

## STANDARD TERMS FOR HOUSECARE

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

**"Agreement"**                                means the standard terms and conditions of M3 Housing Ltd, as set out on [www.m3h.co.uk](http://www.m3h.co.uk);

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

**"Housecare Service"**                    means the Housecare application service provided by the Distributor on the Website for access by the Customer and Users;

**"Tenant Repair Guide"**                means a handbook that can be printed and distributed to (or viewed on the Customer's website by) residents to describe the repair service they can expect and assist them in reporting a repair accurately

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

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

**"User"**                                        means an individual who uses the Housecare Service to edit a Tenant Repair Guide for use by a Customer;

**"Website"**                                    means the website having the URL [www.m3h.co.uk/housecare](http://www.m3h.co.uk/housecare), and any other website for 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.

2. **Grant**

2.1 Subject to, and in consideration of, the payment of the Initial Fee and the Annual Fee, the Distributor shall provide, and grants the Customer, a non-exclusive, non-

transferable licence to use, the Housecare Service, in accordance with these Standard Terms and the terms and provisions of the Agreement.

- 2.2 The Housecare Service shall constitute a "Service" as defined in and for the purposes of the main body of the Agreement.

3. **Use**

For the purposes of paragraph 2, "use" of the Housecare Service shall be restricted to use by the Customer and Users by way of access to the Website for the purposes and in the manner specified herein to create Tenant Repair Guides for use exclusively by residents of properties owned or managed by the Customer, either in printed form or accessed via the Customer's website.

4. **The Service**

- 4.1 Under the Housecare Service, the Distributor shall:

4.1.1 make the Website available to assist Users to edit Tenant Repair Guides in their corporate style and to reflect their policies in supplying a repairs and maintenance service to residents;

4.1.2 use its reasonable endeavours to make the Website available on a 24 hour-a-day basis (excluding scheduled downtime for maintenance);

4.1.3 monitor, maintain and update the Service; and

4.1.4 provide updates and telephone and email support for Customers relating to their use of the Website.

- 4.2 The Distributor shall provide reasonable support for the Customer's use of the Housecare Service, and at its discretion use Customer suggestions where appropriate to improve the Service.

- 4.3 The Distributor accepts no responsibility for any data which is lost or corrupted due to user error, transmission failure or for any other reason.

- 4.4 Access to and downloading of any data from the Housecare 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.

5. **Customer's obligations**

- 5.1 The Customer agrees to indemnify the Distributor for any claims arising out of the use of the Housecare 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.

- 5.2 The Customer acknowledges that it is solely responsible for its use of the Housecare 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 Housecare Service in accordance with the Acceptable Use Policy.

- 5.3 The Customer shall provide all facilities and information necessary for the configuring, set-up and successful implementation of the Service.

5.4 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, including in accordance with Clause 4 of the Agreement.

**6. Termination**

6.1 In addition to its rights under the Agreement, the Distributor may terminate or suspend access to the Housecare Service (including access by individual named Users) and terminate the Contract in the event of a serious or repeated breach of the Contract.

6.2 In addition to its rights under the Agreement, the Customer may terminate the Housecare Service as follows (save that in either case no Fees shall be refunded to the Customer):

6.2.1 at one month's notice at any time;

6.2.2 at one week's notice at the expiry of any anniversary of the Effective Date.

**7. Service Levels**

7.1 The Distributor shall have no responsibility or liability for failure to provide the Housecare 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.

7.2 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.

7.3 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.

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

**8. Changes**

The Distributor reserves the right to make changes to the Housecare 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.

**9. Fees**

9.1 The Initial Fee shall cover the set-up charges incurred in configuring the Service to the Customer's requirements.

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

9.3 The Fees are charged according to the number of Housing Units as defined in the Agreement which shall be deemed to include any units owned by any other organisation that does not employ their own maintenance staff from their own offices for which the Customer provides commissioning and maintenance services or a repairs ordering service

9.4 The Initial Fee and Annual Fee are set out on [www.m3h.co.uk](http://www.m3h.co.uk).

9.5 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.

**10. Support Services**

Subject to and in consideration of the payment of the Fees, the Distributor shall make available to the Customer the following support services:

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

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

10.2.1 a fix for the bug;

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

10.2.3 a timetable for resolution.

10.3 Making updates to the Website to remedy bugs or to enhance existing features.

10.4 Making available upgraded versions of the Website that may include enhancements to the performance or features of the Website.

### **ACCEPTABLE USE POLICY**

- 1 This Acceptable Use Policy sets out the conditions which apply to your use of the Housecare 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 Housecare 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 Housecare 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 Housecare Service (or any part thereof) including by attempting to circumvent any authentication system.
- 3 You shall not use the Housecare 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 Housecare 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 Housecare Service.