



Service Level Agreement (SLA) between  
Neston Town Council and Belowzer0 Multimedia Ltd  
Effective from 1 April 2024

For consideration by Finance & Administration Committee 20.02.24

<b>Document Owner:</b>	Neston Town Council
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## 1. Agreement Overview

- 1.1 The Agreement represents a Service Level Agreement ("SLA" or "Agreement") between Neston Town Council and Belowzer0 Multimedia Ltd for:
  - 1.1.1 The provision of Website management and hosting services required to support and sustain the websites of Neston Town Council.
  - 1.1.2 The provision of IT support to Neston Town Council relating to the operation of all Council IT equipment, hosted email addresses and the internal network including management of the Town Council Dell Server.
- 1.2 The Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

- 1.3 The Agreement outlines the parameters of all web services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

## **2. Goals & Objectives**

- 2.1 The goal of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent website hosting/development and IT support service delivery to the Customer by the Service Provider.
- 2.2 The objectives of this Agreement are to:
  - 2.2.1 Provide clear reference to ownership, accountability, roles and/or responsibilities.
  - 2.2.2 Present a clear, concise and measurable description of service provision to the Customer by the Service Provider.
  - 2.2.3 Match perceptions of expected service provision with actual achievable service support and delivery.

## **3. Stakeholders**

- 3.1 Belowzer0 Multimedia Ltd (Service Provider) and Neston Town Council (Customer) represent the primary stakeholders associated with this SLA.

## **4. Periodic Review**

- 4.1 This Agreement is valid from the date at which it is signed by both parties. This Agreement should be reviewed and approved on an annual basis; however, in lieu of a review during any period specified, the current Agreement will remain in effect on a rolling basis.
- 4.2 Neston Town Council ("Document Owner") is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements/approvals as required.

## **5. Service Agreement**

- 5.1 The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.
  - 5.1.1 Hosting of all Town Council websites on the Belowzer0 hosting server.
  - 5.1.2 Addition of "plug-in" scripts to the WordPress template(s) to allow additional functionality to the websites or to replace non-functioning code and to maintain scripts/code which are currently installed.
  - 5.1.3 Support provision to Town Council volunteers (on an ad hoc basis which shall always be agreed via Neston Town Council Officers in advance) relating to "community" pages of the Town Council's website.
  - 5.1.4 Uploading, updating and editing of information on the Town Council websites as required to assist staff.

- 5.1.5 Other improvements and redevelopments to the website(s) as may from time to time be requested by the Customer.
- 5.1.6 To apply such maintenance, updates and refurbishing as required in order to keep the Customer's computers, network and associated IT hardware running smoothly and in good working order.
- 5.1.7 Maintaining and managing the Customer's Dell Server including the offsite and secure backup of all Customer data.
- 5.1.8 Maintaining and managing the Customer's wireless broadband systems for both secure staff access and restricted public access throughout all offices and where possible public areas of the Town Hall.

## **6. Customer Responsibilities in Support of this Agreement**

- 6.1 Reasonable availability of Customer representative(s) when resolving a service-related incident or request which requires an onsite visit by the Service Provider.
- 6.2 Provision of access keys to Service Provider to enable access to the Town Hall for onsite visits to undertake work under this agreement both during and outside of Customer Business Hours.
- 6.3 Responsibility lies with the Customer for all content and information (including images, videos, audio files and documents) published onto the Neston Town Council and community websites by the Customer's staff and volunteers. This includes all legal responsibility for complying with the UK (and relevant international) laws in respect of slander, libel and copyright.

## **7. Service Provider Responsibilities in Support of this Agreement**

- 7.1 The Service Provider will meet response times (as detailed in section 11) for service-related incidents for both the Customer's IT equipment and websites.
- 7.2 The Service Provider will give advance notification to the Customer for all scheduled maintenance to either websites or IT equipment if such activity is planned during business hours and will impact on the ability of the Customer's staff to perform their roles. Ideally such maintenance shall occur outside of business hours.

## **8. Service Assumptions**

- 8.1 Any required changes to the Customer's services or IT hardware during the duration of this agreement and outside of its scope shall be negotiated, communicated and documented to all stakeholders at the point of the change being required.

## **9. Service Management**

- 9.1 Effective management of in-scope service provision is a result of maintaining consistent service levels. The following sections provide relevant details on the expected service availability and monitoring of in-scope services and related components.

## **10. Support Availability**

10.1 Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- 10.1.1 Telephone support: 9:00 A.M. to 5:00 P.M. Monday – Friday.
- 10.1.2 Calls received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer/action the call. There will be an answerphone service on this number for messages.
- 10.1.3 Email support: Monitored 9:00 A.M. to 5:00 P.M. Monday – Friday.
- 10.1.4 Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day.
- 10.1.5 Where on-site assistance is required, this is guaranteed within 72 hours during the business week, excluding public holidays.

## **11. Service Requests**

11.1 In support of services outlined in this Agreement, the Service Provider will respond to service-related incidents and/or requests submitted by the Customer within the following time frames according to priority of request:

- 11.1.1 0-8 hours (during business hours) for issues classified as **High** priority.
- 11.1.2 Within 48 hours for issues classified as **Medium** priority.
- 11.1.3 Within 5 working days for issues classified as **Low** priority.
- 11.1.4 Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request where appropriate.

## **12. Management of Risk**

12.1 This Agreement includes the following requirements in pursuit of risk control.

12.2 Ownership Control:

- 12.2.1 The Service Provider agrees that all domain names and website content will remain the property of the Customer.
- 12.2.2 The Service Provider agrees to transfer any and all domains and/or website content, not already under the direct control of the Customer, to the Customer on dissolution of the Agreement and following the full payment of any outstanding invoices by the Customer.

12.3 Placing of Information:

- 12.3.1 The Customer will be responsible for the content and associated media (images, video files, audio files) placed upon the website by the Customer's staff and volunteers.
- 12.3.2 The Service Provider will act to remove any content considered libellous, slanderous or otherwise in breach of the terms of use of the Service Provider's web hosting provision and alert all stakeholders should this event arise.

- 12.3.3 The Service Provider will limit access to the Customer's website to only Customer-approved members of staff and/or volunteers. In addition, the Service Provider will also restrict/deny any public or third party access to the web hosting service/management control panels of the Customer's website(s).

### **13. Links to External Websites**

- 13.1 The Service Provider will provide basic guidance on the risks associated with publishing links to third party external websites. The Service Provider will monitor the addition of these links by the Customer's staff and volunteers and moderate these links should the Service Provider consider it appropriate, with immediate notification of such changes being made to the Chief Officer.

### **14. Freedom of Information**

- 14.1 The Service Provider will prioritise any request by the Customer for content required under the Freedom of Information Act to be displayed on the Customer's website.

### **15. Software Licenses**

- 15.1 The Service Provider will ensure that only properly licensed software is used both in terms of the IT infrastructure of the Customer and in the provision of web hosting services and shall maintain records of all software used to build and manage the websites.

### **16. Technical Support**

- 16.1 The Service Provider shall provide ad hoc technical support as requested by the Customer's employees and shall undertake to employ only suitably skilled persons to deliver such support. This shall also apply to the design, development or maintenance of the Customer's website(s).

### **17. Regular Review of IT Hardware, Software and Updates to Website(s)**

- 17.1 The Service provider will, when requested, carry out reviews of the website(s) and initiate agreed changes/improvements where necessary.
- 17.2 The Service Provider will make security and/or software updates to the Customer's website(s) and IT infrastructure to maintain both hardware and software in good working order.
- 17.3 The Service Provider will obtain the Customer's consent for any associated costs prior to any upgrade being undertaken.
- 17.4 In the event that IT hardware is found to require medium/long term replacement or upgrade, all stakeholders shall be made aware of this to enable budgetary planning for this eventuality.

### **18. Conformance with the Data Protection Act**

- 18.1 The Service Provider will ensure that, when adding content to the Customer's website or when storing personal information provided by the Customer, all necessary permissions are in place and that the eight principles of the data protection Act have been followed.

## **19. Backup**

- 19.1 All customer data to be securely stored on the on-site Dell Server.
- 19.2 Service Provider to ensure that an encrypted hourly backup of the on-site Dell Server is made to locally connected NAS drive and in addition encrypted backups of the Customer data are made to a minimum of one off-site location for disaster mitigation.
- 19.3 Rolling, seven-day, off-site backup of the Customer's website(s) to be made daily by the Service Provider's webhosting data centre.

## **20. Financial considerations**

- 20.1 To carry out work provided for in this Agreement, the Customer will pay the Service Provider from 1 April 2023:
  - 20.1.1 An annual fee of £200 for website and email hosting.
  - 20.1.2 £48 per hour pro rata for all work undertaken by the Service Provider.
- 20.2 Payments will be made by the Customer within 14 days upon receipt of invoice and timesheet from the Service Provider.
- 20.3 Financial considerations will be reviewed as part of the periodic review detailed in section 4.

## **21. Dispute Resolution**

- 21.1 Should either party be dissatisfied with the performance of the other party or a breach has occurred under the terms of the Agreement, the officers or managers immediately dealing with the relevant issue should resolve the matter by mutual discussion. If the matter is not resolved the following sequence of action will be pursued:
  - 21.1.1 Either party may request a special meeting between the parties to review the working of the Agreement upon 10 working days written notice requesting a meeting or such shorter notice as the parties shall agree. The written notice must specify the alleged breach.
  - 21.1.2 If the issue remains unresolved a meeting between the parties will be undertaken to resolve the matter upon the service of 10 days written notice (or such shorter notice as the parties may agree) by the party requiring such a meeting.
  - 21.1.3 If the issue remains unresolved then the parties will refer the matter to a mutually agreed External Expert. In the event of disagreement over the appointment of an Expert, the President of the Institute of Arbitrators shall be asked to appoint an arbitrator. The person appointed is to act as expert and not arbitrator and the decision is binding on all parties.
- 21.2 Both parties shall be obliged to comply and co-operate with this procedure at each stage and to share equally the costs of appointment of the relevant expert as referred to above. Costs thereafter shall be borne, as the expert shall determine.

## 22. Termination of Agreement

22.1 This Agreement may be terminated as follows:

22.1.1 By either party forthwith by written notice if the other should be formally dissolved or cease operation.

22.1.2 By either party giving three months' written notice.

22.1.3 If after the procedure in section 21 has been fully followed the parties are still in dispute, by the service of four weeks' written notice on the other.

22.1.4 In the event of a proven gross or fundamental breach of this Agreement, by the service of one week's written notice by one party on the defaulting party.

22.2 Upon termination there shall be a full accounting between the parties hereto and apportioned payments or repayments shall be made of all money paid in advance and not used, or any money remaining (underspent) pursuant of this Service Level Agreement.

### Contact Details of Agreeing Parties

SERVICE PROVIDER	CUSTOMER
Belowzer0 Multimedia Ltd The Hollies Fir Tree Lane Littleton Chester CH3 7DN 01244 470 888 info@bzmultimedia.co.uk	Neston Town Council Neston Town Hall High Street Neston Cheshire CH64 9TR 0151 353 1407 council@nestontowncouncil.org.uk

### APPROVAL

***(By signing below, all Approvers agree to all terms and conditions outlined in this Service Level Agreement.)***

#### ***For Neston Town Council***

Approvers	Role	Signed	Approval Date
Zoë Dean	Locum Chief Officer		

#### **For Belowzer0 Multimedia Ltd**

Approvers	Role	Signed	Approval Date
George Eaton	Managing Director		