****

**Delegate Planner Online**

**(Licence Purchase)**

**Proposal Document**

**For**

**Bouncy Ball Web Development and Design**

**Danbury**

**Chelmsford**

**Essex**

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| --- | --- | --- | --- |
| **Version** | **Date** | **Author** | **Change Description** |
| 1.00 | 02/03/2017 | Andrew Dally |  |
| 1.01 | 07/03/2017 | Andrew Dally | Removed Participant Self-certification, automated waiting list, course material files, refresher training and 1 administrator license.Adjusted prices accordingly |
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# Proposal

## Your Solution

We are delighted that Delegate Planner Online software will meet your course administration requirements, providing a single, centralised system for all of your training management needs and eliminating duplication of efforts.

In addition to automating time consuming tasks and simplifying the administration of your courses and resources, Delegate Planner will provide you with easily accessible management information including course finance details at a summary and detailed, individual course level.

Your trainers will have access to details on their courses such as participants attending, timings and venue details. Trainers are also able to access to their own calendars and the ability to add appointments such as periods of holiday or sickness that will affect their availability.

We are pleased to say the system currently includes Sage Line 50 integration, allowing you to export your Sales Orders from Delegate Planner.

## Features included

The features listed below will be included in your system and can be provided within 10 days of Dante Systems receiving order and payment:-

1. Multi-day/multi-session courses where each day/session has its own location, trainers, times, etc.
2. Participants are able to browse courses, check their training history and, if you wish, book courses to suit their schedule
3. A configurable section for your main administrators, providing you with complete control over how your system is set up
4. Track revenue generated from your training courses
5. Resource Management including the Resource Training Matrix, giving you the ability to assign specific resources to specific courses
6. See your Course Availability at a glance – Quickly and easily review your course schedules and availability
7. Full invoicing module, credit notes and cancellation tracking - This also includes the shopping cart style of online booking if you wish Participants to book online.
8. Flexible Programmes – Link multiple Course Schedules together to create your own Programmes and apply a discount for booking the entire programme. Delegates can choose to book the entire programme or separate courses within the programme.
9. Fully Integrated CRM - Keep full details of all of your customers, suppliers and prospective customers
10. Calendars – Easily review who is doing what, when and where
11. Sales Tracking – Monitor and report on the progress of sales, including the ability to set up and apply your own processes
12. Mailshot and Emailshot – an automated Mailshot and Emailshot facility, allowing you to incorporate merge fields into your own email and letter templates
13. Delegate Planner Advanced Automation using The Job Scheduler - Automatically send a variety of customised emails to participants, such as joining instructions and course reminders, on a schedule set by you. This will automate jobs that would otherwise take up considerable time and resources, allowing your administrators and users to focus efforts on other tasks. Delegate Planner will also automatically respond to user actions, sending customised emails such as booking confirmation details when a delegate books a course
14. Email Store – Never lose or misplace important correspondence again as Delegate Planner logs and stores every email you send to system users and delegates
15. Course Evaluations – Create online forms allowing participants to evaluate and provide feedback on your courses
16. Tutor Evaluations – Enable tutors to complete online evaluation and feedback forms, created by you, following each course
17. Themes – Customise the front page of your system to a greater extent with a selection of layout themes
18. Comprehensive, yet simple to use Reports, all of which can be exported to Excel, including
* Who has booked\attended which courses
* Financial information
* Management Reports
* Training records of individuals
* Administration\Registration reports

You will also receive Regular Updates to keep you one step ahead and always on the latest system.

## Further Development

### Search by Postcode on Registration Page

When new delegates currently register themselves onto the system and select a school, we currently allow them to select the school from a list of schools. Instead, we will force them to enter a postcode for their school which will then automatically populate their school information in their delegate record and assign them to that school. If there are multiple schools with the same post code, however unlikely, we will return a list of the schools with that postcode for the guest to select the correct school

### Resource Costings Report

We will add a new report into the system that will have a breakdown of the costs associated a particular schedule as well as the income from that schedule. This will be displayed as one row per schedule with columns for each resource type (Resource types include venue, tutor, equipment and assessors etc.). We will also display the profit for that particular course (total income minus the total cost of the resources). As per all of our course reports already in the system we will allow you to export to excel, word and PDF and filter by the standard course filters (For example, course name, date, course location etc).

### Programme Development

Currently in the system you can setup programmes which link multiple courses together so that the guests booking can either book the entire programme or an individual course on the program and receive a discounted price if they book the entire programme.

We will add a new type of programme that allows the administrator to define all of the schedules in the programme as per the standard system; however, they will be able to define how many courses the delegates need to book in order to receive a discount and also the percentage discount they will receive.

This will mean the guest can book either the entire programme or only the selected schedules in a programme, but only receive discount once they have booked the defined number of courses.

For example, 5 courses could be scheduled as part of a programme with a 20% discount once they book two or more courses within the programme. The guest can either book the entire programme or more than two courses in that programme and receive a 20% discount on the course price.

### Importing Data

In the current system you can import customers (schools) and delegates attached to those schools. We will import the training history of delegates in the system from a CSV file to be sent over by you. This will be imported as ‘Other Training’ which acts almost like an archive of training that has been completed by that delegate, but not linked to any schedules in the system. You can report on this using the ‘Other Training’ report which will get a list of all the other training added to the system. This will also allow you to filter by course date, course name, delegate’s school and delegate filters.

You will also be able to go into a delegate’s record and view all of their training prior to the implementation of Delegate Planner.

## Cost Option A – Dante Systems Hosting

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **Initial** **One-off Investment** | **Monthly Support Cost** | **Monthly Hosting Cost** |
| Online Course Booking System with the following licenses:1 Administrator / Full User Licences1 Trainer Licence2 Training Coordinator Licenses1 Security Administrator Licence1 Auditor Licence1 Web Developer Licence | £3,250 | £170 | £50 |
| Development – Search by postcode on registration screen (see 1.3.1) | £350 | £0 | £0 |
| Development –Resource costings report (see 1.3.2) | £500 | £0 | £0 |
| Development – Programmes development (see 1.3.3) | £850 | £0 | £0 |
| Development – Importing Data (see 1.3.4) | £450 | £0 | £0 |
| One and a half Days bespoke training for your Administrators and Full System UsersIncluding Expenses (£250 mileage) | £1,975 | £0 | £0 |
| **Total Cost for Licence Purchase, Training & Additional Software excluding VAT** | £7,375 | £170 | £50 |

##

## Cost Option B – Customer Hosting

|  |  |  |
| --- | --- | --- |
| **Description** | **Initial** **One-off Investment\*** | **Monthly Support Cost\*** |
| Online Course Booking System with the following licenses:1 Administrator / Full User Licences1 Trainer Licence2 Training Coordinator Licenses1 Security Administrator Licence1 Auditor Licence1 Web Developer Licence | £3,250 | £170 |
| Installation – We will install the Delegate Planner software is installed on your server and ensure all third-party software (Such as Microsoft IIS and SQL Server) are setup correctly.  | £500 | £40 |
| Development – Search by postcode on registration screen (see 1.3.1) | £350 | £0 |
| Development –Resource costings report (see 1.3.2) | £500 | £0 |
| Development – Programmes development (see 1.3.3) | £850 | £0 |
| Development – Importing Data (see 1.3.4) | £450 | £0 |
| Two Day bespoke training for your Administrators and Full System UsersIncluding Expenses (£250 mileage) | £1,975 | £0 |
| **Total Cost for Licence Purchase, Training & Additional Software excluding VAT\*** | £7,875 | £210 |

**\*Only applicable if Billericay Teaching School Alliance host the system and VPN access must be available at all times (Excluding down time and maintenance)**

## Training

Training can be held on your site, a location of your choosing or in our Bristol Offices.

Our Trainer will discuss your requirements with you well in advance of your training taking place. They will then produce a training plan, ensuring all of your requirements are covered during the training sessions.

In general, our flexible Delegate Planner training is delivered in three sessions lasting a day each:

**Day 1** of the training will be for the System Administrators.

This provides System Administrators with an understanding of how the system has been configured and how they can customise it themselves to suit your company’s requirements.

We achieve this by working through the configuration (maintenance) area of the system and by demonstrating how any data entered into that area applies to the key functions of Delegate Planner.

**Day 2** of the training will be for the System Administrators and Full System Users.

System Administrators and Full System Users will all learn how to work with Delegate Planner, establishing an intimate understanding of the system, its capabilities and how it relates to their job role.

This is achieved through practice with real data on the live system so at all times the training remains relevant to each participant.

## Support and Hosting Over a One Year Period

Monthly Internet Service Provider, Maintenance, Support, Including SSL Certificate and nightly backups. Please refer to Section ‘4 Schedule 2: The Service Level Agreement’ for details on the Support provided.

You will also receive Regular Updates to keep you one step ahead and always on the latest system

###### Internet Service Provider

Web hosting with:

 300 MByte Web Space

 200 MByte SQL Server Database

 5 GByte Traffic per month

###### Security (SSL) Certificate

This certificate ensures that information between the user and the web site is encrypted so that confidential information can be safely transmitted.

When the SSL certificate is installed you will see the padlock icon in the bottom right hand corner, of your web browser.

## Additional Licences - All Licences Are Concurrent

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **Initial one off Investment** | **Support cost per month** | **Hosting Cost per month** |
| Additional Internal Trainer Licences Per Licence | £125.00 | £5.00 | £5.00 |
| Additional Trainer External Licences Per Licence | £125.00 | £5.00 | £5.00 |
| Additional User\Administrator Licences - per licence | £500.00 | £10.00 | £10.00 |
| Additional Training Co-ordinator Licences (Training Managers\Administrators Clients Company) per Licence | £125.00 | £5.00 | £5.00 |
| Additional Read Only Licences – per Licence |  £125.00 | £5.00 | £5.00 |
| Auditor Licences Per Licence |  £125.00 | £5.00 | £5.00 |
| **Web Developer Licences** | £00.00 |  |
| **Security Administrators Licences**  | £00.00 |  |
| **Participant Licences** | £00.00 |  |

All Costs Exclude VAT

**Please Note: We will be more than happy to provide a discount when purchasing additional licences in bulk.**

#  Terms and Conditions

## Your agreement with Dante

These Terms and Conditions should be read in conjunction with the rest of the Proposal (as defined below) of which they form part. Signature of the Proposal on behalf of both you and Dante creates a legally binding contract with provision of the Services (as also defined below) consisting of the Proposal, including these Terms and Conditions, and any schedules or appendices referred to in either document (“Agreement”).

**2.2 Interpretation**

2.2.1 The definitions and rules of interpretation in this clause apply in these Terms and Conditions.

**Definitions**

|  |  |
| --- | --- |
| “Acceptance” | the performance of the Software in accordance with the Specification; |
| “Business Day” | a day which is not a Saturday, Sunday or public holiday in England and Wales; |
| “Charges” | any or all charges to You, whether for the Software or the Services or any other goods or services supplied or provided to you by Dante from time to time; |
| “Customer Data” | all data supplied by You and accepted by Dante for the purpose of using the Software or facilitating Your use of the Software; |
| “Dante” | Dante Systems Limited, a company incorporated and registered in England and Wales with company number 2368853, whose registered office is Hollywood Tower Mansion, Hollywood Estate, Hollywood Lane, Bristol, BS10 7TW; |
| “DPA Regulations” | The Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all the relevant mandatory guidelines issued by the UK Information Commissioner; |
| “Hosting” | the service provided by Dante whereby You gain access to and use a hosted service via the internet and, where applicable, any services and facilities provided by Dante to You in connection with that service, including associated websites, on the terms set out in Schedule 3 to these Terms and Conditions; |
| “Intellectual Property Rights” | patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world; |
| “parties” | You and Dante and “party” shall be construed accordingly; |
| “Proposal” | the document dated 2nd February 2015 incorporating these Terms and Conditions; |
| “Service Level Agreement” | the document set out in Schedule 2 to these Terms and Conditions; |
| “Services” | the provision of the Software, Support, Training and, if applicable, Hosting by Dante to You; |
| “Software” | Dante’s delegate planner software, including all modifications, upgrades and new releases agreed or issued by Dante from time to time during the term of this Agreement; |
| “Specification” | the specification of the Software as set out under “section 1 Proposal” of the Proposal Document; |
| “Support” | support for the Software provided to You by Dante in accordance with the Service Level Agreement; |
| “Training” | training in the use of the Software provided to You by Dante on the terms set out in Schedule 1 to these Terms and Conditions; |
| “Terms and Conditions” | these terms and conditions; |
| “Users” | any of your employees or self-employed contractors that are able to log in and use the Software; and |
| “You and Your” | the customer whose details are set out on page 1 of the Proposal. |

2.2.2 Clause, Schedule and paragraph headings shall not affect the interpretation of these Terms and Conditions.

2.2.3 Unless the context otherwise requires:

1. words in the singular shall include the plural and in the plural shall include the singular;
2. a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
3. a reference to one gender shall include a reference to the other genders; and
4. any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2.2.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s successors and permitted assigns.

2.2.5 References to clauses and Schedules are to the clauses of and Schedules to these Terms and Conditions and references to paragraphs are to paragraphs of the relevant Schedule.

2.2.6 The Schedules form part of these Terms and Conditions and shall have effect as if set out in

 full in the body of these Terms and Conditions. Any reference to these Terms and Conditions

 includes the Schedules.

2.2.7 In the case of conflict or ambiguity between any provision contained in the body of these

 Terms and Conditions and any provision contained in the Schedules, the provision in the

 Schedules shall take precedence.

**2.3 Authority to sign the Agreement**

You confirm to Dante that You have the authority to enter into and meet Your obligations under this Agreement.

**2.4 Dante’s obligations**

Dante will provide You with the following:

* + 1. delivery and installation of the Software;
		2. Support;
		3. Training; and
		4. where agreed as part of the Proposal, Hosting.

**2.5 Your obligations**

2.5.1 You will:

1. unless Dante is providing Hosting as part of the Services, be responsible for providing the hardware and software platforms required for the Software as described in our “Delegate Planner Server Guidelines – Customer Hosting” document which is set out in Appendix 1 to the Proposal; and
2. install updates that are supplied to You by Dante within one calendar month of receipt, as if You do not install the updates, Dante are unable to guarantee the response times in the Service Level Agreement.

2.5.2 You will procure that any Users will only use the Software for legitimate business uses and

 that they will not:

1. use the Software to commit or encourage a criminal offence;
2. use the Software to send, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, harmful to minors or in breach of confidence, copyright, privacy or any other rights;
3. use the Software to do anything which is contrary to the acceptable use policies of any connected networks and internet standards;
4. use the Software to insert or knowingly or recklessly corrupt data or transmit or distribute a virus;
5. seek unauthorised entry into the Software;
6. hack into any aspect of the Software;
7. circumvent, or attempt to seek to circumvent, any of Dante’s security safeguards or those of any of its Software partners;
8. use any domain name or mailbox name within the Software so as to infringe any Intellectual Property Rights of any other person;
9. use the Software to send or provide any spam or other unsolicited advertising or other promotional material by email or by any other electronic means;
10. use the Software to send email or any other type of electronic message with the intention or result of affecting the performance or functionality of any computer facilities;
11. use the Software in any way that does not comply with the terms of any legislation or any licence applicable to You or that is in any way unlawful;
12. employ a misleading email address or name or falsify information in the head, footer, return path or any part of any communication, including any email transmitted through the Software;
13. modify, translate, reverse engineer, decompile, disassemble (except to the extent permitted by law or create derivative works based on the Software or any other software supplied by Dante , or its licensor or other content owner or any documentation accompanying the Software or any other such software.

##  Charges and terms of payment

2.6.1 The Charges are payable as follows:

1. for the Software, with Your order;
2. for Support, monthly by standing order commencing on the date of the delivery of the Software;
3. where provided, for Hosting, monthly by standing order commencing on the date of the delivery of the Software;
4. for Training, in accordance with the provisions of Schedule 1; and
5. for any modifications to the Software, 50% deposit with Your order, 30% on delivery and 20% on Acceptance.

2.6.2 All Charges are exclusive of VAT which shall be payable by You in addition.

2.6.3 Charges are subject to change due to inflation, market conditions and, where Hosting is provided, any change in the costs charged to Dante by its Hosting provider.

2.6.4 Dante reserves the right to increase or decrease any Charges from time to time. Dante will give You notice of any such increase or decrease, and in the case of any increase such notice will be at least 60 days.

2.6.5 Charges for Support and, where provided, Hosting are reviewed annually, and if additional modifications to the Software and licences therefor are purchased during the term of the Agreement, then there may be further such Charges in which case You will be advised at the time of, or prior to, Your purchase.

2.6.7 The use of the Software by any Users, in any way, will be chargeable to You.

2.6.8 No further modifications to the Software will be provided by Dante unless any outstanding Charges have been paid in full.

2.6.9 Any costs or expenses incurred by Dante in collecting any Charges owed to Dante shall be reimbursed to Dante by You.

2.6.10 If You fail to pay any Charges due to Dante under this Agreement by the due date for payment, then and without limiting any other rights or remedies Dante may have, Dante may:

1. suspend the performance of Support and, if provided as part of the Services, Hosting; and/or
2. charge You interest on the overdue amount at the rate of 4% per annum above National Westminster Bank Plc base rate from time to time, such interest accruing on a day to day basis from the due date until actual payment of the overdue amount, whether before or after any judgement.

**2.7 Intellectual Property Rights**

You acknowledge that all Intellectual Property Rights in the Software, any other software supplied to You by Dante, and in each case the content thereof, belong and shall belong to Dante or the relevant third party owners (as the case may be) and that You shall have no rights therein or thereto other than the right to use the same in accordance with the terms of this Agreement.

 **2.8 Licence**

Dante grants to You a non-exclusive licence for the full period of the copyright in the Software commencing on and including the date of delivery and installation of the Software but only as follows:

2.8.1 to use the Software on a single website domain only such domain to be supplied to Dante

 when You purchase the Software; and

2.8.2 to use the Software on that website domain to provide web pages only to any visitor to that website.

**2.9 Confidentiality and security**

2.9.1 Each of You and Dante shall, during the term of this Agreement and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this Agreement) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this clause, or subsequently comes lawfully into the possession of such party from a third party. Each of You and Dante shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.

2.9.2 You agree that neither Dante nor its software partners shall, under any circumstances, be held responsible or liable for situations where the Customer Data stored or communicated through the Software are accessed by third parties through illegal or illicit means, including situations where such data is accessed through the exploitation of security gaps, weaknesses or flaws (whether known or unknown to Dante at the time) which may exist in the Software. Electronic communications as provided within the Software are private, and only under situations where explicitly required or allowed by law will such communications be accessed, intercepted, disclosed or used without the consent of at least one of the parties to the communication.

**2.10 Customer Data**

2.10.1 You shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

2.10.2 You hereby grant Dante the right to copy and distribute Your Content but solely to the extent necessarily to allow Dante to make it available when providing the Services.

2.10.3 You acknowledge and agree that Dante is not responsible or liable for any Customer Data, even though it may be unlawful, harassing, libellous, privacy invading, abusive, threatening, harmful, hateful, vulgar, obscene, and/or disruptive, or may infringe upon, misappropriate, or otherwise violate the above Intellectual Property Rights of any person.

2.10.4 Although Dante does not systematically monitor Customer Data or it reserves the right, at its sole discretion, to edit or delete any part of it that it believes is any of the things referred to in sub- clause 2.10.3. Dante will notify You of any concerns that Dante has and will request You to make any necessary changes to the Customer Data within 14 days before taking any action to remove or edit it.

2.10.5 Dante shall, when providing the Services, comply with its privacy policy relating to the privacy and security of the Customer Data, which is available on Dante’s website at [www.dantesystems.co.uk](http://www.dantesystems.co.uk).

**2.11 Indemnity**

You shall defend, indemnify and hold harmless Dante against all claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) arising out of or in connection with Your use of the Services.

**2.12 Limits of Liability**

2.12.1 Dante does not warrant that the use of the Software will be uninterrupted or error-free nor as to the results to be obtained from such use.

2.12.2 This clause 2.12 sets out the entire financial liability of the Dante (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:

* + 1. arising under or in connection with this Agreement;
		2. in respect of any use made by the Customer of the Services or any part of them; and
		3. in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

2.12.3 Except as expressly and specifically provided in these Terms and Conditions:

1. You assume sole responsibility for results obtained from the use of the Services by You, and for conclusions drawn from such use. Dante shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Dante by You in connection with the Services, or any actions taken by Dante at Your direction;
2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and
3. the Services are provided to You on an "as is" basis.

 2.12.4 Nothing in these Terms and Conditions excludes the liability of Dante:

1. for death or personal injury caused by Dante's negligence; or
2. for fraud or fraudulent misrepresentation.

 2.12.5 Subject to sub-clause 2.12.3 and sub-clause 2.12.4:

1. Dante shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and
2. Dante’s total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Charges during the previous 12 months, or, if this Agreement has not been in force for 12 months, during that lesser period.

**2.13 Variation**

2.13.1 Dante reserves the right at its sole discretion at any time and without notice to remove, amend or vary any of the Software or content supplied in connection with the Software provided such alteration or amendment does not require any material change to this Agreement.

2.13.2 If, upon receiving any such notice or any notice pursuant to sub-clause 2.6.4, You do not agree to the alteration or amendment or the change in the Charges (as the case may be), You may terminate the Agreement by giving notice in accordance with sub-clause 2.14.1 below.

2.13.3 You will be deemed to have accepted any alteration and/or amendment to the Agreement if You continue to use the Services after the period of notice required from you pursuant to sub-clause 2.14.1 below has expired.

2.13.4 Subject to sub-clause 2.13.1 and sub-clause 2.13.4 above, no variation of this Agreement shall be effective unless it is in writing and signed by You and Dante (or their authorised representatives).

##  Term and termination

2.14.1 This Agreement shall, unless otherwise terminated as provided in this clause 2.14, commence on the date that the Proposal has been signed by the last of You or Dante to sign it and shall continue thereafter unless and until either You or Dante gives not less than 12 months’ notice of termination to the other, provided that if You do not accept any alteration or amendment of which You have received notice from Dante pursuant to sub-clause 2.13.2 above, You may terminate this Agreement on giving Dante 30 days’ notice in writing.

2.14.2 Without limiting any other right or remedy available to it, Dante may terminate this Agreement with immediate effect by giving You written notice if:

1. You fail to pay any Charges within 30 days of the due date for payment thereof; or
2. You are no longer able lawfully to receive the Services.

2.14.3 Without limiting any other rights or remedy available to You or Dante, You or Dante may terminate this Agreement with immediate effect by giving written notice to the other if:

1. the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
2. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 ;
3. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
4. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
5. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
6. the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
7. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
8. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
9. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in sub-clause 2.14.2(b) to sub-clause 2.14.2(h) (inclusive); or
10. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

2.14.4 On termination of this Agreement for any reason:

1. You shall immediately pay to Dante any Charges due to Dante under this Agreement;
2. Dante reserves the right to delete or otherwise dispose of any of the Customer Data in its possession; and
3. any rights, remedies, obligations or liabilities You or Dante may have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination, shall not be affected or prejudiced.

**2.15 Force Majeure**

Dante shall have no liability to You under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving Dante’s workforce or that of any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that You are notified of such an event and its expected duration.

**2.16 Waiver**

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**2.17 Rights and remedies**

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

**2.18 Severance**

2.18.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

2.18.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

 **2.19 Entire agreement**

2.19.1 This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

2.19.2 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

 **2.20 Assignment**

2.20.1 You shall not, without the prior written consent of Dante, assign, transfer, charge, sub-contract, sub-license or deal in any other manner with all or any of your rights or obligations under this Agreement.

2.20.2 Dante may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

**2.21 No Partnership or agency**

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

**2.22 Third party rights**

This Agreement does not confer any rights on any person or party (other than the parties and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

 **2.23 Notices**

2.23.1 Any notice required to be given under this Agreement shall be in writing and shall be sent by pre-paid first-class post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes, or sent by email to the other party's email address as set out in this Agreement.

2.23.2 A correctly addressed notice sent by pre-paid first-class post shall be deemed to have been received two Business Days after posting a notice sent by email shall be deemed to have been received when capable of being received by the recipient.

 **Governing law**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

 **2.24 Dispute resolution**

2.24.1 If any dispute arises between the parties in relation to this Agreement, the parties will attempt to settle it by negotiation.

2.24.2 If the parties are unable to settle any dispute by negotiation within 21 days, the parties will attempt to settle it by mediation in accordance with the UK Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. The mediation will take place in Bristol, England and the language of the mediation will be English. The Mediation Agreement referred to in the Model Procedure shall be governed by, and construed and take effect in accordance with, English law. The courts of England and Wales shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise out of, or in connection with, the mediation.

2.24.3 If the parties have not settled the dispute by the mediation within 21 days of the mediation being instituted, the dispute shall be referred to, and finally resolved by, arbitration under the Rules of the Chartered Institute of Arbitrators, which Rules are deemed to be incorporated by reference to this clause. The arbitration will take place in Bristol, England and the language of arbitration will be English.

2.24.4 The award of the Arbitrator will be final and binding upon the parties.

2.24.5 Both parties will share the cost of mediation and/or arbitration equally.

# Schedule 1: Training

1. Invoices for Training are due for payment in advance of the Training taking place.

2. All bookings are provisional until confirmed in writing.

3. If a trainee cannot attend the course booked and wishes to attend on a different date, Dante will try to accommodate them. All changes need to be confirmed in writing at least 7 Business Days prior to the Training course date.

4. Payment is due in full for all courses cancelled less than 7 Business Days before the first day of the Training.

5. The copyright and all other Intellectual Property Rights in any Training documentation written by Dante belong to Dante. No part of such documentation may be used or reproduced in any form or by any means without Dante’s prior written permission.

# Schedule 2: The Service Level Agreement

**4.1 Interpretation**

**The following definitions apply in this Schedule:**

|  |  |
| --- | --- |
| “Defect” | an error in the operation of the Software that causes it to fail to operate in accordance with the Specification, the severity of which shall be categorised in accordance with the Support response times below; |
| “Documentation” | the training and user manuals supplied by Dante in relation to the Software; |
| “Representatives” | the persons appointed by the parties to resolve any disagreement in relation to the Service Level Agreement; |
| “Support Request” | a request by a User in relation to his use of the Software or a particular function of it which may or may not be referred to in the Documentation and which is not a Defect. |

**4.2 Dante provides:**

1. a telephone helpdesk which allows Users to telephone to report Defects or to submit Support Requests. If the Software enables Dante’s support person to log in he can provide interactive support by working with You.
2. an email notification service which allows Users to report Defects and submit Support Requests by email to a specified email address - support@dantesystems.co.uk.

When a User sends an email to support, the email is read by - and stored in – Dante’s support software system. If the User is registered with Dante as a customer contact, the email is linked to the User’s record.

If a User telephones support, the support person determines the nature of the call and passes the call to the best person available to deal with the call.

Dante’s support software system shows the support team when a new email arrives so that it can be dealt with promptly. The support team deals with Your query and emails back with the outcome where possible. They may telephone or email You for additional information.

If the enquiry requires escalation, a quality management system (QMS) record is raised in the support software system. A unique tracking number is assigned by the support software system.

If there is an apparent Defect, the development team are advised so that they can confirm if a Defect does exist. If a Defect does exist, then a workaround will be provided where possible. The Defect is then scheduled to be remedied.

It is very unlikely that Dante will visit Your site to deal with a support issue because Dante can run Your system from its offices in the same way that You do from Your offices. Occasionally Dante may request to take over Your computer by remote access.

**4.3 Scope:**

Dante will provide assistance for Users and administrators of the Software that have been trained by Dante.

Dante will provide support to Your I.T. personnel to assist with installation or maintenance requests.

Support covers the Software as delivered including modifications written by Dante for You. Any additional modifications You purchase are automatically covered by this Service Level Agreement.

Business Hours:

Dante’s business hours are 09:00 to 17:00 Monday to Friday excluding public holidays.

Response Times:

Support response times are set according to the severity of any reported Defect.

These response times will only come into effect following Acceptance and payment in full for the Software.

|  |  |  |  |
| --- | --- | --- | --- |
| **Defect Category** | **Description/Conditions** | **Response Tine** | **Time interval for remedying Defects** |
| **A** | A Defect critical to solving Your tasks and where a workaround is not possible.An example is where Dante hosts Your application and the server or network fails, | 4 working hours | 1 Business Day or 8 working hours |
| **B** | A Defect critical to solving Your tasks, but where a workaround, according to Dante’s instructions, is possible.An example is where the system is unable to accept a credit card booking but You can take one manually. | 8 working hours | 3 Business Days or 24 working hours |
| **C** | A Defect not critical to solving Your tasks, and where workaround is not possible.An example is where a report is not producing an expected result. | 8 working hours | 5 Business Days or 40 working hours |
| **D** | A Defect not critical to solving Your tasks, and where a reasonable workaround, according to Dante’s instructions, is possible.An example is where a report is not producing an expected result, but the information is available elsewhere in the system. | 24 working hours | 21 Business Days or 105 working hours |
| **E** | A Defect of no or trifling importance to solving Your tasks.An example is a spelling mistake in a screen or report. |  | 42 Business Days or 210 working hours |

In the case of any disagreement about categorisation of a Defect, the Representatives shall use their respective best endeavours to agree in writing the classification of the Defect.

Dante do not report back on conforming with these response times. If there is a critical issue, Dante will contact You directly to explain the cause of the issue, what is being done about it and when it expects a resolution.

**4.5 Your Commitment:**

Please note that if You host the Software, the time to diagnose and resolve any issue is dependent on full, unrestricted access, by Dante to Your server(s) via Virtual Private network (VPN) or agreed equivalent. If Dante do not have such access, then it may be restricted in its ability to diagnose an issue and resolve it.

# Schedule 3: Hosting By Dante Systems

Dante will provide You with access to the Hosting Service via a website address that is specific to Your use of that service. Dante can provide an SSL certificate to protect data transmissions between that website and the Users’ computers. Where Users access that website by email address and password, failure of a User to provide the correct passwords 3 times in a row will result in their account being suspended. Your security administrators can re-enable access to the User when they are satisfied that the User is genuine. Alternatively you can enable the facility whereby users can reset their own password.

You will be responsible for inter-operability between Your hardware and the Hosting.

You will procure that no User shall use the Hosting in any way that, in Dante’s opinion, is, or is likely to be, detrimental to the provision of Hosting to any other customers of Dante, including placing bandwidth demands on the Hosting in access of those notified to You in writing by Dante.

You will acknowledge that Dante provide the Hosting using facilities provided by a third party hosting provider. The service level agreement provided to Dante by such provider in respect of the Hosting (a copy of which is available on request) is accepted by You as the level of service expected from the Hosting. Currently, such agreement provides for 99.99% network availability and a response to hardware failures within 2 hours. Additional interruptions to the Hosting will occur from time to time during the provision of updates to the service.

When the third party hosting provider notifies Dante of planned interruptions to the service, for example for maintenance or upgrades, Dante will notify You in turn. Where Dante plans to upgrade the Software, Dante will do this outside normal business hours on a date and at a time agreed with You.

Dante reserves the right to change its third party hosting provider and/or the facilities provided as part of the Hosting for any reason, but, in the case of the latter, only if Dante provide the same, or better, facilities.

Dante’s service uptime is set at 99.9%. For every hour above Dante’s acceptable outages per calendar month, You will be reimbursed 5% of the Charges for Hosting up to a maximum of 50% of the net fee for the month in question. This will only apply if a failure has been recorded.

Dante will, via its third party Hosting provider, make daily incremental and weekly full backups of the Customer Data which will be retained for 2 weeks.

9. Dante acknowledges and agrees that it shall be a “data processor” and You shall be the “data controller” and agrees and undertakes that it shall:

1. only process personal data (as defined in the DPA Regulations) in accordance with the terms of this Agreement and any lawful instructions given by You from time to time;
2. back up such data at regular intervals and, in the event of any loss of or damage to thereto, then and without limiting any other rights or remedies You may have, use its best endeavours to restore the lost data from the latest back-up thereof maintained by Dante;
3. put in place such technical and organisational measures as are appropriate and necessary to safeguard against the corruption, disruption, loss of or unauthorised access or alteration to such data; and
4. not transfer or store any of your data outside the European Economic Area except by written permission from you.

# Timescales

|  |  |  |
| --- | --- | --- |
| **No.** | **Project Step/Milestone:** | **Implementation Times** |
| **1** | Contract signed and go ahead given | TBC |
| **2** | Dante Systems to complete a Supplier Approval form provided to become an approved supplier | TBC – Is this needed? |
| **3** | Customer implementation to Dante Delegate Planner Online ‘Core’ system prior to modification and integration of additional software.  | 2 Weeks after contract signed |
| **4** | Delegate Planner Administrator Training, 1 day - Covers the set-up of your system, tailoring it to your company’s needs and making it work the way you want it to. This will give your Administrators the opportunity to continue creating the different email templates required, ready for use during User Training while Software is modified to suit your requirements by the Dante Team. | Will arrange a date for the first day of training ASAP (after no. 3). No later than 4 weeks after contract signed |
| **5** | Additional development to be completed and released into customer’s system. | Up to 6 weeks after contract signed |
| **6** | Delegate Planner User Training, 1 day - Provides each user with an understanding of their new system, its capabilities and how it relates to their job role through practice with real data. | Will arrange a date for the second day of training (after no. 5). No later than 8 weeks after contact signed |
| **7** | Delegate Planner goes live | TBC |

# Agreement

I acknowledge I have read and understood the Dante Systems Proposal Document including the Terms and Conditions, Schedules, Hosting (if applicable) Appendices attached and hereby order the System and Services as set out in this Proposal. I confirm I am duly authorised to place this order for and on behalf of the Customer.

|  |  |  |
| --- | --- | --- |
| **Customer:**  |  | **Dante Systems Supplier** |
| Signed |  |  | Signed |  |
| Name |  |  | Name |  |
| Position |  |  | Position |  |
| Company |  |  | Company | Dante Systems Limited |
| Date |  |  | Date |  |

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