



Service Level Agreement

Clients



October, 2020

We are delighted you've chosen Ion Communications to support you and we promise you service of the highest standard for as long as you need it. This is an outline of our service standards, as well as our policies and working practices. It sets out clearly what you have a right to expect from Ion Communications, as your communication agency, and 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. Clarifying entitlements and responsibilities up front also helps in streamlining projects, ensuring their timely delivery.

Please don't hesitate to contact us if you have any questions.



Service Level Agreement

1. Definitions

- “Contract” refers to this Service Level Agreement between Ion Communications, The Agency, and you, the Client, which will be based on the terms and conditions contained within
- “Commissioned Material” means all artwork, copy, models, designs, photographs, software, films, sound recordings and all other material commissioned by the Agency from third parties for use in the Final Product
- “Final Product” means the final approved advertising, media or creative product produced by the Agency for the Client under this Agreement
- “Confidential Information” includes, but is not limited to, any and all written, oral and other tangible or intangible forms of information relating to the Parties or their subsidiaries, owners, suppliers, customers or clients; marketing and sales information and statistics. It also refers to any commercial, financial information or technical information, whether or not labeled as “Confidential”

- “Territory” refers to the channels and geographic locations agreed on by the Client and the Agency at the start of the project

2. Contract

- The terms and conditions contained in this SLA apply to Ion Communications’ clients unless agreed in writing to the contrary. No other contract terms and conditions shall apply unless specifically agreed in writing between Ion Communications and the client

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3. Client Services

- Client contact reports will be issued within 2 working days of all meetings
- Calls and emails will be returned within 1 working day
- We will advise you about any changes that may affect a current project, and provide alternative solutions for any issues that may arise
- We will pre-inform you of any team absences that may directly affect the flow or delivery of your project/s
- We will proceed with requested projects following a written approval of estimate
- If a project's timeline is paused for more than two weeks due to issues on the client's side, we reserve the right to provide written notice of contract termination. If there remains no resolution within the 14-day notice period, we reserve the right to terminate the contract and bill for the work done up to that point (See section 7)

4. Creative Concepts

- Where possible, 2 creative options will be supplied for selection
- We will adhere to client brand guidelines, where available
- Members of our creative team will attend all productions where possible

5. Project Management: Planning & Scheduling

- We'll be able to confirm timelines within 1 working day of approval of estimate
- We'll adhere to project and production timing plans and, in the event of milestones being missed, a revised timing plan will be provided. Any changes to ultimate delivery will be discussed and agreed on beforehand, with the client
- We will always aim to meet the original deadline. Where this is not possible, we'll discuss potential alternative solutions with you beforehand

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6. Rush Charge

- A 20% rush charge may be applied to a project if the timeline requested requires us to work outside of our normal working hours of 9am-5pm, Monday-Friday OR if the job is required in less than 24 hours. This will be reflected on the estimate

7. Scope Creep

- Scope Creep is any deviation from the original Scope of Work agreed on. Any changes in scope mid-project will be treated as variations in accordance with section 9

8. Production: Estimates

- Whenever possible, we will provide you with an estimate with detailed specifications, within 1-2 business days
- Estimates requiring third-party costs will be obtained from a minimum of 2 suppliers. Our estimate will then be created based on the most appropriate supplier for the job

- Estimates are valid for 30 days. If the estimate expires and you still decide to proceed with the project, a new or revised estimate will be supplied
- A maximum of 3 revisions is included in all estimates. Once this is exceeded, the project will be billed and a new estimate will be generated. Clients are encouraged to compile all revisions requested for each draft for a more efficient workflow
- Ion Communications will provide estimates in writing by email to clients, which will include a link to this SLA for reference. Approval of an Ion Communications estimate, means acceptance of the terms and conditions in this SLA, unless otherwise agreed in writing between the Client and Ion Communications

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9. Variations

- Any work included in an estimate, that is not undertaken due to a subsequent agreement with the client, will be valued and deducted from the final invoice. A credit note will be generated where applicable
- Work that is in addition to an already approved estimate, will be valued and submitted for approval prior to being actioned. Once approved it will be added to the final invoice
- Where delays in reaching a deadline are caused by the client - for example in the supplying of essential content and/or necessary approvals for work to proceed - timelines will be reviewed, adjusted once agreed upon, and invoices adjusted, where applicable (see section 10)

10. Archiving

- All files related to a project will be archived 60 days after the project has been approved, and final files shared with client. Requests for archived files will attract an administrative fee

11. Invoicing & Payment

- A 50% deposit is required on all jobs over \$150,000 pre-tax
- Large projects may be split into interim invoices according to milestones/deliverables, with a final amount due upon project completion. This will be determined on a case-by-case basis
- Payments are due within 14 working days of receipt of invoice
- If any amounts remain unpaid after 30 days, and exceed \$250,000, no further credit will be extended and interest of 2% monthly will be applied on the account until it is paid. If it is less than \$250,000, a decision on the way forward will be made on a case-by-case basis
- If any amounts remain unpaid after 60 days, no new projects will be processed until all outstanding amounts are cleared
- After 90 days, the account will be turned over to collections
- A financial review via statements will be done monthly

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12. Approvals

- All concepts, scripts, layouts, storyboards, visual and audio recordings and any such material associated with the project, will be submitted for written approval

13. Copyright

- All material produced by the Agency remains the intellectual property of the Agency unless and until arrangements are made in writing to the contrary. This excludes any copyrighted creative material supplied by the client. Ion Communications will not reuse a client's content or images without the expressed permission of the client

- At the expiration or termination of the Term, all unused or unpublished Agency Material, ie all artwork, copy, models, designs, photographs, software and any other material created by the Agency for use in the Final Product whether or not it is incorporated into Final Product during the Term and whether it is the subject of copyright or not, shall remain the property of the Agency and shall not be used by the Client thereafter without the Agency's written approval
- Agency material and the final product created by us, shall not be used by the Client outside of the territory without written agreement for additional compensation to the Agency for use of the same
- The client will credit Ion Communications as the designer/creator of the final product with a credit line with any editorial usage

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14. Confidentiality

- The parties agree to treat as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any Confidential Information received during the period of this Agreement
- Each Party shall reveal the Confidential Information only to their employees or sub-contractors to whom disclosure is necessary for them to perform their duties for the purpose of this Agreement
- Each Party shall impose the above obligation of confidentiality on its employees and subcontractors



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