

## Terms & Conditions of the WebSure service and products

These terms and conditions shall apply to the agreement between 1) "WebSure" and 2) the "Customer" the Sure Start Programme, Children's Centre or Local Authority applying for the provision of the WebSure product and Services.

These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions.

In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation, which has not been made expressly in this Agreement.

In applying for and using WebSure products and services you are deemed to have read and understand these terms & conditions of business, and that you accept and agree to the said terms & conditions.

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## 1. DEFINITIONS

- The service and products shall be known as "WebSure"
- The operator shall be known as "WebSure"
- The "Customer" means 'you', the customer, licensee, user, licence holder, or any person who makes use of the services through you or on your behalf
- "CMS" means the Content Management System
- "WebSure" shall be identified as the web site package created for Sure Start Programmes & Children's Centres in the United Kingdom that allows the licence holder and their advocates to update the web site content of their own website by using the CMS supplied with the product as further detailed at Clause 2 (Specification) below.
- "Contract" means the agreement between WebSure and the Customer incorporating these conditions, and WebSure's published charges for the provision of its services and products; References to "Agreement" shall, where the context admits, be read as referring to the Contract.
- "Charges" means the charges as agreed and WebSure's latest published prices for its services and product requested or incurred by the Customer.
- "Site" shall be identified as the website package WebSure, installed & published on the Internet.
- "Internet" means the global data network comprising Internet connected networks using TCP/IP (Transmission Control Protocol/Intermit Protocol) Internet Standards means the protocols and standards defined in the following Internet documents: RFC 1009, 1122, 1123 and 1250 and any future such protocols and standards as appropriate
- "Initial Contract Term" means the period of 12 months from the date of the initial WebSure site launch and invoice.
- "Extension Term" means each successive period of 12 months after the Initial Contract Term.
- "Published to the site" means material, data and information submitted to the site by the Customer.
- "Launch" means the date that the site has been invoiced
- "Inappropriate Material" - material that under the laws of any jurisdiction where the material can be accessed is or may be any of the following:- abusive, defamatory, harmful, libellous, malicious, obscene, pornographic, profane, threatening, unlawful, infringes any Intellectual Property Rights, constitutes or encourages a criminal offence or contains a virus, worm, Trojan horse or other harmful code
- "Relevant Legislation" - such laws of England and the Customer's country as relate to data protection and any laws of England and the Customer's country governing Inappropriate Material.

## 2. SPECIFICATION

### 2.1 Items included

The products & services known as WebSure shall comprise the following content and specification

The provision of the WebSure software which delivers a website accessible to the public via the Internet and a Content Management System allowing the Customer to update the site via the Internet following a login process.

*Including the provision of*

- One Sure Start Programme or Children's Centre locations site licence for an initial period of 12 months from the date of invoice. Followed by twelve monthly extension terms.
- The creation of the users unique web site with unique name and up to or above 22 separate areas, supplied with the content as described in our WebSure promotional website and literature made freely available.
- The inclusion of the Customers logo within the site.
- The hosting and publication of the site & its contents on the Internet.
- Technical support for the user
- The provision of one email address, plus E-mail forwarding of contact forms
- An in built CMS (Content Management System) to allow the user to access to update the content of their site.
- A quick start guide and a user guide
- An in built user authorisation system allowing the Customer to designate authorised logins to the CMS
- A master username and password to the authorisation system

## 2.2 Items Excluded

Items also available to include in specification, at additional charges are the provision of

- Additional email addresses & email forwarding services
- Customisation of the WebSure services or products
- Additional storage space for storing and publishing site content
- The provision of additional bandwidth facilities, beyond "normal" levels of site usage

## **3. PRODUCT LICENCE AGREEMENT**

- 3.1 The user does not own WebSure, including any or all parts of it at any time. Upon receipt of initial payment, the user has a licence to use WebSure for an initial period of 12 months from the date of invoice, for one Sure Start Programme or Children's Centre location only. The user will have the licence automatically renewed for an additional 12-month extension term in month nine of the initial contract term. The Customer may cancel the licence giving notice within nine months of the current twelve-month term. If cancellation is not received within the initial 9 month period, the licence will, by default, be renewed for a further 12 months.
- 3.2 By becoming a WebSure user you are purchasing a licence to use your WebSure product for as long as you pay the associated running costs for hosting, maintaining and supporting your site. Upon entering this agreement you are liable for the associated running costs for the Initial Contract Term and any subsequent extension term entered into.
- 3.3 Failure to pay associated running costs in advance will result in the closure of your site/s and the termination of contract/s. As a result of contract termination an administration fee will be charged for the removal of your site and associated content. Refer to our published charges for scale of fees which are available on our website.
- 3.4 No licence purchase costs are refundable under any circumstances.
- 3.5 If a site or sites are terminated due to violation or non-payment of the annual licence fee the licence may have to be repurchased in order to re-launch the Customer's site. Your

site cannot be hosted or published to the Internet by any means other than those provided by WebSure.

- 3.6 Users of WebSure only own the data and images created and published to the site by them after the initial launch of the site. The Customer has no rights or ownership to any part of the front or back end or core content of WebSure that was provided upon site launch. Furthermore, you are not authorised to pass, trade, replicate, duplicate, copy, store or publish by any means whatsoever, whether conventionally, photographically, digitally, manually, electronically or otherwise, any parts of the WebSure products and service or WebSure site content, design, ideas, images, texts, scripts, languages, formats, fonts, libraries, databases, codes, documentation, literature or manuals or any other part thereof without prior written consent from the directors of WebSure.

#### **4. TERMS OF USE**

- 4.1 WebSure is for the use of the Customer's staff and it's advocates who have purchased a licence and who must adhere to the published information in this contract at all times.
- 4.2 WebSure grants no authority to any other person or company to use or gain access to WebSure or the CMS contained within WebSure.
- 4.3 WebSure customers are only permitted to host a single Sure Start Programme or Children's Centre site content on a single "WebSure" licence.

#### **5. INDEMNITY**

- 5.1 The Customer hereby agrees fully to indemnify and keep indemnified and hold harmless WebSure, its employees and agents from and against any and all claims, costs, damages, losses or liability (whether civil or criminal) and expenses (including, but not limited to, legal fees) sustained or incurred by WebSure or any of its employees and agents directly or indirectly and any claim brought against us by a third party resulting from the provision of Services by us to you and or your use of the Services and the Server and in any jurisdiction as a result of:-
- i) the provision by WebSure to the Customer of the WebSure products and services, or
  - ii) any breach by the Customer of any of its warranties contained in this Agreement; or
  - iii) any content material or required mode of operation supplied or specified by the Customer for any Service; or
  - iv) any breach by the Customer of any of its obligations in this Agreement.
- 5.2 The Customer undertakes that it will not transmit Inappropriate Material, infringe the Intellectual Property Rights of any third party, or transmit bulk email (spamming).
- 5.3 Any links made from your website to other sites must comply with the rules appropriate for those other sites or networks. It is your responsibility to make yourself aware of these.
- 5.4 No default by your employees shall in any way affect, modify or limit your obligations under the Contract.
- 5.5 The Customer acknowledges that they shall keep secure any identification, password and other confidential information relating to your account and shall notify us immediately of any known or suspected unauthorised use of your account or breach of security, including loss, theft or unauthorised disclosure of your password/s or other security information.
- 5.6 The Customer acknowledges that WebSure has no control over the information transmitted via the Service and that WebSure does not examine the use to which you put the Service or the nature of the information you are publishing to your web site or Forum. WebSure hereby excludes all liability of any kind for the transmission, hosting or reception of information of whatever nature

- 5.7 The Customer acknowledges that it is responsible for complying with any Relevant Legislation.
- 5.8 The Customer acknowledges and agrees that WebSure is not responsible for the security of the contents of email sent or received by the Customer, and that WebSure are not responsible for nonreceipt, non-delivery or mis-routing of email or any failure of the email system.
- 5.9 Whilst we will use every reasonable endeavour to ensure the integrity and security of the site, we do not guarantee that the site will be free from unauthorised users or hackers or from corruption by virus or other form of malicious program or otherwise
- 5.10 Where products or services supplied by WebSure to a Customer are supplied to WebSure by third parties, the Customer agrees to be bound by any terms and conditions of that supplier and any licence agreements and fully indemnifies WebSure in every respect.

## **6. FORCE MAJEURE**

WebSure shall bear no liability for loss, damage or delay howsoever arising caused by circumstances outside its control.

## **7. WARRANTY**

WebSure relies on third party suppliers to provide uninterrupted Services and to the extent Services are reliant on third parties products and services, therefore WebSure makes no warranties or representations that any Service will be uninterrupted or error-free, due to the nature of the services being provided by means of computer and telecommunication systems.

If a problem occurs subsequent to launch due to the malfunction of any web page, form, script, or other component, or due to the failure or cessation of the web server or service on which the pages are stored, WebSure will make every reasonable endeavour to correct the problem. If the failure cannot be corrected within 2 hours of labour, the Customer will be liable to pay for any extra time/labour or other resource needed to correct the site. If the failure is due to our hosting companies failure then with the Customers agreement we will try to arrange re-hosting of the web to an alternative web server but the Customer will need to bear the full cost of this at our prevailing hourly rate and the full cost of problems with the domain name and full cost of the new web hosting business to host the site for the Customer.

In no event will WebSure be liable to the Customer for any indirect or consequential loss or damage whatever (for example but not limited to loss of business, loss of opportunity, loss of profits)

## **8. FIXED TERM CONTRACT**

- 8.1 Upon entering this agreement (*by either ordering or launching a WebSure site*) you are liable for the associated site running costs for the Initial Contract Term. If termination of service is required within the Initial Contract Term, you will be liable for all associated costs accrued for the provision of this service for the initial term. All associated costs are available from our published price list.
- 8.2 The Initial contract terms for WebSure licenses are for the first 12 months from site launch and invoice.

## **9. EXTENSION TERM**

- 9.1 The extension term refers to each successive period of twelve months after the Initial Contract Term has expired. The contract will be automatically extended on an annual

basis unless the Customer serves a notice to terminate this Agreement within the first 9 months of the initial term.

- 9.2 The annual running, licence and hosting costs must be paid annually, one month in advance of the end of the existing term.

## **10. TERMINATION OF SERVICE**

- 10.1 The Customer on giving written notice to WebSure within 9 months of the start of the agreed initial contract term may terminate the service without penalty. Payment made relating to the remaining 3 months of the initial term will not be refunded. If cancellation is not received within the initial 9-month period from the date of launch and invoice, the licence will, by default, be renewed for a further extension term of 12 months.
- 10.2 The same terms apply to the cancellation of service during any subsequent extension term. Cancellation must be made in writing using the official letter headed paper of the organisation on or within 9 months of the current extension term.
- 10.3 If you give notice, you shall pay all charges as provided in our published charges. Termination of service shall include all applicable charges to enable WebSure to remove your data from the site and terminate the domain name &/or any other service required in order to remove the site from the network &/or server &/or Internet. Your notice does not avoid any other liability for Service already provided.
- 10.4 WebSure reserves the right during the Contract Term and at any time thereafter to terminate this Contract by giving you not less than 3 months written notice for any reason. In the unlikely event of having to suspend the WebSure products and or services the value of pre-paid annual fees will be refunded on a pro rata basis.
- 10.5 If you do not pay the charges in accordance with the provisions of this Contract, or break this Contract in any other way, or are subject to bankruptcy or insolvency proceedings WebSure can (without prejudicing, losing or reducing any other right or remedy) suspend Service, wholly or partially, without notice (but the User remains liable during the suspension to pay charges for Service), or terminate this Contract by immediate notice, without prejudice to WebSure's pre-existing rights.
- 10.6 On termination of this Agreement or suspension of the Services we shall be entitled immediately to block your site and to remove all data located on it. We shall be entitled to delete all such data but we may at our discretion hold such data for such periods as we may decide, to allow you to collect it at your expense, subject to payment in full of any amounts withstanding and payable to us. We shall further be entitled to post such notice in respect of the non-availability of your site as we deem fit.

## **11. SUPPORT AGREEMENT**

- 11.1 Generally, the bulk of your possible questions or requests for support should be answered within the comprehensive user guide documentation supplied to you upon the launch of your site.
- 11.2 Our support service may be accessed at any time via the e-mail link provided in the CMS (Content Management System)

## **12. FEEDBACK AND UPGRADES**

- 12.1 Customers are encouraged to use the e-mail support link to provide feedback and suggestions regarding the future development of the site. Where feedback common to a number of Customers is identified and where it is deemed to add value to the functionality of the site for all Customers WebSure may in its absolute discretion make these changes, additions or upgrades to the site.

- 12.2 From time to time free upgrades will be provided. These upgrades will automatically be applied to Customer sites, unless the Customer has otherwise notified the Operator. Prior to the upgrade being made the Customer will be notified by e-mail of the affects and content of the upgrade.
- 12.3 Upgrades will not always be free of charge. Should a significant upgrade be required due to the re-structuring of the organisation for example WebSure reserve the right to charge for these changes. In these circumstances the Customer will be informed of the proposed changes, the reasons for the changes and the costs. The Customer's web site will not automatically be upgraded until such instructions have been received from the Customer upon acceptance of these charges.

### **13. DATA STORAGE SPACE LIMITATIONS**

- 13.1 Upon launch, your data storage allowance for your site will be accumulated as an "entire quota" for your entire site including User Forums and Postcode Database/s. Upon launch you will be allocated a total of 50 Mb (megabytes) of storage space per site.
- 13.2 Customers may be instructed to upgrade a site that has reached the limit of 50 Mb and charges for additional space may be made at the rate and in accordance with the list of prices available on our website.

### **14. BANDWIDTH USAGE LIMITATIONS**

Customers may be instructed to upgrade a site that is overusing system resources and degrading service for other Customers. Over three years of operating WebSure this has never been necessary and would be unlikely to occur.

### **15. FORUM**

- 15.1 Posting messages to the forum located within the "site" if used is considered part of the "Service" and as such any and all clauses or terms apply, but not exclusively. New messages and responses to messages posted on the forum are the Customer's responsibility
- 15.2 By use of the forum you agree that any statements made and opinions expressed by any user are your responsibility. WebSure will not be held liable for statements or opinions contained in the forum

### **16. DOMAIN NAME AND REGISTRATION**

- 16.1 We make no representation that the domain name you wish to register is capable of being registered by or for you or that it will be registered in your name. You should therefore not assume registration of your requested domain name(s) until you have been notified that it has or they have been registered. Any action taken by you before such notification is at your risk. You will need to make all such enquiries in this regard an this will be your sole responsibility.
- 16.2 The registration and use of your domain name is subject to the terms and conditions of use applied by the relevant naming authority.
- 16.3 We give no warranty or representation that your domain name is or will continue to be available for your use or that no domain name is or will be registered which conflicts with your domain name or which otherwise affects your use of your domain name.
- 16.4 WebSure shall be entitled to withhold the release of any domain name to another provider or "tag holder" unless full payment of all amounts due to us at that time for whatever reason has been received by us.

16.5 If payment is not received for any domain name WebSure may delete or retain the domain for further sale.

**17. CONNECTION**

Connection to the WebSure products and services is via a fixed telecommunications link or dial up connection. This Contract does not include the provision of telecommunications services necessary for connection to the WebSure products and services.

**18. NOTICES**

Termination notices must be provided by either party in the form of a letter using the official letterhead of the organisation. This must be signed by an appropriately senior member of staff who is deemed to have the authority to do so.

**19. ASSIGNMENT**

You may assign all or part of this Contract to any other party only with the prior written agreement of WebSure. WebSure reserves the right to assign all or part of this Contract at any time to any subsidiary or associate company of WebSure.

**END**

Last updated January 18<sup>th</sup> 2003