

Service Level Agreement

Version 1-3

Definitions

- A project is fixed cost work that can include graphic design, web design, video, photography or print provided by Newwave to the Client.
- The word “contract” as it appears in these terms and conditions shall mean the contract between Newwave and the client, which will be based on the terms and conditions contained within this Service Level Agreement (SLA).
- Retainers refer to ongoing monthly work to an agreed budget which will equate to our current hourly rates. These can include: marketing, digital marketing, SEO, PR, design or web development.

Contract

- The terms and conditions contained in this SLA apply to all Newwave clients unless agreed in writing to the contrary.
- No other contract terms and conditions shall apply unless specifically agreed in writing between Newwave and the client.
- In the event of any ambiguity between these terms and conditions and any terms agreed in writing between Newwave and the client then these terms and conditions will apply.

Project Management

- Each client is appointed a project manager. Their role will be to ensure the overall aims for the client are being met, with projects and tasks being managed. This will include ensuring tasks are being completed, checked and delivered by the appropriate team members.
- Each client team will be made up of a designer, digital marketing person, web developer and account manager.
- For larger projects an initial meeting is desirable, otherwise a briefing over the phone with the project team will be required.
- Deadlines for project work are to be discussed before the project starts.
- Estimates lead-times will be provided when required upon request.
- New deadlines introduced during the project, that mean we must change our schedules, or do additional work will incur extra cost.
- For time critical projects, if we envisage any delays in meeting requested deadlines, we will inform you at the earliest point to discuss options.
- A monthly report will be provided for digital marketing retainers, which will include traffic analytics, conversion tracking and a summary of work done.

- Newwave will call each client with design and marketing retainers, at the start of each month to discuss plans for the coming month.
- Newwave will ensure that all urgent calls received within our working hours are responded within 2 hours.
- Newwave will keep the client up-to-date at key project stages. If any issues arise Newwave will notify the client and provide options.
- Retainers will be reviewed annually.

Design Concepts

- For new clients unless otherwise stated, three concepts will be presented. For on-going clients, where a style and layout direction has been already established - one concept will be presented, or a range of design development ideas.
- Design work will follow the client's brand (and guidelines where available) where appropriate.
- If a client is unhappy with the design quality or direction, Newwave will endeavour to bring the design to a point the client is happy with.
- As design work is subjective, it will be considered complete and chargeable once Newwave have done what they deem is fair and reasonable to meet the client's original brief and feedback.
- Changes to the brief or specification will be considered as additional chargeable work.

Digital Marketing

- Is done on an ongoing retainer basis. A block may be done initially as a one-off project.
- Digital marketing, constitutes a mix of services which can include: SEO, social media management, PR, content writing and PPC management. The mix will depend on each client's specific requirements.
- A monthly report will be provided for digital marketing accounts.
- To be able to perform our tasks and reach our objectives, we will need regular contact with the client.
- Where possible we will establish targets - for campaigns with measurable outcomes.
- We will work closely the allocated time, if for any reason we are unable to complete the planned tasks or use the allocated time - we will roll the time and tasks over to the following month. If the client does not provide the team with what is needed to perform their planned tasks, time will be rolled over to a maximum of 3 months.
- Time allocation is based on the value of the retainer at the current hourly rate.

- Contract length – 6 months minimum, monthly rolling thereafter.
- Notice period - to end the contract please provide 3 full working months' notice.

Marketing Retainers

- Are done on an ongoing retainer basis.
- Marketing retainers constitute a full mix of our services which can include all the digital marketing services: SEO, social media management, PR, content writing and PPC management; along with design and website development. The mix will depend on each client's specific requirements.
- Time required for design, web development and PR fluctuates more than digital marketing, so for retainers biased towards these services, we will monitor time as an average over a number of months.
- Unused time will be rolled over the following month.
- Time allocation is based on the value of the retainer at the current hourly rate.
- Contract length – 6 months minimum, monthly rolling thereafter.
- Notice period - to end the contract please provide 1 full working months' notice.

Print and Marketing Materials

- This includes all printed literature, packaging, point of sale items, exhibition materials or merchandise items.
- We source print from a number of suppliers, but work with only those who we believe will provide quality print, with good lead-times and consistent delivery, whilst offering good value.
- It is the client's responsibility for checking all design layouts, content and spelling. Designs will be supplied as PDF's for checking until the final revision is approved, this numbered revision will be used for print. These are considered the digital proof.
- Newwave will not be held responsible, if a print job requires reprinting where the PDF had been approved, this will be reprinted at the client's expense.
- Physical proofs are not provided, please let us know if these are required, but for many low volume print jobs – there is little difference in the cost between producing a proof and a full run. Where a print job has higher volumes, to ensure the print is as expected, we recommend a minimal run to start with. Or to test colours and font weights etc. for a more expensive print job - a smaller flyer print could be produced at the client's expense.

- Print colours will vary from what is seen on screen as monitors use RGB colours that are backlit, where as print is generated from CMYK (cyan, magenta, yellow and black ink separations).
- Spot colours can be used for more accurate reproduction, please refer to a pantone swatch book to select colours, these typically increase the print cost. Exhibitions banners and vinyl printing do not use spot colours, these where specified will be converted to CMYK.
- Print will also vary depending on the paper stock used, ink soaks in on uncoated stock producing duller colours but has a more organic feel. Coated stock will produce vivid more accurate colours with images that look sharper.
- As print is made up from coloured dots, fine details and small text may break up and appear different to a PDF. Where in doubt fine print should be made darker or lines thicker to compensate for the print process.
- We recommend leaving plenty of time for print, so if there are any mistakes or issues, there is enough time to make corrections and get items reprinted. The printers we use typically work to fast delivery times, but as very occasionally there can be issues with print machines or deliveries - we recommend allowing contingency time. We will not be held liable for print delivery times.

Website Hosting

- Website hosting is a service that allows visitors to access a website stored on a web server through the internet. A domain name is required to point visitors to this server.
- The client will need to indemnify themselves against any losses that could be incurred through any server/website downtime or site hacks. Newwave will not be held accountable for any losses incurred.
- Newwave will assume administrative control of the server and website. If the client or a third party wishes to make changes to the website beyond standard content changes, version control needs to be planned out to prevent data loss and errors. Newwave cannot be held responsible for fixing changes made by the client or a third party. Any remedial work will be chargeable.
- If Newwave are doing development work this will usually be done on a separate development server. When complete, the changes will either be migrated across, or the development and live server swapped out. To prevent data loss, it is important that the client let us know if they are making any changes to the live site during a development stage. These changes should be tracked.
- Hosting starts as soon as a development server has to be created, rather than when a website goes live.

Standard Hosting

- Your hosting includes unlimited disk space and bandwidth in accordance with the service provided by Newwave.
- Hosting is on a shared server, as such speeds can vary.
- In the event that a client wishes to move their website and/or database to another web server supported by another party, then Newwave will provide zipped copies and access, subject to all outstanding amounts being paid up in full, in advance. Email migration will need to be managed by the other party.
- In the event that the client requires assistance with remedying a situation with their website that is not a technical fault caused by Newwave or the hosting provider the time expended by Newwave will be charged to the client in accordance with the hourly rate.
- Newwave will invoice for hosting on an annual basis, yearly in advance. Invoices will be raised approximately 14 days prior to the commencement date.

Cloud Hosting

- Is on a dedicated cloud-based platform, with dedicated processors and solid-state disk space which runs as a virtual machine.
- These are our premium solution for web hosting. We recommend cloud hosting for all sites where consistent performance is required, or if the website is ecommerce or has complex custom scripts running.
- Cloud hosting can be easily scaled up or down, usually done within minutes.
- These are entirely configured by our developer team.

Website Compliance and Security

- Out-of-date websites can become vulnerable to site hacks, the client has a legal responsibility to ensure the website CMS along with any plugins or extensions are kept up-to-date. If they are not and the site is compromised, any time required to clean up the site, bring up-to-date or restore will be charged at our hourly rate.
- Web compliance and security retainers - Newwave recommend this to all clients. This covers security updates to plugins, extensions websites and servers, along with minor CMS (content management system) updates. A quotation can be provided on request. Major CMS updates usually require additional work, and at times even a rebuild.

Website Support

When the client raises a support issue with the Newwave, we endeavour respond in a timely fashion.

Response times

- The response time measures how long it takes the supplier to respond to a support request.
- Newwave is deemed to have responded when it has replied to the client's initial request. This may be in the form of an email or telephone call, to either provide a solution or request further information.
- Guaranteed response times depend on the priority of the item(s) affected and the severity of the issue. They are shown in the following table:

	Issue severity (see Severity levels section, below)			
	Fatal	Severe	Medium	Minor
Response Time	30 minutes	2 hours	6 hours	2 days

Severity levels

The severity levels shown in the tables above are defined as follows:

- **Fatal:** Complete degradation — all users and critical functions affected. Item or service completely unavailable.
- **Severe:** Significant degradation — large number of users or critical functions affected.
- **Medium:** Limited degradation — limited number of users or functions affected. Business processes can continue.
- **Minor:** Small degradation — few users or one user affected. Business processes can continue.

Measurement and penalties

- Response times are measured using Newwave's support ticketing system, which tracks all issues from initial reporting to resolution.
- It is vital the client raises important issues via this system. If an issue is not raised in this way, the guaranteed response times do not apply.

- Newwave will incur no penalty for failing to adhere to response times.

Resolution times

- Newwave will always endeavour to resolve problems as swiftly as possible and recognise that the client's website is key to its business and that any downtime can cost money.
- We are unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary enormously.

Office hours support

During normal office hours Newwave is flexible in the method of requesting support:

- You can request support through a ticket system, by phone or email.
- You will have a dedicated point of contact but also direct access to specialist team members.
- Newwave will respond quickly to all requests. We will only monitor response times on support requests made through the ticket system.
- Fixes to urgent issues will be prioritised above all current work.

Out of hours - high severity issues

Out of hours support is not included by default in this SLA. Newwave will however be helpful and accommodating where the client is facing high severity issues outside of normal office hours. The out of hours support procedure is as follows:

- Client submits high severity support request via ticketing system
- SMS notifications are sent to the Newwave's development team
- We will respond as soon as possible to out of hours support requests
- We will start work as soon as possible
- Where required, Newwave will communicate with third parties, such as hosting companies or domain providers

Web Development Process

Unless otherwise agreed, the supplier will work to a standard development procedure as listed below:

- Initial brief provided by client
- Internal Newwave team brief and discussion
- Feedback to client & agreement on final brief

- Changes made to development site - internal quality checks
- Changes pushed to staging site - client checks, amendments, final approval
- Changes pushed to live site - final checks post launch

Email

- Newwave will support you if required with the initial set-up of email accounts to ensure the correct configurations are used. This is included in the cost of website hosting.
- To access your email on various devices, forwarders can be set up to connect other accounts. This is included in the set-up costs.
- Newwave are excluded from any liability to the client for any interruption or termination in the email service.
- Newwave will troubleshoot any problems reported by the client with their email. If the problem has arisen from Newwave's email servers, then no charge will be made to the client. Otherwise, the client will need to refer to their own IT support to resolve the issue.
- The technical setup of a client's computer, email software and internet connections are the sole responsibility of the client. We recommend that every client has their own local IT support, that can help with hardware setup and software configuration, and provide troubleshooting as and when required.

Search Engine Optimisation

- Newwave include basic optimisation when designing websites. This includes ensuring the website is built on a search friendly platform, with the ability to optimise page titles and meta descriptions.
- Newwave accept no responsibility or liability to the client for the actual rankings achieved or how such rankings may vary over time.
- SEO takes time and commitment, we therefore recommend that clients have an ongoing digital marketing package to ensure continuous efforts to increase or maintain rankings.

Hourly Rates

- Newwave will charge for all requested work, unless covered under the scope of a retainer. The amount charged will be £55+VAT as a standard hourly rate.
- Newwave reserve the right to adjust its hourly rates, for current rates please ask when ordering new work.

Invoicing

Timesheets

- Timesheets are logged time by staff and charged at their hourly rate.
- These are invoiced at the end of each month, if a task is partially completed the unbilled time will be invoiced and marked as billed.
- If a client is concerned about the time and cost of a task, they can request a time estimate.
- An estimate is the approximated cost based on our hourly rates, this is not a fixed cost.
- Work will be separated as much as possible into individual tasks, to provide clear breakdowns of work undertaken.

Projects

- A quotation is a fixed cost project for an agreed specification.
- If changes are required beyond what was originally briefed or envisaged, we will inform the client and discuss the options or cost implications. The additional work will be charged as extra.
- Projects will be charged for 50% + VAT upon receipt of order and the remainder due before the release of final artwork or a website is made live.
- If a project is subject to unreasonable delays due to the client. The remainder due for that project stage will be invoiced, with the remaining work being completed when made possible. If the delay causes additional work for Newwave to pick-up on the project again, this will be charged as extra,

Retainers

- Retainers cover an agreed set of services based on a fixed cost.
- These will be invoiced at the end of each month on the 28th.
- Please arrange a standing order to go out on that day.

Print and Marketing Materials

- We will mark-up all wholesale print and items by 20% to cover our supplier and order management costs.
- These will be invoiced upon approval of final artwork and before the items are sent to print.
- For clients with lots of ongoing print and timesheet work, invoicing may be sent at the end of each month.

Hosting and domains

- Hosting is activated when the development site is created, not when the site goes live.
- Hosting is invoiced for the full coming year in-advance. If cancelled during the term, the remaining time is non-refundable.
- Invoices for renewals are sent out 14 days before the hosting or domains are due for renewal. These form the renewal notification; the invoices will be voided if cancellation is given as specified.
- Hosting will automatically renew, please notify us before the renewal date if it is to cancel.
- To ensure domains do not lapse, we will automatically renew them unless notified at least 5 days before the renewal date.

Copyright

- The source code of all website custom developments remains the intellectual property of Newwave and may not be copied and used by any other party without the consent of Newwave.
- All custom scripts, CSS and included files used within client websites remains the intellectual property of Newwave and may not be copied and used by any other party without the consent of Newwave.
- The stored procedures, functions and triggers programmed in to SQL Databases remain the intellectual property of Newwave and may not be copied and used by any other party without the consent of Newwave.
- All client artwork, images and written copy, belong to the client and are covered under their copyright. Newwave will not reuse client artwork, images and written copy without the express permission of the client.
- It is the client's responsibility to ensure they have the necessary usage rights to any artwork, code or images supplied to Newwave.
- Designs released for the client may be used in case studies on Newwave's website and for promotional material, unless the client has requested otherwise.

Damages

- Unless expressly agreed in writing to the contrary, Newwave are not liable for delays in completing a client's project.
- Newwave are not liable for the performance of a client's website, database or any other entity/service developed/setup for the client.

Termination

- In the event that the client does not pay the outstanding invoice within 30 days of the due date, i.e. within 44 days of the date of the invoice, then Newwave have the right to suspend all further works for that client until such time as payment is made in full.
- In the event that the client does not pay a hosting subscription invoice within 30 days of the due date, i.e. 44 days after the invoice date, then Newwave reserve the right to turn off any hosting services until such time as the invoice is paid in full.
- In the event that the client becomes insolvent or goes in to liquidation Newwave have the right to immediately terminate their contract with the client and invoice for the full value of project works carried out to that date, plus suspend any email or hosting services.
- In the event that a client “frustrates” the progress of a project with Newwave, then Newwave will be entitled to give 14 days written notice to the client of the contract being terminated. If the client does not satisfactorily remedy the cause(s) of the frustration, within the 14 day notice period, then Newwave will have the right to terminate the contract. Newwave will invoice the client for the full value of works carried out to-date.