

Hosting Terms & Service Level Agreement

Standard hosting terms forming part of the Whitewater Training Limited service agreement.

These Hosting Terms and Service Level Agreement (the “Hosting Terms”) set out the specific terms on which Whitewater Training Limited (“Whitewater”, “The Company”) provides hosting and related services to the client identified in the applicable proposal or order (“The Client”).

These Hosting Terms are supplementary to, and incorporate, the Whitewater Training Limited Terms and Conditions available at whitewatertraining.uk/terms.html (the “General Terms”). In the event of any conflict, the General Terms shall prevail, save in respect of the specific subject matter addressed in these Hosting Terms (hosting, availability, support and backups), where these Hosting Terms shall prevail.

1. Services

During the term set out in the applicable proposal, Whitewater shall provide to The Client:

- Managed hosting of The Client’s website(s) and/or platform on the server specified at clause 2;
- Server backups, taken on the schedule and in the manner notified from time to time; and
- Uptime monitoring of the hosted services.

Standard support is provided as described in clause 3 during Normal Business Hours. Any work, services, integrations or development beyond the items listed above are out of scope and chargeable separately at Whitewater’s prevailing rates.

2. Infrastructure

The services are provided on infrastructure determined by Whitewater as appropriate to the service. The specification, including any resilience or high-availability features, is set out in the applicable proposal and may be varied by written agreement between the parties. Increases to server resources, the addition of resilience or high-availability features, or any other change of specification are available on request and are subject to separate scoping and quotation.

3. Service Levels

Measure	Target
Target availability	99.5%, measured monthly, excluding scheduled maintenance and any matter outside Whitewater’s reasonable control
Support response	Target response within 24 hours during Normal Business Hours
Support hours	Normal Business Hours: 9.00am to 5.00pm UK time on business days
Planned maintenance	Typically performed 10.00pm to 2.00am UK time; emergency maintenance carried out as required

4. Nature of the Service Levels

The availability figure and response time set out in clause 3 are targets only. They are not guarantees, warranties or contractual commitments as to performance.

- No service credits are payable in respect of any failure to meet a target, or any interruption, degradation or unavailability of the services.
- The Client shall have no right to any refund, credit, compensation, set-off or other remedy in respect of any failure, interruption, degradation or unavailability of the services, save to the extent required by law.
- The services are provided “as is” in accordance with the General Terms. Whitewater does not warrant that the services will be uninterrupted, timely, secure or error-free, and gives no warranty of fitness for any particular purpose.

5. Security

Whitewater shall use reasonable endeavours, in line with good industry practice, to maintain the security of the hosting environment and to protect against viruses and known vulnerabilities. Whitewater does not warrant, and shall not be taken to have warranted, that the environment is or will remain free from all vulnerabilities. The Client remains responsible for the security of the content, code and credentials it provides or controls.

6. Backups and Data

Backups are taken on a reasonable-endeavours basis and are intended to assist recovery; they are not a guarantee against data loss. The Client is responsible for retaining its own copies of business-critical data. Whitewater will provide reasonable assistance with restoration but does not guarantee the completeness or currency of any restored data.

7. Charges

The charges for the hosted services are as set out in the applicable proposal or order and are payable in accordance with the General Terms. Changes to specification, additional resources, resilience features, or any out-of-scope work are chargeable in addition and subject to separate quotation.

8. Term and Cancellation

The term, minimum contract length and cancellation notice for the hosted services are as set out in the applicable proposal and the General Terms. The cancellation provisions of the General Terms apply to these Hosting Terms.

9. Incorporation

These Hosting Terms, the General Terms and the applicable proposal together form the agreement between the parties for the hosted services. By accessing or using the services, or by making payment of any invoice for them, The Client agrees to be bound by these Hosting Terms.