



CONSULTANCY SERVICES CONTRACT (COMPANY)

This Contract is dated the 06 July 2021

BETWEEN:

1. **Raven Housing Trust Limited**, a charitable Community Benefit Society, registration no. 30070R, whose registered office is at Raven House, 29 Linkfield Lane, Redhill, Surrey RH1 1SS ("RHT"), and
2. **Connect Internet Solutions Ltd**, a company registered in England and Wales with company number 04424350, whose registered office is at 3rd Floor, New Barratt House, 47 North John Street, Liverpool, L2 6SG (the "**Consultant Company**");

Each referred to in this Contract as "**a Party**" and together as "**the Parties**".

IT IS HEREBY AGREED:

1. Definitions and interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this Contract:

Commencement Date 17th June 2021;

Confidential Information information whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory relating to the business, products, affairs and finances of the RHT for the time being confidential to the RHT and trade secrets, including without limitation, technical data and know-how relating to the business of the RHT or any of its contacts;

Data Subject has the meaning given to it in the DPA;

Deliverable means a work produced by the Consultant Company in the course of the Services, including but not limited to all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, Inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form prepared by the Consultant Company or the Individual in connection with the provision of the Services.

DPA means the Data Protection Act 2018;

Fee The sum to be paid for the Services as set out in Clause 4 and the Schedule;

Individual(s) Charlie Rourke – Project Manager
Tim Stock – Lead Designer



Mark Caldwell – Lead Developer

Richard Lloyd – Systems Manager

Insurance Policies

commercial general liability insurance cover (including professional liability cover) as appropriate for the Services, employer's liability insurance cover and public liability insurance cover;

Intellectual Property Rights

patents, rights to Inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, (including the software code), database rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

Invention

any invention, idea, discovery, development, improvement or innovation made or developed by the Consultant Company or by the Individual in connection with the provision of the Services, whether or not patentable or capable of registration and whether or not recorded in any medium;

Personal Data

has the meaning given to it in the DPA;

Programme

the timetable for delivery of the Services set out in the Schedule;

Modern Slavery and Human Trafficking Policy RHT's policy and procedure to prevent and detect modern slavery in its supply chains, which is available to the Consultant Company on request;

Services

the Services to be provided by the Consultant Company for RHT as set out in Clause 3 and as more particularly described in the Schedule;

Substitute

a substitute for the Individual appointed under the terms of Clause 3.3;

Termination Date

the date of termination of this Contract howsoever arising.

- 1.2 The headings in this Contract are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force at the Commencement Date, including any subsequent amendment, extension, or re-enactment and includes any subordinate legislation made under it.
- 1.4 A reference to one gender includes a reference to the other gender.
- 1.5 The Schedule to this Contract forms part of (and is incorporated into) this Contract.



2. Term

- 2.1 This Contract shall commence on the Commencement Date and shall continue until the Services are properly completed in accordance with the Programme or unless and until terminated in accordance with Clause 10.

3. Services

- 3.1 The Consultant Company will provide the Services in accordance with the terms of this Contract with all proper skill and care and without limitation the Consultant Company will provide suitably skilled and trained personnel to carry out the Services. The Services shall be performed by the Individual(s). The Consultant Company will provide the Services in accordance with the Programme and for the Fee.
- 3.2 If the Individual is unable to provide the Services the Consultant Company shall advise RHT of that fact as soon as reasonably practicable and shall provide such evidence of the reason why the Individual is unable to perform the Services as RHT may reasonably require. For the avoidance of doubt no Fee shall be payable in accordance with Clause 4 in respect of any period during which the Services are not provided.
- 3.3 The Consultant Company may, with the prior written approval of RHT and subject to the following proviso, appoint a suitably qualified and skilled Substitute to perform the Services instead of the Individual, provided that if the Substitute is not directly employed by the Consultant Company, the Substitute shall be required to enter into direct undertakings with RHT, including with regard to confidentiality. If the RHT accepts the Substitute, the Consultant Company shall continue to invoice the RHT in accordance with Clause 4 and shall be responsible for the performance and remuneration of the Substitute.
- 3.4 The Consultant Company shall procure that the Individual(s) is available on reasonable notice to provide such assistance or information as RHT may require.
- 3.5 This Contract is not exclusive. RHT acknowledges that the Consultant Company enters this Contract in the course of its business of providing services to its customers, and the Consultant Company is and remains at liberty to also provide services to third parties. RHT is and remains at liberty to engage services (including similar services) from third parties.
- 3.6 The Consultant Company warrants, represents and undertakes that:
- 3.6.1 it has full capacity and authority and all necessary consents to enter into this Contract and to perform the Services and that this Contract is executed by a duly authorised representative of the Consultant Company;
 - 3.6.2 it has all necessary consents to use any third party rights (including software) to provide the Services, and that no software or equipment when used by RHT will breach the intellectual property rights of any other person;
 - 3.6.3 it will provide the Services in compliance with all applicable laws, enactments, regulations, orders, standards and codes of practice.
- 3.7 The Consultant Company shall, and shall procure that the Individual(s) shall, comply with all relevant health and safety policies and procedures whilst working on RHT's premises and report to RHT any unsafe working conditions or practices.
- 3.8 Unless it or the Individual(s) has been specifically authorised to do so by RHT in writing:
- 3.8.1 neither the Consultant Company nor the Individual(s) shall have any



authority to incur any expenditure in the name of or for the account of RHT;
or

- 3.8.2 the Consultant Company shall not hold itself (and shall procure that the Individual(s) shall not hold himself or herself) out as having authority to bind or legally commit RHT to any third party.

4. Fee and Payment Terms

- 4.1 For satisfactory performance of the Services, RHT will pay the Consultant Company the Fee set out in the Schedule.
- 4.2 Save in so far as otherwise expressly provided within the Schedule appended to this Contract, all amounts stated in this Contract are exclusive of VAT and any VAT arising in respect of the Services shall be paid at the current rate at the tax point date.
- 4.3 The Consultant Company shall submit invoices to RHT giving details of the days which the Individual(s) have worked if applicable, the Services which have been provided by the Consultant Company and the amount of the Fee payable. The amounts in each invoice shall not exceed the amounts set out in the Schedule and shall be inclusive of all attributable disbursements and expenses.
- 4.4 The invoices shall be submitted to RHT within 14 days from the completion by the Consultant Company of each stage of the Services and must quote the purchase order number supplied by RHT. RHT will pay the Consultant Company's invoices within 30 days of receipt of each invoice.
- 4.5 In the event that all or part of the Services are not provided to the agreed specification, RHT reserve the right to withhold payment until such time as the Parties agree that the terms of the Services have been fulfilled.
- 4.6 If this Contract is terminated by RHT in accordance with Clause 10.1, RHT will pay the Consultant Company for the Services properly provided prior to termination.
- 4.7 RHT shall be entitled to deduct from the Fee (and any other sums) due to the Consultant Company any sums that the Consultant Company may owe to RHT at any time.

5. Intellectual Property Rights

- 5.1 The Intellectual Property Rights in the Deliverables shall be assigned to and vested from the outset in RHT. All Deliverables will be marked © Raven Housing Trust Ltd. The right is reserved to RHT to alter or amend the Deliverables.
- 5.2 Copies of photographic material included in the Deliverables must be submitted to RHT with the Deliverables. The Consultant Company warrants to RHT that it may use such photographic material for its own or its sponsors, fundraising or publicity purposes.
- 5.3 The Consultant Company and the Individual(s) hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which the Consultant Company and/or the Individual(s) has in the Deliverables. The Consultant Company agrees to execute all documents and do all acts as may, in the opinion of RHT, be necessary to give effect to this Clause 5.
- 5.4 In the event that the Individual(s) are not directly employed by the Consultant



Company, the Consultant Company warrants to RHT that it has obtained from the Individual(s) a written and valid assignment of all existing and future Intellectual Property Rights in the Deliverables and a written irrevocable waiver of all the Individuals' statutory moral rights in the Deliverables, to the fullest extent permissible by law, and that the Individuals have agreed to hold on trust for the Consultant Company any such rights in which the legal title has not passed (or will not pass) to the Consultant Company.

- 5.5 Where pre-existing works are incorporated into any Deliverable, the ownership in such works will remain with the Consultant Company and RHT shall have a non-exclusive, irrevocable, world-wide, royalty free licence to use modify and distribute such pre-existing works, but only as part of the Deliverable; all other rights in the pre-existing works are reserved to the Consultant Company.
- 5.6 The Consultant Company shall indemnify, keep indemnified and hold harmless RHT from and against all liabilities, losses and expenses (including reasonable legal and professional fees) arising out of any claims by a third party that the provision by the Consultant Company of the Services and the production of the Deliverables violates any third party rights including but not limited to patents, copyrights, trademarks, design rights, database rights or any other intellectual property rights of any third party.

6. Confidentiality

- 6.1 The Consultant Company acknowledges that in the course of providing the Services it and the Individual(s) will have access to Confidential Information. The Consultant Company has therefore agreed to accept the restrictions in this Clause 6.
- 6.2 The Consultant Company shall:
 - 6.2.1 keep the Confidential Information strictly confidential and subject to the terms and conditions of this Contract;
 - 6.2.2 not disclose the Confidential Information or any part thereof to any person other than the Individuals, and shall ensure that each such Individual shall comply with confidentiality provisions no less onerous than those contained in this Contract;
 - 6.2.3 not use the Confidential Information or any part of it for anything other than the provision of the Services;
 - 6.2.4 not copy, summarise or transcribe the whole or any part of the Confidential Information, save as is reasonably necessary for the provision of the Services and all such copies, summaries and transcripts shall be deemed to be, and shall be clearly identified as being, Confidential Information;
 - 6.2.5 keep all Confidential Information in a safe and secure place and shall treat all Confidential Information in a manner which is no less secure than the manner in which it treats its own confidential and/or proprietary information and at least with reasonable care;
 - 6.2.6 notify RHT immediately on it becoming aware that any Confidential Information has been disclosed to or is in the possession of any person who is not an Individual(s); and
 - 6.2.7 upon termination of this Contract or at the request of RHT, deliver up to RHT or destroy or erase (as RHT may in its absolute discretion direct) any records of whatsoever nature which are in the possession, custody or control of the Consultant Company to the extent that such records contain any



Confidential Information, or which are produced or received by the Consultant Company in connection with the provision of the Services.

- 6.3 Notwithstanding any other provisions hereof, the Consultant Company shall not be liable for the release or disclosure of, and the confidentiality obligations hereunder shall not apply to, any Confidential Information that is:
- 6.3.1 part of or enters the public domain through no fault of the Consultant Company and without breach of this Contract;
 - 6.3.2 subsequently obtained by the Consultant Company from a third party without breach of any obligation of confidentiality owed to any third party or RHT;
 - 6.3.3 known to the Consultant Company prior to the disclosure by RHT, without an obligation to keep such Confidential Information confidential;
 - 6.3.4 approved in advance in writing for public release by RHT; or
 - 6.3.5 independently developed by the Consultant Company as evidenced by written records and without any breach of this Contract.
- 6.4 The Consultant Company may disclose Confidential Information in accordance with a judicial or other governmental order or a regulation of a regulatory authority to whose jurisdiction the Consultant Company submits, provided that the Consultant Company:
- 6.4.1 uses its best endeavours to obtain prior to the disclosures a written assurance from the applicable judicial or governmental authority that it will afford the Confidential Information a reasonable degree of protection against disclosure; or
 - 6.4.2 to the extent it may lawfully do so, gives RHT reasonable notice prior to such disclosure to allow RHT a reasonable opportunity to seek a protective order or otherwise.
- 6.5 All Confidential Information shall be deemed to be (and all copies, or any part or parts thereof) shall remain the property of RHT.
- 6.6 The requirements of this Contract regarding Confidential Information disclosed under this Contract shall remain in place notwithstanding the termination of this Contract.

7. Database Use and Data Processing

- 7.1 Without prejudice to Clause 6 above, the Consultant Company will comply with the DPA and any other privacy, electronic communications and data protection laws of the UK at all times.
- 7.2 In particular, the Consultant Company agrees that:
- 7.2.1 if required by the DPA, at all times during the term of this Contract it shall maintain an up to date notification with the Information Commissioner under the DPA;
 - 7.2.2 all Personal Data of RHT to which the Consultant Company has access under this Contract shall be used exclusively for the sole provision of the Services;
 - 7.2.3 the Consultant Company shall take all appropriate technical and organisational measures to protect such Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised



disclosure, use or access and against all other unlawful forms of processing, including controls over entry, access, intervention, disclosure, input and preservation of and to such personal data of RHT;

- 7.2.4 the Consultant Company will not store or download any Personal Data of RHT on any mobile computer device or mobile storage device, including a lap-top computer, and the Consultant Company will only store the Personal Data of RHT at locations agreed with RHT;
 - 7.2.5 all Individuals shall be made aware of the requirements of this Contract regarding the Personal Data of RHT;
 - 7.2.6 the Consultant Company shall promptly upon the instruction of RHT return to RHT the Personal Data of RHT held by the Consultant Company (including all back-up records and other copies thereof, whether electronic or written);
 - 7.2.7 the Consultant Company shall promptly upon the instruction of RHT, update and correct any Personal Data of RHT held by the Consultant Company;
 - 7.2.8 all Personal Data of RHT held by the Consultant Company remains stored within the United Kingdom and is not transferred outside of the United Kingdom.
- 7.3 Procedure in regard to requests by Data Subjects relevant to RHT:
- 7.3.1 The Consultant Company shall notify RHT within 5 (five) working days if it receives a request from a Data Subject for access to that person's Personal Data.
 - 7.3.2 The Consultant Company shall provide RHT with full co-operation and assistance in relation to any request made by a Data Subject to have access to that person's Personal Data.
 - 7.3.3 The Consultant Company shall not disclose the Personal Data to any Data Subject or to a third party other than at the request of RHT or as provided for in this Contract.
- 7.4 RHT shall be entitled, on giving at least three working days' notice to the Consultant Company, to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the processing of Personal Data by the Consultant Company. The requirement under this clause to give notice will not apply if RHT believes that the Consultant Company is in breach of any of its obligations under this Contract.
- 7.5 The Consultant Company shall notify RHT immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of the Personal Data;
- 8. Bribery and Modern Slavery**
- 8.1 The Consultant Company warrants to and undertakes with RHT as follows:
- 8.1.1 Neither the Consultant Company nor any of its officers or employees have been the subject of any prosecution for an offence involving bribery or corruption nor has the Consultant Company, so far as it is aware, been investigated for any corrupt activities and it shall promptly notify RHT of the same;
 - 8.1.2 It shall comply with all applicable laws (including but not limited to the Bribery Act 2010), regulations and codes of conduct in relation to anti-bribery and



anti-corruption including any code of conduct issued from time to time by RHT; and

- 8.1.3 It shall maintain and implement its own anti-corruption policies and procedures in conformity with the Bribery Act 2010 and ensure that its employees and other persons associated with the Consultant Company comply with the same;
- 8.1.4 It shall promptly notify RHT if any of the circumstances referred to in this clause change.
- 8.2 Further, the Consultant Company warrants and represents that neither it nor any of its officers, employees, agents, sub-contractors or any person acting on its behalf has offered, given or agreed to give any person any inducement or reward (or anything which might be considered an inducement or reward) in connection with the Consultant Company entering into this Contract or performing the Services under it.
- 8.3 The Consultant Company warrants to and undertakes with RHT that it will comply with RHT's Modern Slavery and Human Trafficking Policy, including ensuring the provision of any necessary training for the Individual and any Substitute(s) in relation to the Policy.

9. Insurance

- 9.1 The Consultant Company shall maintain adequate Insurance Policies throughout the term of this Contract and for a minimum period of six years following the expiration or earlier termination of this Contract. The Consultant Company confirms that its current Insurance Policies:
 - 9.1.1 cover the Services;
 - 9.1.2 are effective for the duration of this Contract; and
- 9.2 The Consultant Company shall supply to RHT on request copies of such insurance policies.
- 9.3 The Consultant Company shall in addition ensure that all professional consultants or sub-contractors engaged by it for the provision of the Services hold and maintain appropriate insurance cover.
- 9.4 The Consultant Company shall comply (and shall procure that the Individual(s) comply) with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way, or if the Consultant Company is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Consultant Company shall notify RHT without delay.

10. Termination

- 10.1 RHT may terminate this Contract by giving one month's prior written notice to the Consultant Company at any time.
- 10.2 Notwithstanding the above or any other provision of this Contract, either Party may terminate this Contract with immediate effect without notice and without liability to pay any remuneration, compensation or damages if at any time:



- 10.2.1 the other Party commits any serious or repeated breach or non-observance of any of the provisions of this Contract or in the case of the Consultant Company refuses or neglects to comply with any reasonable and lawful directions of RHT; or
 - 10.2.2 the other Party makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to that Party; or
 - 10.2.3 the other Party is guilty of a fraud or dishonesty or acts in any manner which in the opinion of the terminating Party brings or is likely to bring either it or the other Party into disrepute, or
- 10.3 RHT may also terminate this Contract with immediate effect without notice and without liability to pay any remuneration, compensation or damages if the Consultant Company breaches any provision of Clause 8.
- 10.4 The rights of RHT under this Clause 10 are without prejudice to any other rights that it might have at law to terminate this Contract or to accept any breach of this Contract on the part of the Consultant Company as having brought the Contract to an end. Any delay by RHT in exercising its rights to terminate shall not constitute a waiver thereof.
- 10.5 Any rights or obligations of a continuing nature shall survive termination.

11. Obligations on Termination

- 11.1 On termination of this Contract the Consultant Company shall on request and shall procure that the Individual(s) shall:
- 11.1.1 immediately deliver to RHT all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of RHT, any keys and any other property of RHT which is in its possession or under its control;
 - 11.1.2 irretrievably delete any information relating to the business of RHT stored on any magnetic or optical disk or memory and all matter derived from sources which is in its possession or under its control outside of the premises of RHT.

12. Status

- 12.1 In this Contract, the term 'employee(s)' includes, so far as the context permits:
- 12.1.1 in the case of an LLP or partnership, its partners and employees;
 - 12.1.2 in the case of a company, its officers and employees.
- 12.2 The Consultant Company warrants that it is not, nor will it prior to the cessation of this Contract, become a Managed Service Company, within the meaning of section 61B, Income Tax (Earnings and Pensions) Act 2003.
- 12.3 The relationship of the Consultant Company (and the Individual(s)) to RHT will be that of independent contractor and nothing in this Contract shall render it (nor the Individuals) an employee, worker, agent or partner of RHT and the Consultant Company shall not hold itself out as such and shall procure that no Individual shall hold himself/herself out as such.



- 12.4 The Consultant Company shall indemnify RHT against any claim made or any award of compensation against RHT and/or its employees and/or its directors/trustees in respect of redundancy or unfair or wrongful dismissal claimed by any employee or former employee of the Consultant Company in respect of his or her service related to the provision of the Services including (but not by way of limitation) on the termination of this Contract (whether by effluxion of time or otherwise) under the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended.
- 12.5 The Contract constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant Company shall be fully responsible for and also indemnify RHT against:
- 12.5.1 any claim made by any employees or ex-employee for payment of salaries, wages, holiday pay, maternity and/or sick pay, income tax, National Insurance and Social Security contributions and any compensation payments and other payments or entitlements (whether statutory or otherwise);
 - 12.5.2 any and all reasonable costs, expenses and any penalty, fine or interest incurred or payable by RHT in connection with or in consequence of any such liability listed in Clause 12.4;
 - 12.5.3 any liability for an employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by an Individual against RHT arising out of or in connection with the Services;
 - 12.5.4 any and all loss, damage or liability (whether criminal or civil) and legal fees and costs incurred by RHT resulting from a breach of this Contract including any act, neglect or default which results in any successful claim by any third party and/or any breach of the obligations set out in Clause 8, (Bribery and Modern Slavery).
- 12.6 RHT may at its option satisfy such indemnity or indemnities (in whole or in part) by way of deduction from payments due to the Consultant Company or the Individual(s).
- 13. Force Majeure**
- 13.1 No Party shall have any liability under or be deemed to be in breach of this Contract for any delays or failures in performance of this Contract which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 10 (ten) working days, a Party may terminate this Contract by written notice to the other Party.



14. **Notices**

- 14.1 Without prejudice to any other method available for the giving of notice or to any acknowledgement by either Party that it has received the same, any notice or other communication to be given under or in connection with this Contract shall be in writing and shall be delivered or sent to:

(A) in the case of RHT:

Address: Raven Housing Trust Ltd, Raven House, 29 Linkfield Lane, Redhill, RH1 1SS

Email: louise.nicholls@ravenht.org.uk

Attention: Louise Nicholls

(B) in the case of the Consultant Company:

Address: Connect Internet Solutions Ltd, 3rd Floor, New Barratt House, 47 North John Street, Liverpool, L2 6SG

Email: tenders@connectinternetsolutions.com

Attention: Janet Symes

15. **General**

- 15.1 This Contract constitutes the entire agreement between the Parties with respect to its subject-matter and (to the extent permissible by law) supersedes all prior representations or oral or written agreements between the Parties with respect to that subject matter. Each Party acknowledges that in entering into this Contract it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Contract) made by or on behalf of the other Party before the signature of this Contract. Each Party waives all rights and remedies which, but for this clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance. This clause shall not apply to exclude liability of a Party for fraudulent statements (including fraudulent pre-contractual misrepresentations on which the other Party can be shown to have relied).
- 15.2 The Consultant Company shall not assign, novate or otherwise transfer this Contract to any person without the prior written consent of RHT. The Consultant Company may not authorise any third party or sub-contractor to provide all or any part of the Services without the prior written consent of RHT.
- 15.3 An amendment of this Contract will not be binding on the Parties unless set out in writing, expressed to amend this Contract and signed by authorised representatives of each of the Parties.
- 15.4 No failure of either Party to exercise, and no delay by it in exercising, any right, power or remedy in connection with this Contract (each a "**Right**") shall operate as a waiver of that Right, nor shall any single or partial exercise of any Right preclude any other or further exercise of that Right or the exercise of any other Right. A waiver may be made only in writing and must be expressly stated to be a waiver of a Party's rights under this Contract.
- 15.5 This Contract does not create any right or benefit enforceable by any person not a Party to it (within the meaning of the Contracts (Rights of Third Parties) Act 1999).



15.6 The invalidity or unenforceability of any part of this Contract for any reason whatsoever shall not affect the validity or enforceability of the remainder.

16. Governing Law

16.1 This Contract and any disputes arising under it shall be governed by and construed in accordance with the laws of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the courts of England and Wales in connection with any matter arising out of or in connection with this Contract.

Signed by the Parties' authorised representatives as follows:

On behalf of **RHT** by *Louise Nicholls*

(Authorised Signature)

Name: Louise Nicholls

Position: Head of Marketing and Communications

Date: 06 July 2021

On behalf of **the Consultant Company** by *Janet Symes*

(Authorised Signature)

Name: Janet Symes

Position: Managing Director

Date: 05 July 2021



Schedule

A. The Services

Design, implementation and maintenance of new corporate website

Concept to Developed Design

Discovery Activities

Key to our implementation of the site is a thorough discovery phase. We use findings from our workshops with real users to inform the creative designs for the site. Two workshops have been included; one for the identification of key users and their user journeys, and a card sorting exercise to find the optimum content taxonomy for quick and effective navigation.

Also included for feedback, testing and refinement are information architecture wireframes and branded mocks. Stakeholders are drawn upon to test the wireframes for usability in a click test, and to offer feedback on the design so that the look-and-feel can be improved.

We cost for a first instance of wireframes, and of a branded mock-up, and two revisions of each. This can potentially be value engineered to offer one original and one revision.

However, we **strongly** recommend the most thorough user testing possible during discovery to guarantee an optimised end product.

Original cost (interactive wireframe plus two iterations, branded mock-up plus two iterations): £2,068

Revised cost (interactive wireframe plus one iteration, branded mock-up plus one iteration): £1,482

Page Templates

To complement the site, we originally costed for the creation of nine page templates. This was to give your content editing team an immediate start at building the site they envision. As part of value engineering we can revise this to our more standard six templates including home page, a flexible content page, and search template with listings.

Nine templates: £756

Six templates: £504

Content Migration

We are currently proposing a combination of automated and manual methods to migrate content to the new site, using our proven content migration process:

- » Present site is spidered; all associated documents and files copied to a private development area
- » Any changes to site architecture that arise during the design are mapped onto original content
- » A detailed plan of tree/template/content is drawn up and the best method chosen; automated methods are used wherever possible supplemented by manual migration
- » An agreed 'data freeze' of the old system so that no updates are made over an agreed period; this allows us to migrate the entire data set without losing integrity between the two systems
- » Internal testing is performed to ensure the migration is accurate and entire

In order to minimise the cost of transferring content to the new website we propose that Connect carries out one day of content population of the new website with the remainder being carried out by the RHT team once they have received training from us. Thirty pages of population should be achievable within one day.

WordPress will aid simple content migration and addition with intuitive, simple features such as:



- » WYSIWYG (What You See Is What You Get) content editing: Using the Microsoft Word style content editor you can quickly and easily add any format of content (such as text, images, video and audio). This includes the direct import of content from programmes such as Microsoft Word.
- » Data import: Directly import data via .xls or .csv format documents.

Original cost (combination of automatic and manual methods, all content migrated by Connect): £3,174

Revised cost (some manual migration by Connect plus training (priced separately) on how to populate): £772

Implementation and Launch

Multi-Factor Authentication

We have proposed the integration of your existing Microsoft authentication tool. Integration will involve the addition of custom code to the site in order to verify account details against your Microsoft account endpoints, using oAuth2.

Cost: £3,550

Maps

Our proposed solution involves a foundation of a JavaScript based mapping tool, Openstreetmap is our preferred solution, with additional custom development work that allows GIS mapping functionality in combination.

Using a JavaScript map gives the user a tool they can interact with by scrolling and zooming to quickly understand a property's location in a given area. Customisation will be added by our design and development team to offer a more thorough user experience; properties and community assets can be displayed as stylised pins on the map, with profile boxes attached to give information (image, description, address etc). Group options for displaying points of interest are also possible, such as showing all available properties at once.

It is a requirement that RHT own or have access to geographical data for all features you wish to have plotted on the map. Data is to be supplied in standard mapping formats of either latitude and longitude or eastings and northings. Connect will pull in the data as a CSV file uploaded and updated by RHT to a secure area.

More advanced mapping options are available, whereby we can overlay additional layers of geographical and spatial information, such as ward boundaries, fence boundaries, land ownership and more. The ability of the map to visualise these factors depends on the corresponding data existing to be inputted into the tool. We included 6 days for the more advanced solution in our original costs.

The reduced cost option will be flexible to expand and include further functionality at a later date.

Full Feature Cost (interactive map with points of interest plus advanced GIS features): £3,806

Reduced Cost (interactive map with points of interest functionality): £2,342

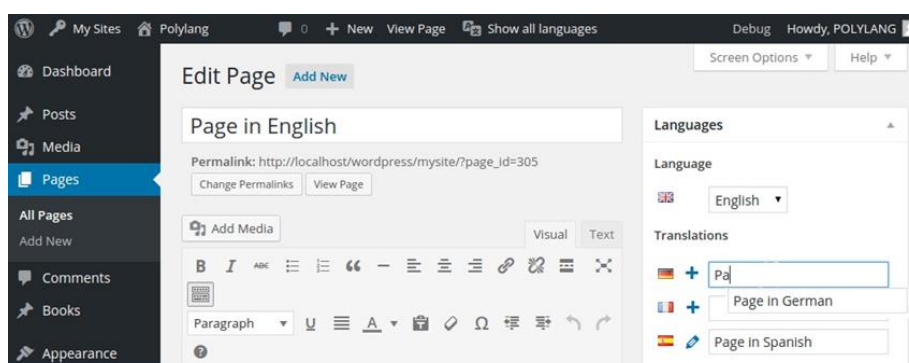
Multilingual Content

Currently we propose the use of PolyLang plugin in combination with Loco Translate.

This means the complete user experience can be available in English and other languages of your choosing.

- » PolyLang offers multilingual versions for front-end users and side-by-side editing for content creators.
- » Loco Translate provides translation for all remaining elements of the site that are not content manageable.

Users will be able to choose their preferred language at any point on their user journey by means of a simple language toggle on every page. Your users won't have to navigate through the entire site again when switching between languages.



A view of multilingual content editing available in WordPress back-end, using Polylang. Editors can easily switch between languages in WordPress back-end, so that English and additional language versions of content can be added simultaneously. This simplifies the process of quality control; all content can be checked for consistency prior to publishing. It also allows your team members to work in their preferred language.

During the later stage of development, we provide your team with a spreadsheet with English content for translating to chosen language variants. These translations will be housed in translation folders which Polylang and Loco Translate will index. Our methodology avoids the need for machine translation, which is inconsistent and prioritises one language over the other.

A simple approach for sites that need to incorporate some content in languages other than the default language (in this case English) is to choose another language code from the WordPress settings in the back-end. Language setting is set once per page; it allows content editors to add content in another language, whilst WordPress uses pre-written coding that recognises that language and can ensure it renders consistently so as to comply with accessibility standards (such as the rendering of accents or different characters).

This covers only select bodies of content as uploaded by an editor, on select pages; headers, footers, navigation and other site-wide features will not be translated. This also does not allow for side-by-side content comparison between language variants in the backend, as is possible with Polylang. As default WordPress functionality, the additional cost is negligible.

Original cost (Polylang and Loco Translate for entire site translation): £920

Revised cost (select pages with accessible content in an additional language): Included

Customer Portal Integration

Customer portal integration will be carried out in two stages. Initially, the user will be redirected to the portal by clicking a link; this can be formatted in a number of ways, as a navigation menu entry, a hyperlink as part of static content, as a button with a call-to-action link. This is included in our costs.

Note: a link could be added to the customer portal to return users back to the web site once they no longer need the portal.

Following the launch of the new customer portal, the site will integrate with the platform so that users can start and end their user journeys using the portal from the website and without any need to redirect. Your usage of Microsoft Dynamics CRM and iProperty Cloud will be integrated with the website using existing APIs. This can allow fluid end-to-end processes related to housing.

5 development days have been costed for investigation of stakeholder requirements that involve usage of external Microsoft platforms, as well as the work involved for integration. Please note: this depends on information being provided on the intended user journeys from beginning to end.

Cost: £3,550



Alert Messages

Added as a custom feature to the site's theme, your administrators will be able to publish alert messages. These can be formatted to appear as a banner or as a pop-up box, and can be added to any or all pages as needed.

Cost: £305

Bespoke Form Variants

Online forms will be built using Gravity Forms plugin, with training given covering how to create and manage forms. Gravity Forms is an intuitive tool and can handle most form needs with no additional work.

In some instances, such as for the ordering of a parking permit, the form may benefit from additional development. We have included 2 development days for creating a bespoke parking permit ordering form that includes validation of the data entered against simple eligibility rules, in order to advise an applicant of suitability (where possible) for smoother permit allocation.

A simpler option is for your team to create an interactive online application form for registered users to access, using the Form Builder tool provided.

Cost – custom parking permit application: £1,348

Cost – using the form builder provided, RHT team create the application form: Included.

SEO Optimisation

The proposed site will be search engine optimised a number of ways. Our in-house Digital Strategist will contribute during development to ensure the XML sitemap is crawlable and check for robots.txt files and meta tags so that the site is returned in searches.

Yoast plug-in will be added to bolster your SEO efforts. Yoast uses a colour-coded traffic light system to highlight performance in real-time, as content is being added, allowing team members to easily improve organic visibility before they publish content. Yoast also displays inline previews, so you can see how content will look when on Google.

We'll install Google Analytics by Monster Insight. Tracking the Raven Housing Trust website, we will configure it to support:

- » Universal or the asynchronous Google Analytics tracking code
- » Option to enable demographics and interest reports
- » Outbound link & downloads tracking as Google Analytics events or pageviews
- » Option to track internal links with a particular format as outbound links, very useful for affiliate links that start with /out/, for instance.
- » Possibility to ignore users of any user level and up, so all editors and higher for instance are not tracked.
- » Option to anonymize IPs for use in countries with stricter privacy regulations.
- » Tracking of your search result pages and search terms used.
- » 404 page tracking

The solution will also include Connect's EasyInsight plugin which will embed a custom Google Analytics dashboard giving you access to analytics data within WordPress. Once installed, your team can access the data from your GA account from the back-end of the site, without having to redirect.

In addition, Google Lighthouse will be included for on-demand auditing of web pages for performance and quality, returning a report of findings, and Google Tag Manager for managing JavaScript and HTML tags, including web beacons, for effective tracking.

Cost: £710

Custom Document Store

To meet your requirement for premium document sharing for third parties, we will develop a newly designed document storing system.

The document store will communicate with the Membership plugin used to set access permissions across the site depending on a user's role eg administrator, editor. Third party



members with the required permission will have access to the store for the adding and retrieving of documents. Time has also been included for investigating the inclusion of alerts and flagging.

As a simplified option, we will only use WordPress's default document store. Uploading documents to the store would be restricted to only registered members of the Raven team; however, any documents on the site can be publicly downloaded, including third-party downloads.

We will include free of charge the Document Manager plugin, which gives your administrators useful tools to manage documents such as size limits, logos varying with document type, and tracking the number of times a file has been downloaded.

Original Cost (bespoke document store for third-party uploads, alerts and flagging): £3,550

Revised Cost (default document store, no additional functionality): Included

GDPR Form

Prior to launch, we would assist your team in drafting the contents of a GDPR Compliance form which users can view upon landing on the site. If your team are confident in their own ability to complete this, we will discount time allotted for giving guidance in creating the form.

Original Cost: £204

Revised Cost: Included

Added Value

The following plugins and functionality are included with no extra charge.

Flexible Page Layouts: a plugin designed in-house for our customers, this allows site editors to arrange content on a page easily by building with flexible columns and rows. Pages can be reworked to prioritise new content, without compromising existing brand guidelines or accessibility standards.



The flexible page layout plugin takes minimal time to install but provides much added value by giving your team control in page arrangements and so reducing the need for commissioning extra design work or page templates through support.

Content Review: a popular plugin built by Connect for helping to keep site content relevant. Review dates can be set on a post, page or custom post types, offering a place in the Admin Dashboard for you to view the most recent items for review, and allowing notifications to be sent to chosen website users when the date arrives. The plug-in allows you to either set the post to draft, removing it from the front-end, or leave the post published and just send a notification.

Simple History: this plugin will be added to provide an audit trail of work carried out by editors. Pages created, added to, changes made and the details of those changes are all recorded with the Simple History plugin.

URL Customisation: WordPress allows for short URLs. We will assist you in organising which URLs to shorten and carrying out the edits, including the admin web address.

Cost: Included



Maintenance and Support

We have allocated 2 hours per month (24 hours per annum) for support and maintenance issues. Our support and maintenance contract allows you to choose the services you required, for example, we can fix issues with the site, add functionality or provide advice.

The service comprises:

- » A dedicated Support Manager
- » Monthly support reports
- » A streamlined process using online ticketing system
- » Timely resolution – working to response/resolution target times
- » Discounted day rates
- » 15% discount on repeated training

Your support hours can be used to cover:

- » Advice and guidance: investigations/recommendations, advice on best practice
- » UX & Design work: improving user journeys/UX, usability testing updating design
- » Development: adding new features, improving functionality, software integration, bug fixing
- » Content services: content changes, content population/migration
- » Consultancy: accessibility testing, website analytics, search engine optimisation

Support requests can be placed 24x7 online. Support response and resolution times are 9 a.m. to 5 p.m. Monday to Friday, excluding bank holidays. Response outside of these times is available, including 24x7, at an additional cost.

	Type of request	Target response time*	Target resolution time*
Incidents	High Priority Incident <i>e.g. system unusable, affecting critical business processes</i>	2 hours	4 hours
	Normal Priority Incident <i>e.g. (part of) system not working correctly, but not affecting critical business processes</i>	4 hours	4 days

**does not apply to spent-ahead & rolled-forward units*

	Type of request	Target response time	Target work plan agreed
Change Requests	Change Request	4 hours	4 days*

** delivery of work plan to perform the change request*

Time will be drawn down from your allocation of hours to service your support requests, over the term of the contract.

Whilst this service is recommended by 100% of clients receiving it, it is optional, and can be reduced to 1 hr per month if preferred.



B. Fees

Fees include additional reduction of 2% on day rates and with reductions applied as detailed here:



Raven_UpdatedCosts
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	Ex VAT	Inc VAT
Strategic Definition, Preparation and Brief	£4,898.76	£5,878.52
Concept to Developed Design	£965.36	£1,158.43
Implementation and Launch	£12,332.15	£14,798.58
Maintenance & Support Year 1 - 2 hours per month	£1,800.00	£2,160.00
Hosting Year 1	£2,112.00	£2,534.00
Convert Pre-Existing Microsite for Raven Homes onto Wordpress	£6,040.19	£7,248.22
Training session - preparation and delivery via Webex	£1,402.02	£1,682.42
Total	£29,550.48	£35,460.17

C. Programme

Task	Date
Strategic Definition, Preparation and Brief	June 2021 – August 2021
Concept to Developed Design	August 2021 – September 2021
Implementation and Launch	September 2021 – January 2022
Convert Raven Homes to WordPress	TBD
Training	November 2021