

## Service Level Agreement for

### Broadband Sandwell RM Connect Support Service

#### Terms of this Agreement

##### **1 The Parties**

This agreement is between Broadband Sandwell and the subscribing School

##### **2 Period of Agreement**

- This Agreement shall commence on 1 April for a period of one year and shall continue thereafter until terminated by either party.
- This Agreement can be terminated by either party subject to notice in writing to the other by 30 November in any year to terminate the contract on 31 March the following year (ie. 4 months' notice).
- Any notice of termination received by Broadband Sandwell will be acknowledged in writing.

##### **3 Service Contact Details**

Broadband Sandwell can be contacted via the following methods:

Telephone: 0121 569 2400 or 0121 569 2414      Fax: 0121 511 1022

Email: [helpdesk@broadbandsandwell.org.uk](mailto:helpdesk@broadbandsandwell.org.uk)

Technical Support Hours: Monday to Friday 08:30 to 17:00 except public holidays.

At all other times an answer phone service is available

When your call is logged you will receive a call reference number – please make a note of this and refer to it if you need to make any follow-up enquiries

**Please note: If you do not have a call reference number then your request for assistance is not recorded on our system.** It is important to report problems to the helpdesk as described above so your request is not overlooked.

##### **4 Service Overview**

- **Schools requiring this SLA must additionally purchase Broadband Sandwell Technical Support Service.**
- This Service Level Agreement provides extra support for those schools having RM Connect and RM Community Connect computer networks.
- The RM Connect Network Support Package will cover RM Connect, RM Community Connect, Windowbox or Windowbox Connect. It will provide all elements of the Standard Technical Support Service to schools using RM network products **plus** access to additional “second line support” from Research Machines Plc via Broadband Sandwell support desk.

## 5 Service Delivery

- Support is offered initially by telephone and email and in most cases remote assistance via the broadband network if available.
- If a site visit is deemed necessary by the technical team, an appointment will be made for the earliest possible mutually convenient time.

## 6 Charges for the Service

- The charges for services are detailed separately and are recalculated for 1st April each year.
- Broadband Sandwell reserves the right to make additional charges where problems arise that are caused by:
  - a) Negligent and/or unauthorised actions performed by the school, its staff, partners or agents
  - b) A fault with a system for which Broadband Sandwell is not responsible for managing and operating

## 7 Method of Charging

- The subscription charges will be made annually at the beginning of each year by invoice. The school can opt to pay the subscription charges by standing order in 10 monthly installments.
- Schools that do not purchase this support package but later find they require technical assistance from us with their RM network system will be charged the full annual fee for the RM Connect/Community Connect Network Support service module subscription.

## 8 Quality of Service

- The services will be provided in a professional manner and the highest possible quality standards will be maintained at all times. It is our aim to respond by telephone or email to support calls logged with our helpdesk within **4 working hours**.

## 9 Equipment and Resources

- Any equipment and resources loaned to the School will remain the property of Broadband Sandwell

## 10 Arbitration / Conciliation in Cases of Dispute

- Both parties to the Agreement will act in good faith towards each other in relation to all matters arising under this agreement.
- The parties will use their best endeavours to resolve by agreement any dispute, difference or question arising out of the Agreement. If there is a failure to agree, the matter will be referred to the Head of Planning, Performance and Business Services or his/her nominated officer.

## 11 Limitation of Liability

- With regard to the installation of software, it is important to note that software has to be 'tailored' to run on RM networks. RM maintains a large catalogue of software for schools that has been suitably configured. However, software from other suppliers that is not included in the RM catalogue must be specially configured to work on RM networks. Should the need arise; any additional costs associated with this work must be passed on to the school. Please contact us for further advice prior to purchasing such software.
- In so far as the law allows Broadband Sandwell will not be liable for any direct, indirect, special or consequential damages, or any loss of revenue, profits, or data, arising in connection with this agreement.
- In so far as the law allows Broadband Sandwell cannot be held responsible for acts or omissions.
- **Force Majeur:** Clearly, some matters are beyond our control – for example; suppliers occasionally fail to deliver in the time-scale expected or sudden staff illness, fire or flood may result in unavoidable delays. We will always endeavour to alert schools whenever such problems arise, however, in such circumstances we cannot be held responsible.