



# M3CHECKMATE

## Standard Terms and Conditions

---

M3 Consultancy LLP

Version 1

Issued July 2011

---

## M3Checkmate Standard Terms and conditions

### 1. Standard Terms for M3Checkmate

1.1 Subject to paragraph 1.2, in these Standard Terms, capitalised words and phrases have the meanings given in the Agreement.

1.2 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 these standard terms and conditions;

**Anonymous Subscription** - means that the subscriber is not prepared to permit other subscribers to the M3Checkmate Service to be able to identify them;

**Available** - means that the M3Checkmate Service is able to be accessed over the internet at the Website;

**M3Checkmate Service** - means the M3Checkmate application service provided by M3 Consultancy LLP on the Website for access by the Subscriber;

**Subscriber** - means a Customer that has purchased the M3Checkmate Service and paid their Annual Fees;

**Open Subscription** - means that the subscriber is prepared to permit other subscribers to the M3Checkmate Service that subscribe to Open Subscription to be able to identify them;

**Questionnaire** - means the questions to be answered in hardcopy, electronically or online in order to provide the data for analysis for a particular type of subscription;

**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 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** - Subscribers may sign up for different Types of subscription each with their own version of the Questionnaire, including:

- **Client** - subscription which covers the Subscriber's performance in managing the delivery of repairs and maintenance services to residents of social housing;
- **Contractor** - subscription which covers the performance of an organisation wholly or partly owned by the Subscriber or under a contract to complete repairs and maintenance jobs and provide related services to enable the Subscriber to meet their repair and maintenance obligations to residents of social housing;

**Unavailable** - means a period when the M3Checkmate Service is not Available, but excluding all periods:

- a) of scheduled maintenance of the M3Checkmate Service,
- b) during which any third party services and/or equipment necessary for provision of the M3Checkmate Service are not fully operational or functional,
- c) about which the Subscriber is given prior notification that the M3Checkmate Service will be unavailable or operating with limited functionality, and/or
- d) during which the M3Checkmate Service has been suspended by M3 Consultancy LLP in accordance with the Contract;

**User** - means an individual who uses the M3Checkmate Service and has been authorised by M3 Consultancy LLP to enter data or run reports on behalf of the Subscriber.

**Website** - means the website having the URL [www.m3h.co.uk/checkmate](http://www.m3h.co.uk/checkmate), and any other website from time to time being operated by or on behalf of M3 Consultancy LLP in addition to or in substitution for or as an alternative to such website.

---

## M3Checkmate Standard Terms and conditions

### 2. Grant

- 2.1 Subject to, and in consideration of, the payment of the Annual Fee, M3 Consultancy LLP grants the subscriber, a non-exclusive, non-transferable licence to use, the M3Checkmate Service, in accordance with the Agreement.
  - 2.2 The M3Checkmate Service shall constitute a "Service" as defined in and for the purposes of the main body of the Agreement.
- 

### 3. Use

- 3.1 For the purposes of item 2.1, "use" of the M3Checkmate Service shall be restricted to authorised users as agreed by the Subscriber and M3 Consultancy LLP.
- 

### 4. The Service

- 4.1 Under the M3Checkmate Service, M3 Consultancy LLP shall:
    - 4.1.1 make the Website available to enable the Subscriber 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 Subscribers of M3Checkmate;
    - 4.1.2 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;
    - 4.1.3 make the Website available during normal Business Hours (excluding scheduled downtime for maintenance);
    - 4.1.4 adjudicate on the way questions should be interpreted to take into account a Subscriber's circumstances in a way that is consistent for all Subscribers;
    - 4.1.5 carry out checks to validate completed Questionnaires usually within four weeks of submission;
    - 4.1.6 provide access to the reports and analysis upon completion of the validation of data submitted by the subscriber;
    - 4.1.7 provide updates and telephone and email support for Subscribers relating to their use of the Website.
  - 4.2 M3 Consultancy LLP will make available a range of services that can be purchased by Subscribers to assist them in completing the Questionnaires and interpreting the reports.
  - 4.3 From time to time M3 Consultancy LLP may organise meetings at which Subscribers can meet each other to discuss the reports and analysis and the Services provided to Subscribers, and at its discretion will use Subscriber suggestions where appropriate to improve the Service.
  - 4.4 M3 Consultancy LLP accepts no responsibility for the accuracy of the data entered by Subscribers or its interpretation beyond using its reasonable endeavours to check the validity of the data provided by seeking clarification from Subscribers where their data gives unexpected results or appears inconsistent with expectations.
  - 4.5 Any data submitted on a Questionnaire becomes the property of the M3 Consultancy LLP.
  - 4.6 M3 Consultancy LLP undertakes not to disclose confidential information provided by Subscribers to any person not involved in the provision of the M3Checkmate Service except as provided under these This Agreement.
  - 4.7 M3 Consultancy LLP accepts no responsibility for data which is lost or corrupted due to user error, transmission failure, or for any other reason.
  - 4.8 Access to and downloading of any data from the M3Checkmate Service is at Subscribers' own risk and the Subscriber shall carry out all necessary virus checks in respect thereof. M3 Consultancy LLP 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 Subscriber's data or other property.
-

---

## M3Checkmate Standard Terms and conditions

### 5. **Subscriber's Obligations**

- 5.1 The Subscriber agrees to use reasonable endeavours to enter accurately the data required to complete the M3Checkmate Questionnaires to which they have subscribed.
  - 5.2 The Subscriber agrees to indemnify M3 Consultancy LLP for any claims arising out of the use of the M3Checkmate Service by the Subscriber or Users which results in the transmission or display of any material which is offensive, defamatory, illegal or which infringes intellectual property rights.
  - 5.3 The Subscriber acknowledges that it is solely responsible for its use of the M3Checkmate Service, and any content which is uploaded to the Website. The Subscriber agrees, and undertakes to ensure that each User shall agree to use the M3Checkmate Service in accordance with the Acceptable Use Policy.
  - 5.4 The Subscriber shall provide all facilities and information necessary for the configuring, set-up and successful implementation of the Service.
  - 5.5 The Subscriber shall provide any other administrative information requested by M3 Consultancy LLP from time to time to keep the Subscriber's account up to date.
- 

### 6. **Confidentiality**

- 6.1 The Subscriber agrees, and undertakes to ensure that each User shall agree, to treat the information based on data provided by other Subscribers of M3Checkmate in strict confidence and only to disclose it to staff and officials of the Subscriber, each of whom must agree to be bound by these terms.
  - 6.2 Subscribers who subscribe to Open subscription will be able to identify other Open Subscribers, while those that subscribe to Anonymous subscription will see the characteristics of the other Subscribers but without sufficient detail to be able to identify them.
- 

### 7. **Termination**

- 7.1 In addition to its rights under the Agreement, M3 Consultancy LLP may terminate or suspend access to the M3Checkmate Service (including access by individual named Users) and terminate the Contract in the event of a serious or repeated breach of the Contract. In such circumstances no Fees shall be refunded to the Subscriber.
  - 7.2 In addition to its rights under the Agreement, the Subscriber may choose to leave the M3Checkmate Service, save that no Fees shall be refunded to the Subscriber.
- 

### 8. **Service Levels**

- 8.1 M3 Consultancy LLP shall have no responsibility or liability for failure to provide the M3Checkmate Service due to circumstances beyond its control. These may include problems with external communication systems, the Subscriber's mail servers or links or other setup problems on the Subscriber's side.
- 

### 9. **Changes**

- 9.1 M3 Consultancy LLP reserves the right to make changes to the M3Checkmate Service when it considers it reasonable to do so.
- 

### 10. **Fees**

- 10.1 The Client acknowledges that the Annual Subscription Fee may be varied in accordance with the terms of the Agreement.
  - 10.2 The Annual Subscription Fees are charged per Round for each Questionnaire and are set out on the [www.m3h.co.uk](http://www.m3h.co.uk) website.
  - 10.3 If the Subscriber fails to make payment of any Subscription Fees when due then, without prejudice to any other right or remedy M3 Consultancy LLP may have, M3 Consultancy LLP shall be entitled to suspend the Service with notice until such payment is made in full.
-

---

## M3Checkmate Standard Terms and conditions

### 11. Support Services

- 11.1 Subject to and in consideration of the payment of the Subscription Fees, M3 Consultancy LLP shall provide to the Subscriber the following support services;
- 11.1.1 The availability of a helpdesk facility to respond to queries made by telephone and email, usually within two Business Days.
- 11.1.2 Response to bug reports within two Business Days, such response to include one or more of the following, at M3 Consultancy LLP's sole discretion:
- (a) a fix for the bug;
  - (b) a workaround to enable the Subscriber to continue using the feature for which a bug has been reported, or
  - (c) a timetable for resolution.
- 11.1.3 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 M3Checkmate Service provided by M3 Consultancy LLP at the Website and you agree to be bound by the provisions set out below. You agree that M3 Consultancy LLP may prohibit your access to the M3Checkmate 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 M3Checkmate Service if you have been authorised to do so, and have been provided with the log-in details, by M3 Consultancy LLP or an authorised officer of the Subscriber. 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 M3 Consultancy LLP or the Subscriber, nor shall you attempt to gain unauthorised access to the M3Checkmate Service (or any part thereof) including by attempting to circumvent any authentication system.
3. You shall not use the M3Checkmate 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 M3Checkmate 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 M3Checkmate Service.

---

**M3 Consultancy LLP**  
**July 2011**