



Terms and Conditions

These Terms and conditions are listed for purchasing products/services from Primaryworld. Please note that these trading terms have been designed specifically to ensure that our relationship works as smoothly as possible, and so that Primaryworld can deliver the best possible services to you as a customer.

Under these terms and conditions:

Basis of the Contract: The customer shall purchase Primaryworld's products/services in accordance with any written quotation by Primaryworld. Primaryworld's employees or agents are not authorised to make any representations concerning the products unless confirmed by Primaryworld in writing. In entering in to this contract, Customer acknowledges that it does not rely on any such representations which are not confirmed in writing.

Products and Pricing: The Customer will purchase products/services from Primaryworld. All prices are exclusive of VAT, transport, packaging and insurance charges, which the customer shall be additionally liable to pay Primaryworld (Primaryworld may from time to time update or change its product offering or price list. Discount structures will be reviewed biannually and any changes will be notified in writing to the customer.

Orders and Payment Terms:

No order submitted by the customer shall be deemed accepted by Primaryworld unless and until it is received in writing in English from the Customer. Primaryworld will supply the products based on a confirmed written order from the customer. Primaryworld will not reserve stock prior to an order being submitted by the customer. Credit may be given to the customer subject to Primaryworld's discretion and satisfactory credit checks. Payment for all products will then be due in full in Pounds Sterling without any other deduction within 30 days of the date of Primaryworld's invoice. The time of payment of the price shall be of the essence of the Contract.

If the customer fails to make any payment on the due date, then without prejudice to any other right or remedy available to Primaryworld, Primaryworld shall be entitled to:

Cancel the contract or suspend any further deliveries to the customer;

Appropriate any payment made by customer to such of the products (or products supplied under any other contract between Primaryworld and the customer) as Primaryworld may think fit; and Charge the customer interest on the amount unpaid at a rate of 2% per annum above the Bank's base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

Delivery: Primaryworld will supply the products based on a confirmed written order from the customer to the delivery address specified by the customer. Any dates quoted for delivery of the Products are approximate only and Primaryworld shall not be liable for any delay however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by Primaryworld in writing. Where the Products are delivered in instalments, each delivery shall constitute a separate contract and failure by Primaryworld to deliver any one or more of the instalments in accordance with these conditions or any claim by Distributor in respect of any one or more instalments shall not entitle Distributor to treat the Contract as a whole as repudiated.



Delivery Terms: Distributor will be liable for all delivery charges to obtain the Products from Primaryworld. These delivery charges will be based standard delivery traffics if they exceed £25.00 the customer will be notified when placing the order. (These may from time to time be updated by Primaryworld. Any amendments will be notified to Customer in writing at least 30 days in advance.

Risk and Property: Risk of damage to or loss of the Products shall pass to the customer on delivery or, if the customer fails to take delivery of the Products, the time when Primaryworld or Primaryworld's agent has tried to deliver the Products.

Title to the Products shall be retained by Primaryworld until all sums due in respect of them from the customer to Primaryworld have been received by Primaryworld and cleared. Until title passes to the customer, the customer shall keep the Products separate from those of the customer and third parties and properly stored, protected, insured and identified as Primaryworld's property.

Until ownership in the Products passes to the customer, Primaryworld may require the customer to deliver the Products to Primaryworld and, if the customer fails to do so immediately, Primaryworld or Primaryworld's agents may enter any premises where the Products are reasonably thought to be stored and repossess the Products.

Warranties and Returns: Primaryworld warrants that the Products will correspond with their specifications at the time of delivery and will be free from defects in materials and workmanship for a period of 30 days from the date of delivery. In the case of defective goods or goods that are incorrectly shipped, The customer will have the right to return all mis-shipped or defective product to Primaryworld in exchange for full credit or non-faulty Product within 30 days of receipt of the Products from Primaryworld. Primaryworld will issue all credits for faulty or mis-shipped goods within 30 days of receipt of those goods back from customer. The customer will not be permitted to return any goods that are not defective or correctly shipped by Primaryworld after 30 days of receipt of the products from Primaryworld.

In order to return goods, the customer must send a written request supplying the product name and quantity of goods wished to return as well as the reason for returning these goods. Provided that this is accepted by Primaryworld, then Primaryworld will issue a Returns Authorisation Number which the customer must attach to all paperwork accompanying the

returns. Return goods should be sent to Primaryworld at the following address quoting the Returns Authorisation Number:

Primaryworld
350 Loughborough Road
Leicester
LE4 5PJ

It is advisable to obtain proof of delivery of these goods. The cost of freight to return damaged or mis-shipped stock will be the responsibility of Primaryworld. For any returned goods that are either not in pristine condition or not accompanied by a Returns Authorisation Number, Primaryworld will not accept them and will invoice the customer for the full amount.

Product Support: The customer shall use its best endeavours to promote and market the Products by such methods as in the customer's judgement are best suited for the sale of the Products. Primaryworld will use its best endeavours to provide the customer with product information, screen shots, logos and whatever other materials are available to assist the customer in its marketing and promotion of these products.



Primaryworld ICT Service Level Agreement

At Primaryworld, our core business is to provide support, management, training and advice on computing environments to primary schools and academies. Our aim is to help them to make the most of the school based technologies. Our ethos is one of sharing good practice and contributing to enhance teaching and learning throughout the school.

This document defines the terms and conditions of the Primaryworld ICT Service Level Agreement (SLA) for the support of the school's ICT systems environment, internet and email services and other services as listed in Appendix 1. This agreement represents the entire agreement between the parties on its subject matter. It fully extinguishes all existing agreements and understandings between the parties on that subject matter. All statements, warranties, representations, opinions or predictions of the future made by the respective parties in relation to this agreement are excluded from this agreement except to the extent they are expressly repeated in this agreement.

INTRODUCTION

1. PURPOSE OF THIS DOCUMENT

This Service Level Agreement (SLA) forms a contract between Primaryworld and the school for the support of the organisation's Primary ICT systems environment and additional services.

2. SUPPORT FACILITIES

2.1 CONTACTING SUPPORT

Primaryworld ICT technical consultants can be contacted by one of the following methods:

2.2 RAISING A SUPPORT REQUEST

Support issues can be communicated via Support ticket, email, phone or text message. Support tickets can be raised by emailing help@primaryworld.com, completing the on-line form at Primaryworld .com or by using the schools support app. All support issues will be logged by the schools or Primaryworld on the Primaryworld Help Centre to be created and managed by Primaryworld.

Out of hours' support can be contacted by calling 0116 261 3211 support will mainly be provided via email or text message. In this instance, where possible next working day response is guaranteed but it may be provided by one of the Primaryworld team and not by the regular technical support agent. Additional coverage can be provided on request and at an additional cost.

Primaryworld consultant attendance at client sites other than those specified in the location for each environment is excluded from this SLA. Primaryworld will be happy to quote for such requirements separately.

Schools will be requested to log all major calls on the Primaryworld Help Centre this can be found at <https://support.primaryworld.com> a dedicated username and password will be given to all schools. Teachers can



also download the Primaryworld Help Centre Android App (Apple version available soon) using the same details. Primaryworld will also log calls on the Help Centre too. The School will be able to see all reported support requests on the Primaryworld Help Centre.

2.3 PROBLEM MANAGEMENT

Primaryworld provides support coverage on a one-stop shop basis. That is, Primaryworld will take responsibility for a support problem and will liaise with other suppliers (such as hardware manufacturers, internet service providers etc.) to ensure that the problem is completed to the school's satisfaction.

2.4 ESCALATION PROCEDURE

In the event of client dissatisfaction with any aspect of the support service being provided by Primaryworld, the following escalation procedure should be invoked:

1. If the school is not satisfied with the technical resolution of a problem, then Primaryworld 's office should be contacted in the first instance.
2. Failing this and if the school is not satisfied with any other aspect of the support service then a written response should be sent to, info@Primaryworld.com
3. The appropriate Primaryworld representative will undertake an investigation of the issue and liaise with the school as appropriate.

3. LOCATIONS

The SLA covers environments at the school's registered address. School staff may also use the service for personal ICT issues but this is charged at an additional rate. The SLA covers environments between certain cover times. Telephone and email and remote support is unlimited and included in the SLA charge but a fair usage must be adhered, where possible Primaryworld will try to address support issues without further charge of this SLA, this is at the discretion of Primaryworld.

4. COSTS

The cost for the provision of this SLA is based on the service level and services for each environment. The agreement is based on a 12 month rolling period commencing as agreed. A SLA service charge is charged annually as agreed Each support session is charged at the agreed rate. Support sessions are divided into am and pm sessions. Hourly charges are charged at the agreed hourly charge.

5. ENVIRONMENT

An environment is a combination of hardware, software and infrastructure, any two of which are optional. Examples of environments are:

- A single server running a specified operating system.
- A single server running a collection of application programmes.
- An application only.
- An interface to an application or package.
- A local area network comprising a number of servers, clients and their respective applications.
- Projectors, touch screens and associated hardware.



Primaryworld SLA is designed to provide tailored cover for one or more environments. Support is limited to equipment/systems installed by or with the prior approval/discussion with Primaryworld.

- Advice on issues relating to system & network administration.
- Advice and support dealing with computer viruses.
- Site visits to deal with problems where necessary under the agreed terms.
- Advice on data protection issues relating to curriculum computing.
- Full support of Windows 7 and Windows 10.
- Full support for network printing facilities.
- Network cabling diagnostics (this excludes any costs of repairs or replacements).
- Maintaining the existing backup solutions and advising on any improvements required.
- Advice on the provision of internet facilities.
- Support for hubs, routers, switches and other networking equipment (hardware chargeable).
- Support for all Microsoft Office software products (excluding training).
- Advice on issues relating to system administration.
- Site visits to deal with problems where necessary.
- Full support of Mac OS.
- Full support for network printing facilities.
- Network cabling diagnostics (this excludes any costs of repairs or replacements).
- Support for all Mac software products (excluding training)
- iPad support.
- Application support.
- Windows migration.
- Connecting other devices.
- Server OS

6. GUARANTEED EFFORT PER SUPPORT CALL

The support service provides a support call to resolve a reported issue. If the issue cannot be resolved within this time, then the situation will be discussed with the appropriate school contact. An action plan will be agreed with the school representative who will indicate the action and effort required to resolve the issue. It may be necessary to charge the agreed ad-hoc consultancy fee for this additional effort and implementation these are costed separately to this SLA. This would be charged as listed on the charges sheet.

7. HARDWARE PARTS & STOCK

It is assumed that additional or replacement hardware parts are funded separately from this agreement, by the school, where it is necessary to provide hardware items as part of the support service. The purchase and installation of any new hardware item will be agreed with the school in advance. With prior consultation and an agreement on funding, it will be possible for Primaryworld to maintain a stock of replacement hardware parts.

8. MANUFACTURER WARRANTIES

It is assumed that the client has in place support agreements with the various hardware and software manufacturers for the duration of this SLA. Such services as would be covered by these agreements are excluded from this SLA.

9. GDPR CODE



For the purposes of the Data Protection, the Client is the “Data Controller” and Primaryworld is the “Data Processor”.

Primaryworld process personal data in line with the school’s documented instructions Under Article 28(3)(a) these can be emailed, sent via text or written in the school’s log book. We do not share data with any third party under the school has a processing contract with the third party or if we have had instruction to do so. We encourage all staff to follow data protection principles and provide update training.

Where possible Primaryworld will action “appropriate technical and organisational measures” to help the school to respond to requests from individuals to exercise their rights to access personal information on the school’s network.

Primaryworld will assist the Data Controller at the Data Controller’s cost, in responding to any and all requests from data subjects in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner’s Office);

Primaryworld will notify the Data Controller without undue delay of a personal data breach;

For further information, please refer to our GDPR Compliance statement.

10. INTERNET AND EMAIL SERVICES

Primaryworld always aim to ensure our customers are kept up to date, informed and supported.

The purpose of this document is to provide a guide on our fault management and service level procedures in relation to Internet and Email Services. You can raise an issue to our helpdesk via email where our helpdesk accepts emails 24/7 or via telephone. All calls and emails will be responded to within working hours. A case ticket will be raised in both scenarios. For contract terms please refer to Appendix 1

For all case tickets reported to the helpdesk, you will need to:

- Ensure you are or have access to an authorised contact person (This is the main email account registered to the online portal) for the account you are contacting the helpdesk about. If we don’t have the correct authorisations this may delay our ability to assist with your case.
- Provide the helpdesk with information regarding the type of issue being reported, this may include listing the product or service and a description of the help required or the symptoms experienced.
- When the case is opened, the helpdesk will update information related to the case on the corresponding ticket. Feedback will be passed to you via email from our ticket system or by a telephone call from one of our Support Technicians.

11. HOW ISSUES ARE DEFINED

In order to help ensure we offer the best possible support, each case ticket is classified by product category (i.e. Leased Line) and the type of case (i.e. Fault, Query).

We may also contact the user of the service for further information in order to correctly categorise the issue.

Once this has been done, our support team will begin diagnosing the problem and attempt to take corrective action to help resolve the issue.



12. HOW TO CLOSE A CASE?

A ticket will be closed once the reported issue has been resolved.

If you wish to cancel or close an open case this can be done by, emailing the helpdesk quoting your case reference, and one of our team members will close this for you.

If the issue is not resolved, you may reopen the case ticket by contacting the support team.

13. SCOPE

This section sets out the service levels that apply Internet and Email Services from Primaryworld.

Primaryworld endeavours to provide targeted response and resolution times in accordance to those listed above in this document and in line with Primaryworld's terms and conditions (published on www.Primaryworld.com).

Primaryworld provides resolution times in respect of suspected faults which originate within Primaryworld's network.

For faults which originate outside of Primaryworld's network, Primaryworld will work towards the supplier level agreements provided by the affected service and supplier provider. For faults which originate outside of Primaryworld's network and impact services within Primaryworld products and services, resolution time will be parked and no service level agreement will apply until the affected service is resumed.

This agreement will not apply to services impacted by hardware not owned and/or managed by Primaryworld.

14. SERVICE PERFORMANCE

In all instances Primaryworld endeavours to respond within the designated time frame where working hours are operational. Primaryworld works toward a first response time of 30 minutes in all technical enquiries for Priority and Preferential Care customers. Primaryworld works toward a first response time of 60 minutes in all technical enquiries for Standard Care customers.

Primaryworld guarantees a network uptime of 99.99% excluding where matters are beyond our reasonable control, planned maintenance or maintenance as a result of emergency measures.

Where faults occur outside of Primaryworld's network, the resolution time cannot be guaranteed under this Service Level Agreement.

15. CONTRACT & TERMINATION OF SERVICES AND SUPPORT

The contract terms are listed in APPENDIX 1 for cost of services please refer to associated invoice. Please note that SLA chargers are waived for all small schools. in the event of a signed contract not obtained it will be assumed that on payment of the first invoice the school are bind by the terms and conditions as outlined in this document. In the event of the school wishing to terminate the Service Level Agreement (SLA) then this will be possible by the school (Trust) providing (3 months' notice) 6 months' notice, via letter or email. The SLA must be paid in full for the remaining term.

In the event of the school wishing to terminate Internet and Email Services then this will be possible by the school providing 3 months' notice via letter or email. The services must be paid in full for the remaining term as listed in APPENDIX 1

APPENDIX 1



SUBSCRIBED SERVICES

ICT Support Service		End Date
ü	Remote Support, Telephone Support, Hardware and Curriculum Support, Procurement Support, Cloud Service Support, Backup Support, Computing and External Services Consultation Support. Teachers out of hour's telephone support and external hardware repair management. Term Start date _____ Rolling 1 Year Contract	As agreed
Internet and Filtering Service		
ü	Connection Support, Router Configuration, Line testing and shared services support, Internet Filtering Keeping Children Safe Complaint, Domain Management Fully Managed Service 24 Hour Support One call service Service Term Start _____ 3 years from start date, billed annually	As agreed
Email and Office 365 Services		
ü	Management of tailored Office 365 solution User and group creation and management, ICT strategy and collaboration support. Implementation of Office 365 toolset in line with the schools requirements, set up of cloud solutions to ensure its efficient management and use. Service Term 1 year rolling	As agreed
Remote Back-up Services		
ü	Backup service for backing up PCs, laptops, servers, databases and virtual machine, Data encrypted using up to 448 Blowfish Encryption before being sent to our servers via SSL encrypted transit. Data management and Recovery Service Term 1 year rolling	As Agreed
Website Subscription and Support Service		
ü	Full Hosting and Support, Page creation and design. Fully incorporated Content Management System (CMS). Telephone and Remote Support and Training Service term 1 year rolling	As agreed
Telephone and VOIP Support Services		
ü	VOIP Installation, Training and Support. System monitoring and usage reporting. Handset and line support. Service Term 1 N/A	As agreed
Anti-Virus Software		
ü	Sophos Anti-Virus Managed Solution	As agreed



These terms and conditions are governed by the laws of England and will be in force until subsequent terms and conditions are supplied by Primaryworld

We would appreciate it if you could acknowledge your acceptance of these terms and conditions by signing and dating the bottom of this letter and returning it to the address below. In any other case on receipt of an official purchase order or payment of a service associated invoice it will be assumed that the terms and conditions have been accepted.