

ALTARO



The Virtual Backup solution built specifically for Windows Server



Reliable restores & recovery

Great backup is meaningless without fast, flexible and reliable recovery.



Easy to use and intuitive UI

Outstanding UI making it easy to implement a rock solid backup strategy.



Full control over your backups

Quick access to all hosts in your environment and control over backup/restore jobs.

Powerful, scalable, fast and reliable

Altaro VM Backup is specifically designed to back up your schools virtual servers, giving you the ability to roll back the network in the event of a hardware failure or ransomware virus.

Some of the great features found in Altaro

- Full Hyper-V or VMware virtual machine backups
- Granular restore options on individual files
- Intuitive user interface making it easy to configure
- Drastically reduce backup storage with deduplication
- Back up live VMs with Zero downtime
- Schedule backups the way you want them

Unbeatable Value

Altaro

£120

Competitor A

Competitor B

Competitor C

Per Virtual Machine, per year

PLUS - FULL CENTRALISED REMOTE MONITORING PROVIDED BY IBS SCHOOLS

ibsschools

IBS Schools Altaro Order Form & Terms of Use

Thank you for your interest in Altaro, please complete this order form and return it to IBS Schools. This information will allow us to make changes to your schools firewall and monitor the ongoing use of the product.

School Name:	
Purchase Order Number:	
Vendor Number: 3206	
Server IP address(s): If you require assistance with obtaining this information please contact your technician or alternatively the IBS Schools service desk on 01905 765160.	

Please relevant box to indicate what package you wish to sign up to.

Product	Qty	Price	Total
Domain Controller: (Main Virtual Server)	1	£120.00 for Domain Controller (Annually)	£120.00
Quantity of additional virtual servers: (If applicable)		£80 per additional servers (Annually)	£
IBS Schools monitoring service:	Included in the annual charge		

Please relevant box to indicate your installation preference.

Chargeable Installation required by an IBS Schools technician:	£65.00 Please tick if applicable	<input type="checkbox"/>
IBS Schools Peritech to complete during scheduled maintenance visit.	Free of Charge Please tick if applicable	<input type="checkbox"/>

I also authorise that a change can be made to the above IP address(s) to allow the instance of Altaro to communicate with IBS Schools. No backed up data will be accessed or restored unless permission is granted by the head teacher in advance.

If a backup has failed or an error has occurred IBS Schools will contact the school to advise you of the problem and offer assistance accordingly.

I wish to take advantage of the IBS Schools Procurement service and would like an order placed for goods as detailed above. I authorised for changes to be made to our schools broadband filters on the specified IP address and I confirm I have read and agree with the terms and conditions of Synergy Cloud.

I have authorised that the goods/services detailed above can be ordered from IBS Schools, and will be invoiced with a 30 day payment term, to be paid by electronic funds transfer.

Signed (Head teacher) Date.....

FAX to IBS Schools on (01905) 765197

Email to IBS Schools at sales@ibsschools.co.uk

(F) Annex 1 – Terms & Conditions

Parties:

Capita Business Services Limited, trading as Capita Children's Services – IBS Schools, a company registered in England No. 2299747, (hereinafter referred to as 'Capita') of 61–71 Victoria Street, Westminster, London SW1H 0XA,

AND

The school named in the attached IBS Schools Project Plan Agreement (hereinafter referred to as the 'Customer')

1. Definitions

In this Agreement, the following words and phrases have the following meanings:

'Additional Services' - means services to be provided by Capita upon the Customers request for an additional charge in accordance with the

Capita's then current standard scale of charges unless otherwise agreed between the parties;

'Agreement' - means this Agreement and (where the context permits), the Agreement Summary and these terms and conditions;

'Charges' - means the charges to be paid by the Customer to Capita pursuant to Clause 6 in respect of any part of the Services;

'Effective Date' - means the date of the signing of this Agreement by the Customer

'Force Majeure' - means any event beyond the reasonable control of Capita including, without limitation, strikes, labour disputes, acts of God,

war, riot, civil commotion, malicious damage, fire, flood and storm;

'Initial Term' - means the Contract Period selected by the Customer in the attached Agreement;

'Intellectual Property Rights' - means any copyright, patent, registered design, trademark, database and/or other intellectual property right of whatever nature subsisting anywhere in the world;

'Services' - means the services to be provided by Capita as set out in the Agreement signed by the Customer;

'Term' - means the term of the Agreement pursuant to Clause 3

2. Agreement

- 2.1 In consideration of the payment of the Charges, Capita agrees to supply to the Customer the Services specified in the Agreement for the Term in accordance with the provisions of this Agreement.

3. Not Used

4. Warranties

- 4.1 Capita warrants that it will supply the Services by appropriately qualified and trained personnel.
- 4.2 The Customer warrants that it is the legal owner or licensee of all software and hardware that Capita supports as part of the Services and that it has all required permissions to permit access to the software and hardware by Capita.
- 4.3 Save as expressly specified in this Agreement, all other terms, conditions, warranties, representations, or guarantees which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including, without limitation, the express or implied conditions, warranties or other terms relating to the use of reasonable skill and care, or the performance, satisfactory quality or fitness for purpose of any part of the provision of Services.

5. Indemnity

The Customer warrants that it has the right to authorise Capita to provide the Services under this Agreement and is duly authorised to enter into this Agreement. The Customer shall indemnify and hold Capita harmless from any claim caused by or arising from any unauthorised use by Capita, in the course of providing the Services, of any item used by or under the control of the Customer for which Capita has been contracted to provide Services.

6. Charges and Payment Terms

- 6.1 The Charges for the Services are set out in the attached Agreement.
- 6.2 Payment is due annually in advance for each annual period beginning on 1st April. VAT shall be added in accordance with the manner and rate prescribed by law.
- 6.3 Payment of the Charges shall be made by the Customer within 30 days of the date of invoice from Capita. It is a condition of this Agreement that all Charges due for payment after 1st April 2014, be paid by direct bank transfer into the Capita Business Services Limited bank account at Barclays Bank PLC (Account Number: 60864978, Sort Code: 20-67-59) using any of the following options:
- ✓ **BACS (including the Faster Payments Service)**
 - ✓ **CHAPS payment system.**
 - ✓ **A debit or credit card.**
 - ✓ **A Direct Debit mandate.**
 - ✓ **Payment by cheque directly into the Capita bank account at any branch of Barclays Bank using the invoice number as the payment reference.**
- 6.4 Without prejudice to any right of termination, in the event that any payment due under this Agreement is not made on the due date (in the absence of genuine error) Capita shall (at its discretion) be entitled to charge interest (both before and after any judgement) on a day to day basis upon the overdue amount at 8% (eight per cent) above the Bank of England base rate from time to time as defined by the Late Payment of Commercial Debts (Interest) Act 1998.

- 6.5 Capita reserves the right to suspend the Agreement or the provision of any Services provided by Capita under this Agreement in circumstances otherwise entitling it to terminate this Agreement. Such suspension shall not be deemed to represent a waiver of Capita's right to terminate this Agreement.
- 6.6 During the Term, Capita reserves the right to increase the Charges subject to giving the Customer at least 30 days written notice thereof to have effect from the first day of the next annual period.
- 6.7 Where goods are shipped to the Customer then the cost of providing suitable transport, packaging and insurance etc. will be added to the charges stipulated in the Agreement. Where Services are provided at the Customer's location then the cost of providing suitable means of travel, hotel accommodation and subsistence, etc. for Capita staff will be added to the charges in the Agreement.
- 6.8 Capita reserves the right to charge for the provision of any additional services provided as a result of the failure by the Customer to meet its obligations as set out in the Agreement.
- 6.9 Capita reserves the right to charge, as follows, for pre scheduled activities which are subsequently cancelled or postponed by the Customer:
- 100% payable if less than 2 full working days notice
 - 66% payable if less than 10 full working days notice
 - 33% payable if less than 20 full working days notice
- 6.10 The parties acknowledge that the Charges for the Services have been calculated taking into account the recoverability or otherwise of the related input VAT. The parties agree that if a ruling or appellate body decision or change in HMRC practice results in a VAT liability for all or part of the Services that differs from these assumptions, to the extent that Capita's VAT recovery on costs attributable to the provision of the Services is reduced or improved as a result of the ruling, decision or change in HMRC practise, the Charges (exclusive of any VAT) will be increased or reduced (as applicable) with effect from the date that the ruling, decision or change in HMRC practise has effect.
- 6.11 Where a change in VAT liability is to be applied retrospectively, and if requested to do so by the Customer (who will be responsible for reimbursing, on demand, Capita's reasonable costs) and (after taking account of any sums potentially payable to HMRC on account of claims to recover VAT input tax) a claim for repayment of overpaid tax will overall result in Capita recovering a larger sum from HMRC than it is potentially liable to pay HMRC, Capita shall submit a claim to HMRC for a refund of VAT charged in respect of the relevant Services already supplied, less additional VAT due to HMRC as a result of the decrease in Capita's input VAT recovery. The amount of VAT refunded to the customer shall be limited to the amount Capita receives from HMRC.

7. Intellectual Property Rights

- 7.1 Unless expressly agreed by Capita in writing, no Intellectual Property Rights of whatever nature in respect of any matter related to the Services shall vest or be deemed to vest in the Customer.

8. Confidentiality

- 8.1 Capita and the Customer shall use all reasonable endeavours to keep confidential (and ensure that their employees, agents and sub-contractors keep confidential) all information received by them relating to any part of the business and affairs of the other party and, in the case of the Customer, any aspect of the Services designated as confidential by Capita provided that these obligations shall not apply to information which:

8.1.1 is or becomes publicly known through no wrongful act of the party concerned; or

8.1.2 is required to be disclosed by an order of law or other binding Customer; or

8.1.3 is disclosed to any adviser of either party bound by a professional duty of confidentiality.

- 8.2 Each party shall notify the other in writing if it becomes aware of any breach of confidentiality and give all reasonable assistance to the other party in pursuing its rights where a breach of confidence occurs.

- 8.3 The Customer will ensure that the terms of this clause are equally applied to the Customer, its servants, agents or sub-contractors.

9. Termination of Agreement

- 9.1 Either party may terminate this Agreement in the event that the other party enters into a voluntary arrangement with its creditors or (being an individual) is the subject of a bankruptcy order or (being a partnership, company or other body) enters into any formal proceedings (or anything analogous) for its administration, receivership, winding-up or liquidation (except for the purpose of amalgamation or a solvent reconstruction) or otherwise ceases to trade.

- 9.2 Either party may terminate this Agreement in the event that the other party commits a material breach of this Agreement and, if the breach is capable of remedy, the party in breach fails to remedy the breach in question within fifteen (15) Working Days of receiving written notice from the other party requiring the same.

- 9.3 Where the termination of this Agreement by Capita results from a breach of this Agreement by the Customer, Capita shall be entitled to retain all the Charges paid to Capita by the Customer up to and including the date of termination.

- 9.4 Any termination of this Agreement shall be without prejudice to the remedies of either party in respect of a subsisting breach.

9.5 Capita reserves the right to terminate support Services of any third party item listed in the Agreement Summary should such third party cease to provide software maintenance services on which Capita relies to provide Services under this Agreement.

10. Liability

- 10.1 Neither party shall exclude or restrict its liability in connection with this Agreement resulting from death or personal injury caused by negligence of that party, its officers, employees, contractors or agents, nor for fraud nor breach of obligations implied by section 12, Sale of Goods Act 1979 or section 2, Supply of Goods and Services Act 1982, nor any other liability which may not be excluded by law.
- 10.2 Subject to Clause 10.1 the aggregate liability of Capita, whether for damages, payments of compensation or by way of indemnity or of any nature howsoever arising under or in relation to this Agreement or any part thereof (including as a result of negligence) shall be limited to the aggregate payments made by the Customer to Capita in the period of Annual Entitlement in which the liability has arisen, in respect of that part of the System or the Services in respect of which the liability has arisen.
- 10.3 In no event shall Capita be liable to the Customer in respect of loss of profits, business, revenue, goodwill or anticipated savings or indirect or consequential loss or damage (whether caused by negligence or otherwise) or the acts or omissions of any third party (whether as a result of negligence or otherwise).
- 10.4 During the Term of this Agreement, Capita shall maintain in force with a reputable insurance company or companies, public and product liability, professional indemnity and employers' liability insurance and Capita shall upon written demand produce to the Customer sufficient written evidence of the existence and maintenance of such cover.
- 10.5 The Customer shall indemnify and hold Capita harmless from any claim caused by or arising from any breach of the Software licence conditions and from any unauthorised modification or misuse of the Software and/or Software Documentation by the Customer, its servants, agents or sub-contractors.

11. Data Protection

- 11.1 Each party warrants to the other that it shall, in connection with this Agreement, comply with the provisions of the Data Protection Act 1998 and any modification, consolidation or re-enactment thereof and shall indemnify the other party against any reasonable losses, liabilities and costs which it suffers or incurs as a result of a breach of this Clause.

12. Restriction

- 12.1 Neither party shall at any time prior to or within twelve (12) months of termination or expiry of this Agreement solicit the employment of any person who is employed by the other in the course of providing, assisting or developing the Services, unless first agreed between the parties.

13. Force Majeure

- 13.1 If either party is unable to carry out any of its obligations under this Agreement due to a Force Majeure this Agreement shall remain in effect and both parties' obligations in respect of the matter concerned shall be suspended without liability until the Force Majeure ceases to exist. Either party may terminate the supply of the part of the System or the Services concerned if the Force Majeure cannot be remedied in all material respects within six (6) months of its commencement.

14. Notices

- 14.1 Any notice to be served under this Agreement shall be in writing and either delivered personally or sent by first class recorded delivery post to the party to whom the notice is addressed at its address set out in this Agreement or such other address subsequently notified in writing to the other party.
- 14.2 A notice is deemed duly given if delivered personally when left at the recipient's address for service or if sent by first class recorded delivery post, at 10.00 hours on the second Working Day following the recorded day of posting.

15. Severability

- 15.1 If any provisions of this Agreement should ever be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which this Agreement is intended to be effective then to the extent and within the jurisdiction in which such provision is illegal, invalid or unenforceable it shall be severed and deleted here from and the remaining provisions hereof shall survive, remain in full force and effect and continue to be binding and shall not be affected except insofar as may be necessary to make sense of this Agreement, and shall be interpreted so as to give effect to the intention of the Parties insofar as that is possible.

16. General

- 16.1 No press or other public statement shall be made in respect of this Agreement without the prior written consent of the other party (consent not to be unreasonably withheld).
- 16.2 No variation of this Agreement shall be binding unless made in writing and signed by a duly authorised officer of each party.
- 16.3 The headings to Clauses in this Agreement are for ease of reference only and shall not be construed otherwise.
- 16.4 This Agreement sets out the entire agreement and understanding between the parties in connection with its subject matter and shall override all previous verbal or written agreements and understandings, save in respect of fraudulent misrepresentation. This Agreement shall apply to the provision of Services to the exclusion of any other conditions (including, but not limited to, any conditions forming part of a purchase order subsequently provided by the Customer to Capita).
- 16.5 The parties respectively shall ensure that there are done and executed all acts, documents and other things as may reasonably be required for securing each of the rights and obligations of the parties under this Agreement.

- 16.6 This Agreement may be entered into in any number of counterparts each of which shall be deemed to be an original and which together shall comprise this Agreement.
- 16.7 Save as provided in this Agreement, the Customer shall not be entitled to sub-licence, assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Capita (not to be unreasonably withheld).
- 16.8 This Agreement shall be binding on and shall continue for the benefit of the successors and permitted assigns (as the case may be) of each of the parties hereto.
- 16.9 All provisions of this Agreement shall so far as they are capable of being performed and observed continue in full force and effect notwithstanding expiry or earlier termination.
- 16.10 No whole or partial failure to exercise and no delay in exercising any right hereunder shall operate as a final waiver thereof unless expressed as such in writing.
- 16.11 The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies otherwise provided by law.
- 16.12 The parties do not intend any third party to have the right to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 16.13 The Customer agrees to provide Capita, without charge, access to all computer time, resources, accommodation,

skilled staff and telecommunications as reasonably required by Capita in the provision of the Services.

- 16.14 If any part of this Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions shall not be prejudiced.

17. TUPE

- 17.1 The Customer and Capita agree that it is not their intention that on the commencement, termination or expiry of this Agreement any transfer of an undertaking further to the Transfer of Undertakings (Protection of Employment) Regulations 1981 ('TUPE') arises. In the event that any of the matters referred to in this Agreement do constitute a transfer within the meaning of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ('TUPE Regulations') in respect of any employee either of the Customer, Capita or the previous service provider then Capita and the Customer agree to comply in full with their respective obligations in law, including under the Transfer of Undertakings (Protection of Employment) Regulations 2006.

18. Law and Jurisdiction

- 18.1 This Agreement shall be governed in accordance with the laws of England and Wales and any dispute arising under these terms of business shall be subject to the exclusive jurisdiction of the English Courts. Each Party waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.