



GreenStorm
Solutions

Customer Service Agreement

- What to expect from us
- What we expect from you

Other Related Documents

- a) GreenStorm Solutions Professional Indemnity Policy
- b) GreenStorm Solutions Professional Indemnity Certificate



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1 The Consultant's intent

- a) The Consultant's intent is to act in the best interests of the Customer at all times!

2 Scope of Works

2.1 Details of individual projects will be documented separately in Jobsheets

- a) The scope of works will be agreed by both The Customer and The Contractor, and will be documented in the Jobsheet.
- b) Jobsheets will be stored on The Customer's page of the GreenStorm website.

3 Quote/Estimate

3.1 Based on information supplied, changes will affect quote/estimate

- a) When a written quote/estimate is given, it is based on the information and specifications supplied at the time of quoting.
- b) This information is used to create the JobSheet and forms the basis of the quote. Any changes will affect the quote/estimate.

4 Deposits

4.1 Payment is required before work starts

- a) The Customer will pay The Consultant the deposit shown on the Quote. Consultant services will commence upon receipt of the deposit. The remainder is due on completion, unless a staged payment is included in the quote/estimate.
- b) Documents will be marked as "Draft" until the final invoice has been paid.



5 Travel Expenses

5.1 Travel time is calculated from and to The Consultant's premises, costs (like accommodation) incur a surcharge

- a) The Customer will pay The Consultant for travel time according to the Consultant's Schedule of Fees, accruing from time The Consultant leaves The Consultant's facilities and returns again.
- b) The Customer will pay The Consultant for all travel expenses accruing from time The Consultant leaves The Consultant's facilities.
- c) The Customer will pay The Consultant a 10% surcharge on travel costs.

6 Purchased Items

6.1 Items Purchased on behalf of The Customer - Will incur a surcharge

- a) The Customer will pay The Consultant for the cost plus a 10% surcharge for items purchased on behalf of the Customer.

7 Compensation

7.1 Payment is due within 14 days of invoice, late payments will attract a fee, schedule of fees will be supplied and may be changed without notice

- a) The Customer will pay The Consultant a consulting fee according to The Consultant's Schedule of Fees current at the time of invoice.
- b) The Consultant's Schedule of Fees which will be subject to change without notice.

Invoices will be submitted by The Consultant for payment by The Customer.
- c) Payment is due upon receipt and is past due fourteen (14) days from receipt of invoice.
- d) If The Customer has any valid reason for disputing any portion of an invoice, The Customer will notify The Consultant within fourteen (14) days of receipt of invoice by The Customer, and if no such notification is given, the invoice will be deemed valid.
- e) The portion of The Consultant's invoice that is not in dispute shall be paid in accordance with the procedures set forth herein.



- f) Invoices will be submitted to The Customer email address stated herein unless The Customer has notified The Consultant of address change prior to the invoice date, and if no such notification is given, the invoice will be deemed received.
- g) The Customer will pay The Consultant an Account Keeping Fee of 1.5% for every 30 days or part thereof on any overdue amounts.

8 Indemnity Insurance

8.1 Cover of up to \$1,000,000 unless declined

- a) The Customer will receive insurance cover of up to \$1,000,000 unless it is declined by the Customer.

A discount of \$5 per billable hour will apply if the insurance is declined.

- b) See current Insurance Certificate and GreenStorm's Professional Indemnity Policy. The Customer's Insurance with the Consultant carries the same coverage, terms and conditions.
- c) Should the Customer decline indemnity insurance, liability is limited the invoiced value of the particular Job on which any error is made.

9 Ownership

9.1 Models, drawings, reports etc belong to The Consultant unless purchased by Customer

- a) Copyright is retained by The Consultant for all works produced.
- b) Ownership of products of consultancy will be retained by The Customer as per normal Copyright Law.
- c) The Customer may purchase Copyright of any documents produced by the consultant at cost to be agreed with the Consultant.

10 Location of Services

10.1 Where Services Are To Be Performed - At premises of either party, or other agreed place

- a) The Consultant's services will be performed at The Consultant facilities, The Customer



facilities, and such other places that are appropriate and are mutually agreed by The Consultant and The Customer.

11 Confidentiality

11.1 Information will be shared with employees, contractors or agents involved in the Job as required. Information marked "Confidential" will not be shared with outside parties without permission.

- b) Information not expressly marked as "Confidential" will be shared appropriately to produce the desired result of the project.
- c) The Contractor is free to mention projects, in general terms, to third parties for the purpose of marketing The Consultant's experience.

If marked "Confidential", will be kept confidential from outside parties (not including employees, contractors or other agents directly involved in the production of the desired result).

- d) Confidential Information shall be defined as any information specifically identified as "Confidential".
- e) This identification shall be by way of formal correspondence (letter, fax, email or comment on the GreenStorm secure website) addressed to the other Party.
- f) The Parties agree that when receipt of any Confidential Information has occurred:
 - 1. The receiving Party shall not disclose or communicate Confidential Information to any third party, except as herein provided.
 - 2. The receiving Party shall reasonably protect the Confidential Information with not less than the same degree of care exercised by its own personnel to protect its own, or publication of its own, most valuable confidential and proprietary information.
 - 3. The receiving Party may still disclose Confidential Information as required with employees, contractors or agents directly involved in the production of the desired result.



12 Dispute Resolution

12.1 Both parties will try to settle problems by discussion before taking legal action

- a) Both parties agree to attempt to settle disputes by first talking directly to each other before reverting to legal action.

13 Customer Bankruptcy

13.1 Consultant may exercise right to invoice for services, suspend services until paid, cancel services and retain ownership of products

- a) Where The Customer is in breach of any obligations to The Consultant (including failure to pay monies due) or if The Customer is a limited company and any Resolution or Petition to wind up The Customer's company business shall be passed or if a Receiver is appointed, The Consultant shall have the right to:
 1. Invoice The Customer for fees and charges incurred; and/or
 2. Suspend services until outstanding monies are paid in full; and/or
 3. Cancel the remainder of incomplete projects and retain ownership of products of incomplete projects.

14 Non-Circumvention

14.1 Parties agree to honour their financial and other obligations

- a) The Parties hereby agree on behalf of themselves, their officers, directors, agents, associates and any related parties, that they will not, directly or indirectly, contact, deal with or otherwise become involved with any entity or any other entities or parties introduced, directly or indirectly, by or through the other party, its officers, directors, agents or associates, for the purpose of avoiding the payment to the other Party of profits, fees or other amounts, without the specific written approval of the other Party.

15 Jurisdiction

15.1 NSW, Australia

- a) The jurisdiction for this Agreement is New South Wales, Australia. Should either Party



assert that a violation has occurred, the asserting Party shall be entitled to take action to remedy the violation in New South Wales, Australia.

16 Invalidity

16.1 If one part of this contract is found to be invalid, it does not affect the rest of the Agreement

- a) If any provision of this Agreement is held invalid, void, or unenforceable, the remainder of this Agreement shall continue in full force and effect.

17 Suspension of Services

17.1 Either party may suspend services

- a) The Customer may request the suspension of services in writing to The Consultant giving seven (7) days notice.
- b) The Consultant reserves the right to suspend services when payment is outstanding.

18 Termination of Agreement

18.1 Either party can end this Agreement by giving notice in writing

- a) Notification of Termination of Agreement shall be made in writing, shall give seven (7) days notice of intention to terminate, and the Agreement shall then be deemed terminated unless rescinded in writing by the party who issued Notification of Termination of Agreement.
- b) The Customer will pay The Consultant compensation as set forth herein for services and expenses incurred up to and including the date of termination.