

Service Level Agreement for Broadband Sandwell Technician 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 be 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

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

At all other times an answer phone service is available

4 Service Overview

This service will be administered by a visiting technician according to a timetable agreed by the Broadband Sandwell Technical Service Manager and the purchasing school

The visiting technician will:

- Check the school's backup logs, report and fix any problems reported
- Ensure that the school's Anti Virus software is up to date and functioning correctly
- Ensure that Microsoft Windows Security patches are up to date
- Check the school's broadband performance is optimal
- Carry out physical checks on computer systems and report problems to the school
- Check the school's ICT fault log
- Undertake extra tasks identified in the school's ICT fault log as prioritized by the school and within the remaining time allocation

5 Service Delivery

- The technician will visit the school according to an agreed timetable to carry out the work.
- If it is identified that additional time is required to carry out the extra work identified in the school's ICT fault log, or if other work is identified by the school, the Broadband Sandwell Technical Service Manager will contact the school to discuss their needs.

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 charges will be made termly at the end of each term by invoice.

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.

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 Service or his/her nominated officer.

11 Limitation of Liability

- 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.