

Service Level Agreement (SLA)

Last updated: [Date]: 27 April 2024

This Service Level Agreement ("SLA") is hereby entered into and made effective as of the date of last update by and between Jays Print & Web Design and AppCraft Digital Immersion Services (referred to collectively as "the Service Providers") and [Client Name] (referred to as "the Client") for the provision of design and digital services. This SLA sets forth the agreed-upon terms and conditions governing the delivery of services.

Introduction

1. The Service Providers shall provide the following services to the Client:

- Print design services
- Web design services
- App development services
- Immersive digital experience development
- Digital marketing services

2. Service Levels

The Service Providers shall adhere to the following service levels:

- a). Response Time: [Response time] as per the Schedule
- b). Service Availability: [Availability percentage] 100% depending on busy times with volume of clients
- c). Service Performance: In accordance with agreed-upon specifications and industry standards
- d). Service Maintenance and Updates
- e). Regular maintenance, at a reasonable fee with no setup costs, shall be conducted for website maintenance before publication and updates to ensure continued functionality and security.
- f). Scheduled maintenance shall be communicated in advance to minimize disruptions.
- g). Service Monitoring and Reporting
- h). Regular reports on service performance shall be provided to the Client upon request.
- i). Service Support
- j). Technical support shall be provided to the Client for the duration of the agreement.

3. Service Security

Appropriate security measures shall be implemented to protect client data and intellectual property, in compliance with the General Data Protection Regulation (GDPR) and other relevant data protection legislation.

4. Service Billing and Payment

Payment terms shall be outlined in a separate billing and payment agreement. Invoices shall comply with the requirements of the Value Added Tax (VAT) Act if or when applicable and other relevant tax legislation.

5. Service Termination

Either party may terminate this SLA upon [termination notice period] 14 days' written notice. Termination shall be subject to the terms outlined in the Termination Clause of this agreement and relevant consumer protection legislation.

6. Service Amendments

This SLA may be amended by mutual agreement of the parties in writing.

7. Governing Law and Jurisdiction

This SLA shall be governed by the laws of England and Wales. Any disputes arising under or in connection with this SLA shall be subject to the exclusive jurisdiction of the courts of England and Wales.

8. Service Review and Improvement: The parties agree to conduct periodic reviews of service performance and collaborate on implementing improvements as needed to enhance service delivery.

9. Confidentiality: Both parties agree to maintain the confidentiality of any proprietary or sensitive information shared during the course of service provision.

10. Indemnification: The Service Providers agree to indemnify and hold harmless the Client from any claims, damages, or liabilities arising from the Service Providers' breach of this SLA or negligence.

11. Insurance: The Service Providers shall maintain adequate insurance coverage, including professional liability insurance, to cover any potential liabilities arising from the services provided.

12. Force Majeure: Neither party shall be held liable for any delays or failures in performance caused by events beyond their reasonable control, including but not limited to acts of nature, government actions, or labor disputes.

13. Assignment: The Client may not assign or transfer this SLA or any rights or obligations under it without the prior written consent of the Service Providers.

14. Waiver: The failure of either party to enforce any provision of this SLA shall not constitute a waiver of that provision or any other provision herein.

15. Severability: If any provision of this SLA is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

16. Survival: Any provisions of this SLA that, by their nature, should survive termination or expiration, including but not limited to indemnification and confidentiality provisions, shall survive such termination or expiration.

17. Notice: Any notices required or permitted under this SLA shall be in writing and delivered to the respective parties' designated representatives via email or certified mail.

18. Entire Agreement

This SLA constitutes the entire agreement between the parties.

19. Signatures

This SLA is hereby executed by the undersigned representatives of the parties on the date first above written:

[Signature of Jays Print & Web Design representative] [Signature of AppCraft Digital Immersion Services representative] [Signature of Client representative] including any other services opted for when appropriate:

For Jays Print & Web Design Service: [delete as appropriate]

The Service your Business requires?

Print Graphics Design Web Design

Signature: J Tonge

Print Name: Jason Tonge LL.B., PGCE

Date: _____

For AppCraft Digital Immersion Services Email Marketing [delete as appropriate]:

AppCraf Digital Immersion Email Marketing

Signature: J Tonge

Print Name: Jason Tonge LL.B., PGCE

Date: _____

For the Client:

Signature: _____

Print Name: _____

Legal Entity: _____

Legal Address: _____

Legal Email Address and Phone no: _____

Date: _____

Please fill in the appropriate details or delete sections as needed. Once signed by all parties, the SLA becomes legally binding.

Jays Print & Web Design
Po Box 201
Skegness
PE25 9FD