

Terms and Conditions for School Website Review

Single Website Review

You instruct us (Raise Education Limited) to complete the website review and we will reply within 24 hours of receiving communication (telephone call, email or letter) from you.

You will email to us the school's website address. This is necessary as some schools have more than one website address. A deadline for the review will be agreed, after which time a website reviewer will then access the website from a remote location i.e. not on school premises and compile the findings in a website review.

The reviewer will check the website for:

1. Statutory content
2. Good practice
3. Spelling and grammar. The reviewer will check the website for spelling and grammar contained on the actual website itself. It excludes content contained in pupil blogs (unless explicitly instructed to do so) and that contained in newsletters, letters and documents.

The completed review will then be emailed to the person ordering the review in a PDF format.

We take every measure possible to review all webpages contained in one website. Where mistakes are made by the inability to access hidden or hard to find information or pages we accept no responsibility. However, if this is identified to us within five days of the review being emailed to you, we will review these without additional charge to the school.

Any special instructions regarding the website review should be emailed to Sam@raiseeducation.co.uk and an acknowledgement or acceptance email of these instructions will be issued to the sender's email address.

An invoice will be issued only after you are in receipt of the review with a notice of 20 days payment.

If invoices are issued more than twice there is a late payment charge of £15 which reflects the administration time involved and is our effort to keep the costs of our services to an absolute minimum.

Triple Website Review

The same conditions apply as set out above. However, schools purchasing the triple website review will be issued with an invoice after their first website review. We will then wait to hear from you as to when you would like the next two reviews to be completed (within three years from the order placement date). Any remaining reviews can be booked in advance by yourselves; we ask that you email us the dates for these so we can schedule these in. For example, School A would like their

website reviews to be completed for 6.2.16 and 10.10.16. The term of the triple website review ends three years after the order placement date.

PRICE AND PAYMENT

The price of any Raise Education service will be as quoted on our site from time to time, except in cases of obvious error.

Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you acceptance of confirmation.

Our site contains a growing number of services and it is always possible that, despite our best efforts, some of the services listed on our site may be incorrectly priced. We will normally verify prices as part of our acceptance procedures so that, where a service's correct price is less than our stated price, we will charge the lower amount when offering the service. If a service's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before offering the service or reject your order and notify you of such rejection.

Payment for all Raise Education service must be made by cheque or bacs.

LIABILITY

Nothing in these terms and conditions shall exclude or in any way limit Raise Education's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent that it may not be excluded or limited as a matter of law.

Subject to condition 1.24 Raise Education shall not be liable under, or in connection with, these terms and conditions or any collateral contract for:

- (a) loss of income;
- (b) loss of business profits or contracts;
- (c) business interruption;
- (d) loss of the use of money or anticipated savings;
- (e) loss of information;
- (f) loss of opportunity, goodwill or reputation;
- (g) loss of, damage to or corruption of data; or
- (h) any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise;

provided that this condition 1.25 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of condition 1.19 or any other claims for direct financial loss that are not excluded by any of categories (a) to (h) inclusive of this condition 1.25.

1.3 Subject to condition 1.24 and condition 1.25, Raise Education's maximum aggregate liability under or in connection with these terms and conditions, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall be limited to a sum equal to the service fee.

1.4 Subject to condition 1.24, condition 1.25 and condition 1.26, Raise Education's liability for infringement of third-party intellectual property rights shall be limited to breaches of rights subsisting in the UK.

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EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms and conditions that is caused by events outside our reasonable control (Force Majeure Event).

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) strikes, lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (e) impossibility of the use of public or private telecommunications networks;
- (f) the acts, decrees, legislation, regulations or restrictions of any government.

Our performance under these terms and conditions are deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under these terms and conditions may be performed despite the Force Majeure Event.