



# Service Level Agreement

Client :

Project:

## DOCUMENT APPROVAL

The following table identifies all management authorities that have successively approved the present issue of this document.

Company	Date	Signed	Name
Green Kiwi			Matt Galley

## General

Green Kiwi refers to GK Consulting and Analysis LTD. A private company registered in England and Wales, registration number : 07323274

Green Kiwi is a trading name of GK Consulting and Analysis LTD and our registered office is

Client refers to the company or individual to which Green Kiwi are contracted for the purposes of this Service Level Agreement

Lead Consultant, refers to the consultant who has been appointed as your project manager for the project and is named to you before presenting any documents for signing

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## 1.0 Scope of work provided by Green Kiwi to Clients

### 1.1.

Green Kiwi agree to carry out all work as detailed in the Project Specification which has been signed and agreed by both parties

### 1.2

No work in addition to what is detailed in the Project Specification will be carried out without completion of work outstanding in the current Project Specification and full payment made, unless current specification is amended through a change request.

### 1.3

Additional work requested will constitute a change request and must be made in writing to the lead consultant appointed to your project.

### 1.4

Change requests may incur additional costs if the work is not a like-for-like change.

### 1.5

Change Requests that do incur a charge will be charged at our standard consulting rate of £65 per hour unless otherwise stated by the lead consultant on your project

## 2.0 Performance, Tracking and Reporting

### 2.1 Performance

2.1.1 Green Kiwi's staff will work to the best of their ability to deliver the project on time and within budget

#### 2.1.2

Performance is closely monitored by the Lead Consultants to ensure project is delivered on time

#### 2.1.2

If the project is likely to over run, Green Kiwi will notify client at least 72 hours before the projects deadline and give an accurate deadline. (clients should note, Green Kiwi has never over run on a project to date)

### 2.2 Tracking

#### 2.2.1.

All consultant time is tracked and reported to clients when we are billing by the hour.

#### 2.2.2

On Fixed fee projects, time is tracked internally and clients can request records of the time spent on a project giving 48 hours notice

### 2.3 Reporting

#### 2.3.1

All time is tracked internally and reported as per section 2.2

## 3.0 Problem Management

### 3.1

All problems are to be directed to the appointed lead consultant on your project.

### 3.2

Problems can be directed verbally, but a written confirmation should also be made for the record

### 3.3

Your lead consultant will respond to your problem promptly and discuss it with you in depth to effect the best solution

## 4.0 Compensation

### 4.0

Green Kiwi request payment in the following format for fixed price projects

30% up front on signing of Project Specification and acceptance or Service Level Agreement

20% upon reaching milestone 1 which shall be detailed in the Project Specification. Payment to be via return.

20% upon reaching milestone 2 which shall be detailed in the Project Specification. Payment to be made via return.

20% upon reaching milestone 3 which shall be detailed in the Project Specification. Payment to be via return.

10% upon final delivery. Once payment is made, we will release the system to your control

### 4.1

Green Kiwi occasionally work by the hour and in doing so, submit recorded timesheets each Friday in PDF format. (alternative formats available on request)  
V Payment to be via return.

### 4.2

Payment is to made by BACS or CHAPS for UK clients and WIRE for USA clients. Our account details are available from your Lead Consultant. We no longer accept cheques due to the high processing fees imposed by our bank.

### 4.3

Green Kiwi reserve the right to charge 1% interest per week payment is not made. Interest is credited the day following the due date. And then credited every seven days to the balance. Interest is **NOT** compounded

### 4.4

If payment is more than fifteen days late, Green Kiwi reserve the right to instruct their appointed lawyers, Pannone LLP, to initiate non payment procedures.

### 4.5

If payment is more than 30 days days late, Green Kiwi reserve the right to file a wind up petition

### 4.6

Directors are hereby made liable for all debts incurred to Green Kiwi should the company in which we were originally contracted to goes bankrupt with outstanding debts.

## 5.0 Customer Duties and Responsibilities

### 5.1.

Green Kiwi request that clients participate in all aspects of the work and respond promptly to all requests for additional information

### 5.2

Green Kiwi request that clients engage in at least one progress report phone call per week to ensure you are satisfied with the work completed so far

### 5.3

Green Kiwi request that clients are prompt to sign off projects and milestones. We are open to working through issues which may arise, but taking an unreasonable amount of time to sign off projects is detrimental to both the project and our respective businesses.

### 5.4

Green Kiwi reserve the right to assign the consultants on your project to another project should you take an unreasonable amount of time to sign off a project.

### 5,5

An unreasonable amount of time is defined by the project scope. For example, taking 1 month to sign off a single function of a website without good causes is unreasonable.



## 6.0 Warranties and Remedies

### 6.1.

All work carried out by Green Kiwi is subject to an automatic 1 month guarantee. We will resolve any issue arising from bugs inherent to our work free of charge

### 6.2

Additional guarantees can be included at extra cost. Please enquire to your Lead Consultant

### 6.3

Green Kiwi offer maintenance contracts on retainer. Please enquire to your Lead Consultant

## **7.0 Intellectual Property Rights and Confidential Information**

### **7.1 Intellectual Property Rights**

#### **7.1.2**

All code and design remains the property of Green Kiwi until the final sign off fee is received and transfer of Intellectual Property is signed.

### **7.2 Confidential Information**

#### **7.2.1**

Green Kiwi abide by the UK Data Protection 1998. Whilst this does not apply to the USA, it is a measure which involves the secure storage and use of data. We take all reasonable measure to ensure the security of all client data in our possession.

## **8.0 Legal Compliance and Dispute Resolution.**

### **8.1 Legal Compliance**

#### **8.1.1**

By signing this agreement you agree to be bound by all aspects of it's nature.

#### **8.1.2**

You agree to be bound under UK law and prosecuted under it for none payment

### **8.2 Dispute Resolution**

#### **8.2.1**

Green Kiwi request that all problems are resolved within the first instance and you should address all problems to your Lead Consultant

#### **8.2.2**

If resolution to dispute cannot be reached, all correspondence shall be handled through our legal advisors, Pannone LLP, who have authority to act on our behalf under UK law should a dispute arise.

## 9.0 Termination

### 9.1

Should you wish to terminate your contract with us, you may do so in writing addressed to your lead Consultant.

### 9.2

You agree to give ten days notice should you wish to terminate.

### 9.3

On receiving your termination all work on your project immediately stops to prevent the incurring of additional costs.

### 9.4

At termination all outstanding work MUST be paid for within 10 days or legal proceedings for non payment will be initiated.

### 9.5

A statement of account shall be provided to the client to show outstanding fees due on the account

### 9.6

In terminating the contract, an Intellectual Property Transfer must be signed should you wish to take away the work completed to the date of termination.

### 9.7

In relation to section 9.6, this does not imply that we agree to complete the outstanding work on any project following contract termination.

## 10.0 Signatures

By signing this you are agreeing to be bound by all the terms of this Agreement

Date:

Date:

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On behalf of Green Kiwi

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On behalf of client