

TERMS AND CONDITIONS FOR BRADFORD LEARNING NETWORK

These are the terms and conditions for your access to the Bradford Learning Network

These terms and conditions set out the Contract between City of Bradford MDC (“The Authority”) and (“The Customer”)

Your use of the services will be governed by the terms of this Contract. You are advised to read through these terms and conditions carefully before clicking the submit button which will confirm your acceptance.

BACKGROUND

- (A) The provision of effective learning network services in partnership with schools, is critical to securing future improvement in pupil development. The Authority is proposing to enter into a BLN agreement with a Supplier, with a view, amongst other things, to procuring broadband connectivity and related services to the Customer.
- (B) This appointment has followed a fully compliant procurement exercise under the Governments Buying Solutions Managed Telecommunications Convergence Framework (“MTCF”).
- (C) Both the Authority and the Customer now wish to record their arrangements for this service, as set out in these terms and conditions

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement unless the context otherwise requires, the following terms shall have the meanings given to them below:

“Authority’s Representative”	the representative appointed by the Authority pursuant to Clause 4
"Customer Representative"	the representative appointed by the School pursuant to Clause 4
"BLN Contract"	A Contract between the Local Authority and the relevant Supplier, relating to the provision of the BLN services
“BLN”	Bradford Learning Network
“Code of Connection”	the mandatory and best practise terms the Customer shall adhere to when connecting to the BLN as set out in schedule 2
"Contract Pack"	the various documents comprising the BLN delivered services. These include the submitted online form, these Terms and Conditions, Code of Connection and

Installation Documents

"Customer Contract"	the submitted online form and forms part of the Contract Pack
"Helpdesk"	the appropriate first point of contact for Customers
"Installation Documents"	the documentation sent to the Customer after sign up of the Customer Contract. These will advise both the BLN and Customer of their responsibilities for the successful installation of the Customers chosen services
"Relevant Proportion"	the amount to be contributed by the Customer for the provision of the relevant BLN services as set out in Schedule 1.
"Supplier"	the relevant entity providing their part of the BLN service

2. COMMENCEMENT DURATION

- 2.1 This Contract shall come into force on the 1 October 2012 or the date the Customer completed the online form if this is later, and shall continue in force until the expiry date of the BLN Contract being 31 March 2016 or earlier if due to termination (see Clause 11).
- 2.2 The termination of this Contract howsoever arising is without prejudice to the rights, duties and liabilities of either Party accrued prior to termination. The clauses of this Contract which expressly or by implication have effect after termination will continue to be enforceable notwithstanding termination.

3. ACKNOWLEDGEMENT AND UNDERTAKINGS

- 3.1 The Customer acknowledge that in performance of the Authority's obligations under this Contract the Authority will follow procedures and take certain actions required under the terms of the BLN Contract. The Authority may incur in certain circumstances financial liabilities, as such both parties agree that:-
- 3.1.1 the Authority will not give any consent, approval or authorisation of any matter concerning the Customer without the prior consultation
 - 3.1.2 the Customer Representative will be authorised to give any consent or approval or authorisation that may be at any time necessary under the Installation Documents.
 - 3.1.3 the Customer will ensure that any consent, approval or confirmation is provided in a timely manner, having regard to the timescales within which the Authority is required to act in responding to the Supplier concerning any matter.

4. REPRESENTATIVES

Both parties shall appoint a representative to exercise their functions and powers in relation to the performance of this Contract.

5. CUSTOMER OBLIGATIONS

You will make arrangements for:

- make arrangements for the Suppliers to be able to access all relevant areas of the School in accordance with the Suppliers operational service requirements.
- allow the BLN Suppliers, their employees, servants, agents and sub-contractors sufficient authority to enter the Customer premises from time to time for the purpose of carrying out its obligations under the BLN Contract, such as but not limited to delivery, installation, inspection, maintenance, repairs, alterations and agrees not to unreasonably withhold such access.
- use a Helpdesk to report any service failures;
- promptly report any apparent unavailability to a Helpdesk;
- review any report of the performance of the BLN Suppliers sent to the Customer and notify any inaccuracies relating to the Customer to the Authority's Representative
- not take any action or fail to take any action, or (insofar as it is reasonably within its power) permit anything to occur which would cause the Authority to be in breach of its obligations under the BLN Contract
- when using the services not to perform any unlawful activity. The Customer will be responsible for all liabilities, claims and losses which are in any way connected with misusing the services supplied
- to comply with the terms and provisions of the Code of Connection as provided in Schedule 2 to this Agreement.

6. OBLIGATIONS OF THE AUTHORITY

We will make arrangements for:

- Liaison with the Customer in connection with delivery and installation of the equipment and system.
- Any maintenance during normal working hours that is necessary for the system and equipment to work properly
- Contract management
- Service monitoring, reporting, and improvement
- Payment for the services is undertaken
- Deal with complaints over service delivery

7. PAYMENT BY CUSTOMER TOWARDS SERVICES

The Customer shall pay to the Authority the Relevant Proportion in relation the services provided as set out in Schedule 1.

These payments are due on 1 October 2012 or commencement of service which ever is first and thereafter on 1 April.

The Customer must make these payments promptly to avoid the risk of the service being suspended or ended, which may result in additional charges being incurred

8. USING THE EQUIPMENT

- The Customer agrees that if the equipment is hired to them by the Supplier, it will remain in the ownership of the Supplier.

- The Customer is responsible for ensuring the equipment is safe at all times
- If the Contract is ended, then the equipment shall be returned in reasonable condition allowing for fair wear and tear.
- Any equipment owned by the Customer and connected to the BLN shall meet all current regulations. Use of equipment and services provided under the scope of the BLN Contract shall comply with the Code of Connection as set out in Schedule 2 of this Contract.

9. CONSULTATION AND LIAISON

Both parties shall ensure that its respective representative shall consult and regularly liaise with each other over provision of the services and whether any changes are required or complaints are raised.

The Authority shall not confirm any change which is requested by the Customer without the prior consent in writing of the Customer. Where a change requested by the Customer leads to an increase in the BLN Relevant Proportion, the Customer agrees to bear the cost.

10. DISPUTE RESOLUTION

If the Customer has a dispute with any of the Suppliers relating to its interest in this Contract with the Authority then the Authority undertakes acting reasonably in considering whether to help facilitate in such dispute.

11. TERMINATION

This Agreement shall terminate on the earlier of:

The expiry or termination of the BLN Contract; and

The ceasing of education provision on the site covered by this agreement

Where termination occurs in this latter case, appropriate provision should be made by the responsible party both to provide a minimum notice period to the BLN of 6 months and to meet any reasonable termination charges that the BLN passes through from its suppliers.

SCHEDULE 1

RELEVANT PROPORTION AND SUMMARY STATEMENT OF EQUIPMENT AND SERVICES.

This schedule will detail the Relevant Proportion the Customer will pay for the individual services they have chosen. It will also detail the equipment required to deliver these services.

This will be provided by the BLN as part of the Contract Pack on completion of the online contract

SCHEDULE 2

CODE OF CONNECTION

Please see latest version of Code of Connection on www.bradfordlearning.net