DRAFT: Service Agreement - Website and AI Agents

Autumn Child Care and ManyHats Automations

Effective Date	2026-11-13 (the signing day)
Agreement #	ACC-2026-01
Provider	Paul Rammeloo, doing business as ManyHats Automations, 125-51075 Falls Court, Chilliwack, BC V4Z 1K7. Contact: Paul Rammeloo, paul@manyhatautomations.com
Client	AUTUMN CHILDCARE CENTRE INC. (BC1000698), operating as Autumn Child Care, Chilliwack, BC
Signing for the Client	Kamaljit Kaur Dhaliwal, Director.

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PART A: MASTER SERVICE AGREEMENT

1. Services & Relationship

This Agreement covers the setup and ongoing support of Autumn Child Care's website and AI communication systems: a website chat assistant ("Ava") and a phone assistant, with texts after calls. The specific features, deliverables and timelines are in Part B: Statement of Work. Both parties agree to work together in good faith to deploy and maintain these systems.

Paid advertising (Meta and Google) is **not** part of this Agreement. It is covered by a separate Ads Agreement.

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2. Payment Terms

Item	Terms
Setup Fee	**$3,500 one-time** (website, Ava, phone assistant, Delta agents and GoHighLevel setup). Due in full at signing. Non-refundable 24 hours after payment is received.
Monthly Ava Management	**$150 per month for months 1 to 3, then $250 per month from month 4.** Starts 2026-12-01. Due on the 1st of each month. Renews monthly unless ended with 30 days written notice. Covers both assistants, including texts after calls. Does not include ads.
API, Voice & Message Costs	You pay these directly to the providers (Anthropic, Twilio, Retell). See Part B, Section 4.
Covered by ManyHats	The Delta Agents platform and the GoHighLevel CRM, at no charge to you. Website hosting (Cloudflare) is not covered: you pay for it, billed at cost.
GST	GST is not charged.
Late Payments	Monthly service may be paused after 7 days past due.
Payment Methods	Interac e-Transfer or credit card (method confirmed at signing)
Price Adjustments	Monthly service rates may be adjusted only with 30 days written notice.

3. Client Responsibilities

You agree to:

- Keep the facts the assistants use correct (programs, hours, policies, fees policy). The assistants state only facts you approved.
- Keep the provider accounts in Part B, Section 4 active and paid, in your name. Keep a valid payment method and auto top-up (or a low-balance email) on the Anthropic account.
- Pay all third-party costs directly (AI usage, texts, voice minutes, email providers).

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- Give access to accounts and calendars within 24 hours of request. Passwords and keys are shared securely and entered straight into each platform. They are never put in this document or in an email.
- Review and approve conversation flows and changes within 2 business days of delivery.
- Name who receives hand-offs and urgent alerts, and keep that list current.
- Reply to parents passed to you within the times you set.
- Mark each tour “Showed” or “No show” in the CRM.
- Respond to our requests within 1 business day during setup.
- Keep the licences your childcare business needs.

Timeline clause: The project timeline starts when the required access and approvals are provided. Delays caused by the Client in providing required materials or approvals extend the delivery date.

4. Third-Party Services

You acknowledge:

- Ava’s replies need an active Anthropic (Claude) account in your name.
- Texts need a Twilio account. Phone calls need a Retell account. Facebook and Instagram replies need your Meta accounts. Email sending uses the domain mail.autumnchildcare.ca.
- ManyHats is not responsible for third-party outages, changes to their tools or prices, or an account that runs out of credit.
- You keep the direct billing relationship with the providers. ManyHats does not resell or mark up AI, voice or text usage.
- Usage costs change with the number of chats, calls and texts, and the length of each call.
- Some providers store data outside Canada (see Section 6).

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5. Confidentiality

Both parties agree to keep confidential: business processes and workflows, parent and child information and conversations, passwords, keys and credentials, pricing and proprietary methods, and conversation scripts and prompts. This obligation continues after this Agreement ends.

6. Data Protection & Privacy

- **Client Data:** You own all parent and contact data, conversations and call recordings. We use them only to run these services.
- **Compliance:** British Columbia's *Personal Information Protection Act* (PIPA) applies. Marketing email and texts follow Canada's Anti-Spam Legislation (CASL): consent, sender named, working unsubscribe or "Reply STOP". Tell us if other rules apply to you.
- **Storage:** Enquiries and chats of families who do not enrol are kept 6 months after last contact, then deleted, unless you tell us otherwise in writing. Call recordings are kept as set in Part B, Section 8.
- **Data outside Canada:** Some providers store data outside Canada: Anthropic, OpenAI (voice model), Retell, Twilio, GoHighLevel and Delta Agents (Operator Base) in the United States, and Cloudflare on a global network. This is disclosed in the website privacy notice.
- **Security:** Industry-standard encryption for data in transit.
- **Breaches:** We tell you without undue delay if a breach affects your data.
- **Children:** The assistants never ask for a child's name, birth date or health details.

7. Liability & Indemnification

- **Limitation of Liability:** ManyHats' total liability is limited to the Setup Fee actually paid by you under this Agreement.
- **No Guarantee:** Specific response rates, enquiries, tours, enrolments and other business results are not guaranteed.
- **AI Limitations:** You acknowledge AI may occasionally give an imperfect answer. The assistants are set up to hand off to a person when unsure. Urgent matters go to a person.

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- **Indemnification:** You indemnify ManyHats against claims arising from your childcare services and business practices, your failure to follow the rules that apply to you, use of the AI systems outside this Agreement, third-party service violations by you, and disputes with your customers.

8. Intellectual Property

Client Owns	ManyHats Retains
Your website content, photos and videos	Base AI framework and architecture
Custom conversation flows created for you	Optimization methods
Autumn-specific facts and knowledge base	Standard templates and flows
Custom prompts specific to your business	Performance analytics systems
Your business data and parent information	Right to use anonymized data (no names, no contact details, no child information) for improvement
Recorded conversations, transcripts and call recordings	

9. Service Level Agreement

Targets	99.5% platform uptime, text replies under 2 seconds, and voice replies under 500 ms
Support Hours	Monday to Friday, 9 AM to 5 PM Pacific
Issue Resolution	Critical (website or chat down, wrong safety information): answer within 4 business hours. Other issues: within 1 business day.
Maintenance	Scheduled with 48 hours advance notice

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10. Changes to Scope

Any change to the scope needs written agreement and may affect price and timeline. This includes new channels, a third centre, new integrations, expanded conversation flows, or new voice capabilities. We send a quote within 2 business days.

11. Termination

Standard Termination:

- By Client: 30 days written notice after the initial term. Initial term: 3 months, then month to month.
- By ManyHats: 30 days written notice.

Immediate Termination (for cause):

- Non-payment more than 14 days past due.
- Material breach of this Agreement not fixed within 7 days of written notice.
- Illegal use of the AI systems.
- Violation of a third-party provider’s terms of service.

Upon Termination:

- You receive an export of your facts, prompts and conversation flows.
- The Ava management service ends at the end of the paid period.
- Your data is returned or deleted within 14 days of your request.
- Website files and domain control are handed over within 14 days of a written request, at no charge.
- No refund of the Setup Fee.

12. Legal Provisions

- **Governing Law:** The laws of British Columbia and the federal laws of Canada that apply there govern this Agreement.
- **Dispute Resolution:** Good-faith negotiation is required before legal action.

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- **Entire Agreement:** This document replaces all earlier agreements and proposals about these services.
- **Amendments:** Must be in writing and acknowledged by both parties.
- **Severability:** An invalid provision does not affect the rest.
- **Force Majeure:** Neither party is liable for events beyond its reasonable control.

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PART B: STATEMENT OF WORK

1. Service Selection

Selected package: Website + AI Agents. ☑

Item	Amount (CAD)
Setup: website, Ava, phone assistant, Delta agents and GoHighLevel setup	**$3,500 one-time**
Ava management, months 1 to 3	**$150 per month**
Ava management, from month 4	**$250 per month**
GST	GST is not charged.

What the fees buy: The setup fee builds the website and both assistants. The monthly fee keeps them working and improving: watching both assistants, updating facts and the knowledge base, adjusting the assistants' instructions, reviewing hand-offs, keeping the tour calendars and CRM working, and a short monthly report (conversations, enquiries, tours). It covers Ava and the phone assistant, including texts after a call. It does not include ads.

Payment structure: Setup fee due in full at signing. Monthly fee as set in Part A, Section 2.

WHAT HAS BEEN BUILT FOR YOU

Everything below exists today. "Live" means parents can use it now.

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#	What	What it does, in plain words	State on 2026-11-12
1	Website **autumnchildcare.ca**	Pages for both centres (Hocking Avenue and Olds Drive), programs, fees and subsidies, a filmed walk-through of each centre, tour booking, enquiry and question forms. Forms go straight into your CRM.	Live
2	**Ava**, the website chat assistant	Answers parents' questions any time of day, using only facts you approved. Describes both centres and never picks one for the parent. Offers and books a tour. Emails details on request. Passes urgent matters, complaints and current-family questions to a person. Never asks for a child's name, birthday or health details.	Live on the website, and on Facebook, Instagram and email replies
3	**Phone assistant** on **778-924-0123**	Answers calls with the same facts as Ava. Books tours on your tour calendars. Transfers urgent calls. Takes after-hours callback requests. Tells callers it is an automated assistant and that the call may be recorded. Never takes an email address on a call.	Built and tested. The final live test call is scheduled with Paul before it is switched on for the public
4	**Texts after a call** from Autumn's texting number **778-769-4844**	After a call, sends the caller one tour confirmation and, if asked, the links for both centres. Every text says it is from Autumn Child Care and ends with "Reply STOP to opt out." Skips anyone who asked not to be contacted.	Built, switched off. Goes on after the live test call

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#	What	What it does, in plain words	State on 2026-11-12
5	**Knowledge base**	The approved facts both assistants use (programs, hours, centres, subsidies, policies).	Live (78 active entries)
6	**CRM** (GoHighLevel)	Every enquiry in one list, an enquiry pipeline, two tour calendars (one per centre, Vancouver time), tags, follow-up emails, tour confirmations and reminders, cancellation and no-show emails, alerts to you for new bookings and safety matters.	Live
7	**Alerts to you**	Urgent safety matters and hand-offs reach you by email and, for the phone assistant, by transfer to your line.	Live
8	**Email sending** from mail.autumnchildcare.ca	Information emails parents ask for, with a working unsubscribe link.	Live (unsubscribe tested 2026-11-10)
9	**Handover**	A plain-language guide for you, an answers page for open questions, a switch-off sheet, and a monitoring and rollback plan.	Delivered as drafts; finalised with you

WHAT IS NOT INCLUDED

- Taking payments from parents; Brightwheel (the centre runs it).
- Medical, legal, custody, subsidy-eligibility or emergency advice by the AI. It gives the emergency line and hands off.
- Quoting fees or promising spaces beyond what you approved.
- Collecting a child’s name, birth date or health details.
- Marketing texts. Texts go only to callers, about their own call.

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- Paid advertising. Setting up and running the Meta and Google ads is a separate Ads Agreement ($900 per month, ad spend extra). The monthly management above does not include ads.
- Instagram content or management: quoted separately if wanted.
- Check-in messages from Ava (“I’ll check back in two weeks”). Switched off until you approve them.
- A third centre, new channels or new integrations (quoted separately, Part A, Section 10).

2. Implementation Timeline

The systems were built before signing. This is where each one stands on 2026-11-12.

Milestone	Deliverable	State
Setup	Provider accounts, CRM, Delta workspace, email domain	Done
Flow development	Ava’s and the phone assistant’s conversation flows and knowledge base	Done
Integration	Tour calendars, forms, channels (website, Facebook, Instagram, email, phone)	Done
Testing	Parent test set run on both assistants (results in Section 6)	Done 2026-11-12
Live test call	One live call with Paul, then the phone assistant goes public	2026-11-13, passes all 5 checks before the phone assistant goes public
Texts after calls	Switched on after the live test call	Pending
Handover	Guide, answers page, switch-off sheet, monitoring and rollback plan	Drafts delivered; finalised with you

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3. Client Requirements

Deadline	Required items
Within 24 hours of request	Calendar and channel access; answers to open questions on the answers page. For voice: confirmation of the phone number and where urgent calls transfer.
Within 48 hours of request	Provider accounts active with a payment method (Anthropic with auto top-up, Retell, Twilio); approval of any new conversation flow or change.
Before the phone assistant goes public	Live test call done; hand-off and alert recipients confirmed; business hours confirmed (Section 8).

4. Estimated Third-Party Costs

Disclaimer: These estimates are illustrative only. Actual costs depend on the number of chats, calls and texts and the length of each call. You pay these costs directly to the providers. ManyHats does not resell or mark up AI, voice or text usage. The accounts are in your name and bill you directly, not ManyHats. The estimates are monthly, in Canadian dollars, before tax.

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Service	What it is for	Low	Expected	High	How it was worked out
Twilio	The texting number 778-769-4844 and texts after calls	$1.92	$3.23	$4.84	Number US$1.15/month + Canadian text rates; 80 texts/month expected
Retell AI	The phone assistant's voice and call handling	$15.52	$72.95	$143.06	Actual billed rate on Autumn's test calls, about US$0.41 per minute; 40 calls of 3 minutes/month expected
Anthropic (Claude)	The AI that writes Ava's replies	$0.30	$3.85	$7.69	Claude Sonnet price per token; about 60 chats/month expected
Total		**$17.74**	**$80.04**	**$155.60**	

- Low = today's test-level traffic. Expected = 60 chats, 40 calls, 80 texts a month. High = double that.
- Prices read 2026-11-12. US dollars converted at 1.4249. Providers can change their prices.
- Retell is the largest and least certain line. If the phone assistant moves to Retell's own voices and model, the estimate falls to about $8 / $28 / $54 (CAD).
- **Covered by ManyHats, no charge to you:** the Delta Agents platform (both assistants, knowledge base, workflows) and the GoHighLevel CRM. Website hosting (Cloudflare) is not covered: you pay for it, billed at cost.
- Optional start-up costs, paid by you to the providers: about $10 for the domain and a $20 starting balance on Twilio.

TOTAL COST

Using the **expected** provider estimate above. GST is not charged.

Period	To ManyHats	To providers (estimate)	Total
Setup (once)	$3,500	$0	**$3,500**
First 3 months	$450 (3 × $150)	$240 (3 × $80)	**$690**
Each month after month 3	$250	$80	**$330 per month**
Year 1 total	**$6,200** ($3,500 + $450 + 9 × $250)	**$960** (12 × $80)	**$7,160**

With low traffic, year 1 provider costs are about $213; with high traffic, about $1,867. Delta Agents and GoHighLevel cost you nothing (covered by ManyHats). Ads are not in this table: the separate Ads Agreement is $900 per month plus the ad spend you choose.

5. Ongoing Support

Included in your monthly Ava management ($150, then $250):

- System monitoring and uptime checks on both assistants
- Updates to facts and the knowledge base; adjustments to the assistants' instructions
- Review of hand-offs and phone call summaries
- Keeping the tour calendars, CRM and email sending working
- Email support during business hours (Part A, Section 9)
- A short monthly report: conversations, enquiries, tours, calls
- Changes included per month: reasonable small changes each month

Additional services (as needed): Major conversation or call flow changes, new integrations, extra training sessions and custom reports are quoted before work starts. Extra work is quoted per job, in writing, before work starts.

6. Success Criteria

The systems are considered successfully deployed when:

- Both assistants answer correctly on the test scenarios. On 2026-11-13 the versions now live both passed a parent test set of 15 or more questions with no serious failures: Ava 25 of 25, phone assistant 22 of 22 (test records kept by ManyHats). Result of the live test call on 2026-11-13: the call and the tour booking passed; the text after the call did not send, so texts after calls stay off until that is fixed (see “Texts after calls” in Section 2).
- Tours book into the right centre’s calendar.
- Follow-up emails and tour reminders trigger properly.
- All selected channels work: website chat, Facebook, Instagram, email, phone.
- Calls transfer to the right destination, and call summaries arrive.
- Your team can see enquiries, tours and alerts in the CRM and knows how to switch the assistants off (switch-off sheet).

7. Restrictions & Limitations

The AI systems will NOT:

- Give medical, legal, custody, subsidy-eligibility, financial or emergency advice
- Make promises beyond what you authorized (fees, spaces, funding, care arrangements)
- Take payments or store credit card information
- Operate outside their approved conversation flows and knowledge base
- Handle emergency services (they give the emergency number and alert your team)
- Ask for a child’s name, birth date or health details

Usage must comply with:

- All applicable federal, provincial and local laws
- British Columbia’s Personal Information Protection Act (PIPA)
- Canada’s Anti-Spam Legislation (CASL) for email and texts
- The terms of the platforms used (Meta, Twilio, Retell and others)
- Required opt-out methods must be kept working

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8. Phone Assistant and Texts (Voice AI terms)

1. **AI disclosure.** Every call starts by saying it is Autumn Child Care's automated assistant. The assistant never denies being automated when sincerely asked. If a caller asks for a person, it offers a transfer or a callback.
2. **Recording.** Calls may be recorded and transcribed after that notice. Kept 6 months, then deleted. Callers can ask to access or delete their recording. A caller who does not want to be recorded is offered a callback from staff.
3. **Hours.** The assistant answers 24/7. Transfers and callbacks follow your hours, 7:00am to 5:30pm Pacific, Monday to Friday.
4. **Texts.** Only to the caller's own number, only about their call, at most 2 per call, always with "Reply STOP to opt out." A caller who says stop gets no more texts.
5. **Your number.** Your personal mobile is never published or given to callers.
6. **Emergencies.** The assistant tells the caller to call 911 and alerts your team. It never handles an emergency itself.
7. **Phone number.** The number 778-924-0123 sits in your Retell account. On termination we help port or release it as you direct.
8. **Voice costs.** Voice minutes, the phone number and texts are billed by the providers to you at cost, with no markup (Section 4).
9. **Model.** The phone assistant runs on GPT 5.2 inside Retell.

Acceptance & Signatures

By signing below, both parties confirm they have read, understood and agree to all terms in this Master Service Agreement and Statement of Work.

Service selected: ☑ Website + AI Agents: $3,500 setup + $150/month (months 1 to 3), then $250/month

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	Provider: ManyHats Automations	**Client: AUTUMN CHILDCARE CENTRE INC.**
Signature		
Name	Paul Rammeloo	Kamaljit Kaur Dhaliwal
Title	Owner	Director
Company	ManyHats Automations	AUTUMN CHILDCARE CENTRE INC.
Date		

No passwords, keys or tokens are in this document. They are shared securely and entered straight into each platform.

This Agreement takes effect when both parties sign. It replaces all earlier agreements and proposals about these services.

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