

Service Level Agreement



DIGITAL SERVICE LEVEL AGREEMENT (page 1 of 5)



The following document outlines the working practices of Brandit360 (the agency) and the standards of service offered to clients.

Agency Responsibilities

"This agreement sets out clearly what you have a right to expect from Brandit360 as your visual communication agency. Equally it explains the limits of our liability and responsibility.

This agreement forms part of our commitment to transparency and openness that we believe is vital to any business relationship. By clarifying entitlements and responsibilities up front it also helps to streamline projects and ensure their timely delivery.

We are delighted you have chosen us to support you and can promise you service of the highest standard for as long as you need it.

Please don't hesitate to contact us, if you have any queries regarding the agreement."

Chantel Beauregard - Founder, Brandit360

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1. Definitions

1.1 Hosting Provider Company refers to the specialist companies, such as GreenGeeks from whom Brandit360 contract their various Web Servers.

1.2 A Project can be any service provided by Brandit360 to the Customer. (Examples include web design and development, content management systems, email marketing, social media brand-ing, search engine optimization work and hosting)

1.3 "Frustrates" is a term used to describe a situation in which one party to a contract acts in such a way so as to make it unrealistic for the other party to carry out their part of the contract. .

1.4 The word "contract" as it appears in these terms and conditions shall mean the contract between Brandit360 and the Customer, which will be based on the terms and conditions contained within this Service Level Agreement.

2. Abbreviations

2.1 SLA stands for Service Level Agreement.

2.3 ISP stands for Internet Service Provider.

2.4 HPC stands for Hosting Provider Company.

3. Contract

3.1 The terms and conditions contained in this SLA apply to Brandit360 Customers unless agreed in writing to the contrary. No other contract terms and conditions shall apply unless specifically agreed in writing between Brandit360 and the Customer.

4. Estimates

4.1 Brandit360 will provide customers with initial estimates for projects on request. The final project sum may vary from the initial estimate. An estimate as opposed to fixed price quotation is useful when the actual project sum cannot be reasonably or accurately ascertained at the outset.

4.2 Work carried out against estimates will be charged in accordance with clause 8.

4.3 Brandit360 will provide estimates in writing by email to customers, which will include a hyperlink to this SLA. Acceptance by a customer of a Brandit360 estimate is subject to acceptance of Brandit360 terms and conditions and the Brandit360 SLA, unless specifically agreed in writing between the Customer and Brandit360 to the contrary.

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5. Quotations

5.1 Whenever possible, Brandit360 will provide customers with a detailed price quotation and detailed specification for a project.

5.2 Items omitted or added to the specification that accompanies a quotation will be treated as variations in accordance with clause 6.

5.3 Brandit360 will provide quotations in writing by email to customers, which will include a hyperlink to this SLA. Acceptance by a customer of a Brandit360 quotation is subject to acceptance of the terms and conditions in this SLA, unless specifically agreed in writing between the Customer and Brandit360 to the contrary.

6. Variations

6.1 The value of work included in a quotation, that is not undertaken due to subsequent agreement with the client, will be valued and deducted from the final project sum.

6.2 Work that is in addition to that detailed in a quotation, will be valued and added to the final project sum.

6.3 Brandit360 does not accept liability where delays in reaching a deadline are caused by the customer for example in the supplying of essential content and/or sign off for work to continue

7. Copyright

7.1 The source code of all website web pages remains the intellectual property of Brandit360 and may not be copied and used by any other party without the consent of Brandit360.

7.2 All scripts, css and included files used within customer websites remains the intellectual property of Brandit360 and may not be copied and used by any other party without the consent of Brandit360.

7.3 All customer logo images, images unique to the customer, i.e. of their premises, work force and their business, plus all written copy, belong to the customer and are covered under their copyright. Brandit360 will not reuse customer written content or images without the express permission of the customer.

8. Hourly Rate Charges

8.1 Brandit360 will charge for services provided that are not included in any quotation or under the terms of clause (9).

8.2 Brandit360 will review and may increase their standard hourly rate on an annual basis.

8.3 There will be a minimum charge of 1 hour.

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9. Hosting

9.1 Brandit360 use high performance web servers hosted by first class HPC's, such as GreenGeeks.

9.2 Our GreenGeeks dedicated server hosts all of our live sites and has unlimited bandwidth and an uptime performance of 99.9%.

9.3 Brandit360 will quote a separate annual price for the hosting and associated technical support for customer websites.

9.4 Brandit360 will use their best endeavors, in conjunction with the HPC, to rectify the cause of any disruption in the hosting service of a customer's website(s) and to minimize the duration of any such instances.

9.5 Brandit360 will not be liable to the Customer for any compensation in respect of any down-time that may occur with the hosting of their website(s).

9.6 Brandit360 keeps local daily backups of all customer test website files and databases and in the unlikely event of a hard drive failure or other technical failure with the dedicated web server will restore the website as quick as possible on a new or repaired web server.

9.7 All website files and databases used for customer websites are regularly backed up by GreenGeeks and in the unlikely event of hard drive or other technical failure with the dedicated web server these will be restored and re-connected to customer website(s).

9.8 With regard to any images or download files uploaded to a customer's website by a customer it is the responsibility of the customer to retain a copy of these on their local PC/LAN. In the unlikely event of hard drive failure or other technical failure with the dedicated web server it will be the responsibility of the Customer to re-upload these files if they are not present in the back up files as outlined in clause 9.6 and 9.7

9.9 Brandit360 utilizes various backup processes on their dedicated servers for all website folders and files and may, therefore, be able to save customers the need to re-upload files in accordance with clause 9.8. This is not guaranteed by Brandit360 so customers should observe and be prepared, in the unlikely event, to comply with clause 9.8.

9.10 In the event that a customer wishes to move their website and/or database to another web server supported by another party, then Brandit360 will cooperate fully, subject to all out-standing amounts being paid up in full, in advance, along with a negotiated fee to purchase the intellectual copyright of the source code etc detailed in clause 7.

9.11 In the event that the Customer requires assistance with remedying a situation with their website that is not a technical fault caused by Brandit360 or the HPC the time expended by Brandit360 will be charged to the Customer in accordance with clause 8.

9.12 Brandit360 will invoice for Hosting on an monthly basis.. Invoices will be raised approximately 5 days prior to the commencement date.

Brandit360 & GreenGeeks Server License terms: Minimum 6 months.

Please note: Server License Agreements are renewed automatically unless the organization moves their hosting within 6 months notice, otherwise automatic renewal commences.

This is to avoid sites being 'down' for any period of time.

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10. Email

10.1 Brandit360 will setup customer's email within the hosting of a live site and charge a fixed amount for doing this.

10.2 Brandit360 will investigate any problems reported by the Customer with their email. If the problem is due to an error by Brandit360 then no charge will be made to the Customer. If the problem is not due to an error by Brandit360 then the Customer will be charged in accordance clause (8), Brandit360 Hourly Rate Charges.

10.3 Brandit360 employs an IT consultant who can investigate any IT related problems on behalf of Brandit360 for the Customer, should the Customer require IT support. Brandit360 will agree the hourly rate of this with the customer and if accepted, provide the IT consultant with the Customer's contact details and invoice the charge to the Customer once work is complete.

11. Website Services

11.1 Brandit360 will offer to customers third party services such as those offered by Google to enhance the performance of their websites. Brandit360 may include in quotations the setup and maintenance of such third party services. Brandit360 will not be liable to the customer for any interruption, non-performance, or cancellation of the provision by third parties of any such services.

12. Search Engines

12.1 Brandit360 will design websites to perform well with search engines of Google and Bing and will recommend additional optimisation techniques to the customer should they wish to achieve high rankings.

12.2 Brandit360 accepts no responsibility or liability to the customer for the rankings achieved or how such rankings may vary over time if the customer chooses not to request or undertake additional optimisation work.

13. Invoicing & Payment

13.1 Brandit360 standard payment terms are 30 days from the date of invoice.

13.2 Brandit360 will specify within estimates or quotes how a project will be invoiced. Large projects may be split in to a number of monthly interim invoices plus a final invoice on completion.

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14. Performance

14.1 Brandit360 will ensure that the specification quoted for to the customer works as intended for a maximum time period of 4 weeks. In the event that the customer reports that some part of the specification is not functioning correctly then Brandit360 will investigate this and take corrective action at no expense to the customer. For correcting performance actions after one year, the Customer will be charged in accordance clause (8), Brandit360 Hourly Rate Charges if the work required takes 0 to 15 minutes.

14.2 After one year, Brandit360 recommends a review is carried out on the Customer's project after which updates and upgrades can be proposed to the Customer with estimations of cost.

14.3 In the event that the customer reports an issue which is related to a matter that falls outside of the project specification then Brandit360 will investigate this and email the customer a report and, if appropriate, a price to carry out the extra work involved to resolve the issue.

15. Damages

15.1 Brandit360 do not have any liability to the customer for the performance of a website, database or any other entity/service developed/ setup for the client by anyone other than Brandit360.

16. Termination

16.1 In the event that the customer does not pay an invoice within 30 days of the due date, i.e. within 44 days of the date of the invoice, then Brandit360 have the right to suspend all further works for that customer until such time as payment is made in full. On late payments, interest will be accrued at 4% per day.

16.2 In the event that the customer becomes insolvent or goes in to liquidation Brandit360 have the right to immediately terminate their contract with the Customer and invoice for the full value of project works carried out to that date, plus suspend any email or hosting services.

16.3 In the event that a customer "frustrates" the progress of a project contract with Brandit360 then Brandit360 will be entitled to give 14 days' written notice to the customer of the contract being terminated. If the customer does not satisfactorily remedy the cause(s) of the frustration, within the 14 day notice period, then Brandit360 will have the right to terminate the contract. Brandit360 will invoice the Customer for the full value of works carried out to-date.



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