete this will be detailed on 'RM Installations Customer Handover and Sign-Off' and arrangements made between the parties to complete them.
  - 8.13 Functional checks should be carried by the Customer during the first five (5) days following completion of the Works and successful Acceptance Tests i.e. with normal numbers of users logged on and accessing the Hardware and Software in typical modes of use.
  - 8.14 Where the Works have been completed during out of term periods, such as school holidays, functionality checking would normally be carried out at the start of the next term. However, RM will not be held responsible for any damage to any equipment or the Network including but not limited to flood, fire, physical trauma, customer-implemented & unsupported configuration changes which have negative impact on the results of the functionality checking.
  - 8.15 Incidents, where Hardware or Software fails during the functional checking, should be reported directly to RM Customer Support, details of which can be found at [www.rm.com](http://www.rm.com). Customers should expect to carry out reasonable levels of diagnostics and assistance to RM Customer Support in rectifying any reported failures.
  - 8.16 Issues of a non-technical nature arising from the Works, or enquiries regarding outstanding tasks, should be reported to the RM project co-ordinator.

## **9. Hardware**

- 9.1 RM will only install the Hardware and Software upgrades detailed in the SoW.
- 9.2 Any other dependent Hardware or Software upgrades must be installed by the Customer before commencement of the Works. If the Customer fails to install appropriate Hardware or Software, RM reserve the right to delay the dates agreed with the project coordinator for provision of the Services. If the Customer fails to install the appropriate Hardware or Software within thirty (30) days, RM have the right to terminate the order without notice.
- 9.3 RM will use reasonable endeavours to install Customer supplied Software drivers for any supplied Hardware items. RM will not be responsible for obtaining the Software drivers or determining their correct function for the Hardware.
- 9.4 The minimum specification for Workstations should be determined in relation to the Software Applications required to be installed on the Workstation.
- 9.5 RM cannot be held responsible for the performance of a Workstation if the Hardware specification does not meet the requirements necessary to run a particular Application and will not undertake tasks to configure Workstations that do not meet the required specification.

## **10. Documentation**

- 10.1 Following completion of the Works the Customer will be issued with a copy of the RM Installations Customer Handover and Sign-Off documentation which will be made available from the RM support teams. A full report detailing the exact configuration and set-up will only be issued if this has been agreed as part of the SoW.

## **11. Quality**

11.1 RM installations operate under and are formally accredited to BS EN ISO 9001.

## **12. Non-Functional Systems**

12.1 RM will not be held responsible where a system cannot be made to function correctly for reasons beyond RM's reasonable control, e.g. Virus infection, misuse or abuse, force majeure, faulty or incompatible Hardware (unless supplied as part of this integration work) or corrupt or incompatible Software supplied by the Customer.

## **13. Software Application Installation**

13.1 RM will use reasonable endeavours to ensure that any Third Party Software supplied for inclusion on systems is installed in accordance with the requirements of the Customer. Where this is not possible due to limitations of the Hardware and/or Software the Customer will be informed at the earliest possible opportunity.

13.2 Where existing Software Applications are migrated from existing systems the Applications will be migrated on an "as exists" basis and any issues with the existing Software will not be investigated or rectified by RM.

13.3 It is the responsibility of the Customer to ensure that a Customer representative, with sufficient knowledge of the Software Applications, is available to ensure the application is fully tested following the installation.

13.4 The Customer acknowledges that RM is not responsible for supporting any Software, including any RM Software provided under the Works, unless there is a relevant RM support agreement in place.

## **14. Price**

14.1 Unless a written quotation has been given (whereupon the price quoted will be fixed for a period of thirty (30) days or such other period as is specified therein) the price for the Works is subject to alteration without notice and the price charged to the Customer will be that applicable at the date of RM's acceptance of the order or (at RM's option) the start date of the Works. All prices are exclusive of Value Added Tax (and any similar tax) which will be added as separate items on RM's invoice.

14.2 Unless otherwise notified to the Customer in writing by RM, the Customer shall pay all invoices within thirty (30) days of the date thereof (time being of the essence). 14.3 RM reserves the right to charge interest at a rate of 3% per annum above the Barclays Bank base rate ruling from time to time on any payment or any part payment overdue calculated from the date due and to recover its expenses including legal fees and costs of collection and to suspend delivery, performance of any warranty, or license, or (at RM's option) forthwith to determine the same.

14.3 All payments will be made without set off or counterclaim or any other withholding whatsoever.

## **15. Risk**

15.1 Risk of loss or damage to any Hardware or Software shall pass from RM to the Customer on delivery of any such goods to the Customer's premises or successful installation of any Software onto the Network. The Customer agrees to insure such goods on delivery.

## **16. Liability**

16.1 Save in the case of negligence by RM causing death or personal injury (for which RM's liability shall be unlimited), RM shall only be liable to the Customer for any direct physical loss caused by the failure by RM to perform its obligations hereunder up to a maximum of the total payments made by the Customer to RM in the calendar year in question.

16.2 RM shall not be liable for any indirect, special or consequential loss howsoever arising (including but not limited to loss of anticipated savings or data).

## **17. Termination**

- 17.1 Either party shall have the right to terminate this agreement by thirty (30) days written notice to the other if: (a) the other party is in material breach of the agreement (and in the case of a breach capable of remedy, has not remedied the breach within thirty (30) calendar days of written notice of such breach); or (b) the other party ceases to carry on business or enters into amalgamation, reconstruction or compounds with its creditors generally or has a receiver appointed over all of its assets or becomes unable to pay its debts as they fall due. Failure by either party to exercise its rights hereunder shall not be deemed to be a waiver of those rights.

## **18. Data Protection**

- 18.1 In these terms, the terms data controller, data processor, personal data, sensitive personal data and processing shall be as defined in the European Data Protection Directive 95/46/EC and "Data" shall mean the personal data and sensitive personal data provided to RM in connection with the Service. "Data Protection Law" means applicable data protection legislation implementing the European Data Protection Directive 95/46/EC and any amendments, revisions, re-enactments or consolidations thereof.
- 18.2 The Customer acknowledges that it is a data controller and that RM is a data processor.
- 18.3 RM shall (a) use the Data only on the Customer's instructions as set out or referred to in these terms to perform its obligations (b) provide appropriate technical and organisational measures to protect the security of the Data (in particular against unauthorised or unlawful access or processing, alteration, accidental loss or destruction of or damage to the Data) and (c) take all reasonable steps to ensure the reliability of any of its staff who have access to Data.
- 18.4 The parties acknowledge that RM may transfer Data to RM's sub-contractors (including RM group entities) ("Recipients") outside the European Economic Area in countries which have not been approved by the European Commission as having adequate protections in place for the purpose of the transfer of personnel data. RM will be permitted to transfer Data to such Recipients provided that RM shall have entered into an agreement with the relevant Recipient based upon standard contractual clauses approved by the European Commission for transfers of personal data to processors outside of the European Economic Area and which agreement shall include security obligations on the Recipient which are no less onerous than those contained in these terms.
- 18.5 The parties also acknowledge that RM may also use services and/or products from other third parties and that, in doing so, RM may transfer Data to such third parties. This may include (by way of example only) third parties that provide online storage and other facilities. If RM becomes aware of any such third party wishing to transfer Data outside the European Economic Area, RM shall request that the third party enters into an agreement of the sort noted in clause 18.4 above.
- 18.6 The Customer agrees to comply with its obligations under Data Protection Law in relation to its collection, processing and provision of Data to RM.
- 18.7 The Customer shall indemnify and keep RM indemnified against all costs, claims, losses, damages and expenses (including legal expenses) arising out of, or in connection with, any breach of this Clause 18 by the Customer and/or its employees, agents and/or sub-contractors.
- 18.8 The Customer acknowledges that RM is reliant on the Customer for direction as to the extent to which RM is entitled to use and process the Data. Consequently, RM will not be liable for any claim brought by the Customer or any data subject arising from any action or omission by RM to the extent that such action or omission resulted from the Customer's instructions.
- 18.9 RM may also use the Customer's personal data in accordance with its Privacy Policy which can be found at [www.rm.com](http://www.rm.com).

## **19. Other**

- 19.1 No alteration to this agreement shall be valid unless made in writing and signed by both parties.
- 19.2 Any notices required to be given under this agreement shall be in writing and shall be sent to the respective addresses of the parties as set out on the RMi system. Notices shall be served by post and shall be deemed served two working days after posting.

- 19.3 In the event of any conflict between this document and the standard RM Terms and Conditions of Sale, this agreement shall take precedence.
- 19.4 This agreement shall be governed by the laws of England and Wales.