

STANDARD TERMS FOR CHECKMATE

1. Subject to paragraph 1.1, in these Standard Terms, capitalised words and phrases have the meanings given in the Agreement.

1.1 Notwithstanding anything to the contrary in the Agreement, where used in these Standard Terms the following words and phrases shall have the following meanings:

"Acceptable Use Policy" means the Acceptable Use Policy set out at the end of these Standard Terms;

"Agreement" means the standard terms and conditions of M3 Housing Ltd, as set out on www.m3h.co.uk;

"Anonymous Membership" means that the Customer is not prepared to permit other subscribers to the Checkmate Service to be able to identify them;

"Available" means that the Checkmate Service is able to be accessed over the internet at the Website;

"Checkmate Service" means the Checkmate application service provided by the Distributor on the Website for access by the Customer;

"Member" means a Customer that has purchased the Checkmate Service and paid their Annual Fees;

"Open Membership" means that the Customer is prepared to permit other subscribers to the Checkmate Service that subscribe to Open Membership to be able to identify them;

"Questionnaire" means the questions to be answered in order to provide the data for analysis for a particular Type of membership and Round of the Checkmate Service;

"Round" means the performance data and analysis relating to a specific financial year

"Social Housing Sector" means the social housing industry which includes all registered housing associations (and any other bodies approved by the Housing Corporation under the Housing Act 1988) and the housing departments of local authorities in the UK and Northern Ireland, (and organisations carrying out work on their behalf, including but not limited to Arms Length Management Organisations, and Tenant Management Organisations), and consultants and contractors working in the sector;

"Type" Customers may sign up for different Types of membership each with their own version of the Questionnaire, including:

- **"Client"** membership which covers the Customer's performance in managing the delivery of repairs and maintenance services to residents of social housing;
- **"Internal Contractor"** membership which covers the performance of an organisation wholly or partly owned by the Customer under a contract to

complete repairs and maintenance jobs and provide related services to enable the Customer to meet their repair and maintenance obligations to residents of social housing;

- **“External Contractor”** membership which covers the performance of an independent company under a contract to complete repairs and maintenance jobs and provide related services to enable a social housing organisation to meet their repair and maintenance obligations to residents.

"Unavailable" means a period when the Checkmate Service is not Available, but excluding all periods:

- a) of scheduled maintenance of the Checkmate Service,
- b) during which any third party services and/or equipment necessary for provision of the Checkmate Service are not fully operational or functional,
- c) about which the Customer is given prior notification that the Checkmate Service will be unavailable or operating with limited functionality, and/or
- d) during which the Checkmate Service has been suspended by the Distributor in accordance with the Contract;

"User" means an individual who uses the Checkmate Service to enter data or run reports on behalf of the Customer;

"Website" means the website having the URL www.m3h.co.uk/checkmate, and any other website from time to time being operated by or on behalf of the Distributor in addition to or in substitution for or as an alternative to such website.

Grant

2. Subject to, and in consideration of, the payment of the Annual Fee, the Distributor grants the Customer, a non-exclusive, non-transferable licence to use, the Checkmate Service, in accordance with these Standard Terms and the terms of the Agreement.
3. The Checkmate Service shall constitute a "Service" as defined in and for the purposes of the main body of the Agreement.

Use

4. For the purposes of paragraph 1, "use" of the Checkmate Service shall be restricted to use by up to four Users authorised by the Customer who will be identified by their email address and given a password by the Distributor to access the Website for the purposes and in the manner specified herein.

5. The Service

- 5.1 Under the Checkmate Service, the Distributor shall:

- 5.1.1 make the Website available to enable the Customer to enter their own performance data in providing repairs and maintenance services to residents and compare their performance with that of other present and past Customers of Checkmate;
 - 5.1.2 use its reasonable endeavours to ensure the questions and analysis are kept up to date with the requirements of those responsible for regulating the Social Housing Sector;
 - 5.1.3 make the Website available during normal Business Hours (excluding scheduled downtime for maintenance);
 - 5.1.4 adjudicate on the way questions should be interpreted to take into account a Customer's circumstances in a way that is consistent for all Customers;
 - 5.1.5 carry out checks to validate completed Questionnaires within four weeks of submission in accordance with clause 5.3;
 - 5.1.6 provide access to the reports and analysis within two Business Days of a Customer's data being validated;
 - 5.1.7 provide updates and telephone and email support for Customers relating to their use of the Website.
- 5.2 The Distributor will make available a range of services that can be purchased by Customers to assist them in completing the Questionnaires and interpreting the reports.
- 5.3 From time to time the Distributor will organise meetings at which Customers can meet each other to discuss the reports and analysis and the Services provided to Customers, and at its discretion will use Customer suggestions where appropriate to improve the Service.
- 5.4 The Distributor accepts no responsibility for the accuracy of the data entered by Customers or its interpretation beyond using its reasonable endeavours to check the validity of the data provided by seeking clarification from Customers where their data gives unexpected results or appears inconsistent with expectations.
- 5.5 Any data submitted on a Questionnaire becomes the property of the Distributor.
- 5.6 The Distributor undertakes not to disclose confidential information provided by the Customer to any person not involved in the provision of the Checkmate Service except as provided under these Standard Terms.
- 5.7 The Distributor accepts no responsibility for data which is lost or corrupted due to user error, transmission failure or for any other reason.
- 5.8 Access to and downloading of any data from the Checkmate Service is at the risk of the Customer and the Customer shall carry out all necessary virus checks in respect thereof. The Distributor makes no warranty that the Website and/or any material accessed via it is free from viruses or anything else that has contaminating or destructive properties including where such viruses or other programmes result in loss of or corruption to the Customer's data or other property.

Customer's obligations

6. The Customer agrees to use reasonable endeavours to enter accurately the data required to complete the Checkmate Questionnaires to which they have subscribed.
7. The Customer agrees to indemnify the Distributor for any claims arising out of the use of the Checkmate Service by the Customer or Users which results in the transmission or display of any material which is offensive, defamatory, illegal or which infringes intellectual property rights.
8. The Customer acknowledges that it is solely responsible for its use of the Checkmate Service, and any content which is uploaded to the Website. The Customer agrees, and undertakes to ensure that each User shall agree to use the Checkmate Service in accordance with the Acceptable Use Policy.
9. The Customer shall provide all facilities and information necessary for the configuring, set-up and successful implementation of the Service.
10. The Customer shall provide any other administrative information requested by the Distributor from time to time to keep the Customer's account up to date.

Confidentiality

11. The Customer agrees, and undertakes to ensure that each User shall agree, to treat the information based on data provided by other Customers of Checkmate in strict confidence and only to disclose it to staff and officials of the Customer, each of whom must agree to be bound by these terms.
12. Customers who subscribe to Open membership will be able to identify other Open Members, while those that subscribe to Anonymous membership will see the characteristics of the other Customers but without sufficient detail to be able to identify them.

13. Termination

- 13.1 In addition to its rights under the Agreement, the Distributor may terminate or suspend access to the Checkmate Service (including access by individual named Users) and terminate the Contract in the event of a serious or repeated breach of the Contract.
- 13.2 In addition to its rights under the Agreement, the Customer may terminate the Checkmate Service as follows (save that in either case no Fees shall be refunded to the Customer):
 - 13.2.1 at one month's notice at any time;
 - 13.2.2 at one week's notice at the expiry of any anniversary of the Effective Date.

14. Service Levels

- 14.1 The Distributor shall have no responsibility or liability for failure to provide the Checkmate Service due to circumstances beyond its control. These may include problems with external communication systems, the Customer's mail servers or links or other setup problems on the Customer's side.
- 14.2 The Distributor shall ensure that the Checkmate Service is Available for 97.75% of the time on a three month rolling basis, which shall be calculated using the following formula:

$$\text{Availability} = ((T - U) \div T) \times 100$$

where:

T = Number of hours in the three month period; and

U = Number of hours in the three month period that the Checkmate Service is Unavailable.

- 14.3 Subject to the provisions of clause 14.4, if the Checkmate Service is Unavailable for an aggregate period exceeding 48 hours per three month period, the Customer shall be entitled to pro-rata rebate of the Annual Fee by way of a service credit redeemable against the payment of the Annual fee for the following year, which shall be calculated using the following formula:

$$\text{Pro rata service credits} = (U \div T) \times 100$$

where:

T = Number of hours in the three month period; and

U = Number of hours in the three month period that the Checkmate Service is Unavailable.

- 14.4 In any period of 12 months, the maximum aggregate amount of service credits issued shall not exceed 20% of the Annual Fee.

Changes

15. The Distributor reserves the right to make changes to the Checkmate Service when it considers it reasonable to do so. Any such changes shall be notified to the Customer in writing at least 21 days before being implemented.

16. Fees

- 16.1 The Client acknowledges that the Annual Fee may be varied in accordance with the terms of the Agreement.

- 16.2 The Annual Fees are charged per Round for each Questionnaire and are set out on www.m3h.co.uk.

- 16.3 If the Customer fails to make payment of any Fees when due then, without prejudice to any other right or remedy the Distributor may have, the Distributor shall be entitled to suspend the Service with notice until such payment is made in full.

17. Support Services

- 17.1 Subject to and in consideration of the payment of the Fees, the Distributor shall provide to the Customer the following support services;

17.1.1 The availability of a helpdesk facility to respond to queries made by telephone and email, usually within two Business Days.

17.1.2 Response to bug reports within two Business Days, such response to include one or more of the following, at the Distributor's sole discretion:

(a) a fix for the bug;

(b) a workaround to enable the Customer to continue using the feature for which a bug has been reported, or

(c) a timetable for resolution.

17.1.3 Making available regular updates to the Website to remedy bugs or to enhance existing features.

ACCEPTABLE USE POLICY

- 1 This Acceptable Use Policy sets out the conditions which apply to your use of the Checkmate Service provided by the Distributor at the Website and you agree to be bound by the provisions set out below. You agree that the Distributor may prohibit your access to the Checkmate Service in the event of a serious or repeated violation of this Acceptable Use Policy.
- 2 You are only permitted to access the Website and use the Checkmate Service if you have been authorised to do so, and have been provided with the log-in details, by the Distributor or an authorised officer of the Customer. You shall not disclose the log-in details that have been provided to you to any third party unless expressly authorised to do so by the Distributor or the Customer, nor shall you attempt to gain unauthorised access to the Checkmate Service (or any part thereof) including by attempting to circumvent any authentication system.
- 3 You shall not use the Checkmate Service or the Website content for any improper or illegal purposes or do anything which disrupts any computer networks or systems connected to, supporting or hosting the Website.
- 4 You shall not interfere or attempt to interfere with the proper and uninterrupted operation of the Checkmate Service, including by the introduction of viruses, worms, Trojan horses and denial of service attacks or similar.
- 5 Where you are permitted to post material on the Website, you may only do so for a purpose connected to the proper use of the Checkmate Service.