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| KWL_Purple_RGB**Kingstown Works Limited****Supplier** **Service Level Agreement** **………………………………….****Date of Contract:-****………………………………….****With an option to extend for a further 1 year****Kingstown Works Limited****Connaught Road****Kingswood****Hull****HU7 3AP** |

**Contents**

1. **Purpose of the SLA**
2. **Appointment**
3. **Duration**
4. **Materials, Goods and Workmanship**
5. **Delivery and Documentation**
6. **Performance Management**
7. **Lead Time**
8. **Order Process**
9. **Problem Escalation Process**
10. **Kingstown Works Limited locations**
11. **Obsolete Stock**
12. **Price and Payment**
13. **Rebate**
14. **Insurance**
15. **Competition Clause**
16. **Warranty**
17. **Training**
18. **Title and Risk**
19. **Defects after Delivery and Legislation**
20. **New Product Implementation**
21. **Conditions**
22. **Confidential Information**
23. **Breach, Termination and Suspension**
24. **Force Majeure**
25. **Contingency Planning**
26. **Assignment**
27. **Intellectual Property**
28. **Applicable Law**
29. **Publicity**
30. **Contacts**
31. **TUPE - Transfer of Undertakings (Protection of Employment) Regulations 2014**
32. **Third Party Rights**
33. **Security Badges**

**Schedule of Appendices**

* **Appendix A – Management Information Reports**
* **Appendix B - Terms and Conditions of Purchase**
* **Appendix C - Order Process**
* **Appendix D - Problem Escalation Process**
* **Appendix E – *Not used***
* **Appendix F - Pricing Schedule**
* **Appendix G – *Not used***

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# purpose of the sla

**This Agreement** is made on **DATE**

**BETWEEN:-**

1**) Kingstown Works Limited, Connaught Road, Kingswood, Hull, HU7 3AP**

2) ………………….. a company registered in England with company number ………… whose registered office is at …………………………………………………………………………………………. (“The Company”)

**Application and Terms**

These terms (and KWL Terms and conditions) constitute the sole terms and conditions under which Kingstown Works Limited (referred to as ‘KWL’) will obtain goods and/or services specified in any Purchase Order relating hereto. These conditions shall apply to the exclusion of all general or particular terms and conditions imposed or sought to be imposed by the Supplier at any time.

**Please refer to Appendix B:-**

* **Kingstown Works Limited Standard Terms of Purchase**

**Definitions**

1. **'Agreement'** refers to this agreement and any subsequent amendments as may be agreed.
2. **'Goods'** shall mean goods of any description but not limited to ……………………………………..
3. **'Works'** shall mean services of every kind to be performed by or work to be done by the Supplierunder the provision of the Purchase Order.
4. **'Delivery'** shall mean delivery of the Goods and or Services to the point specified within the Purchase Order.
5. **'Order'** shall mean any Purchase Order issued by KWL and directed to the Supplier for the supply of Goods and Services specified therein with reference to this agreement.
6. **‘Products’** shall mean all products and services.
7. **‘Supplier’** shall mean ………………………………….

**2. Appointment of ………………………………….**

KWL hereby appoints xxxxxxxxx for the duration and under the terms of this Agreement as the **Preferred Supplier** of Products and Services as specified in this document.

**3. Duration**

This Agreement will be effective from **DATE,** and shall govern the relationship of the parties from that date and shall continue until **DATE** and thereafter from Year to Year unless and until terminated on three months' written notice in accordance with this Agreement.

**4. Materials, Goods and Workmanship**

All materials, goods and workmanship shall be of a suitable quality of their respective kinds for the purpose for which they are provided. Without prejudice to the generality of the foregoing, those for which there is a British Standard or Code of Practice or KWL Standard, that standard or code shall be complied with unless otherwise stated. The Supplier shall carry out everything necessary for the safe and proper execution of the Works, whether or not described in the specification.

**5. Delivery and Documentation**

1. The Supplier shall clearly state the Purchase Order number on all delivery notes, invoices, advice notes and any other correspondence relating to the Purchase Order.
2. Advice notes and invoices must be sent as directed within the Purchase Order.

(c) KWL reserves the right to request proof of delivery for any goods or services ordered. Failure to provide the POD may result in an invoice being placed in query for which KWL cannot be held accountable.

(d) All Goods are to be suitably prepared, packed and marked for shipment.

Packaging must meet all safety, environmental and legal requirements.

All deliveries made to any KWL site must comply with the following delivery and packaging specification:-

* Pallet must fully support items delivered
* Pallet must not flex when lifted with a standard forklift
* A Base board must be used for full support of items that are fragile
* Max Pallet size to enable entry to stores should be no longer/wider than 3.5m (Where Possible)
* Every Item must be individually marked correctly with ……………………… part number as listed on the official purchase order document
* Items to be securely loaded, stacked and secured to the pallet
* ……………………. part numbers and quantities to be clearly labelled on each pallet or box.
* Same ……………………………… Part Number items to be palletised or boxed together unless LH / RH or supplying in kit form at the request of …………………….
* Delivery must be fully booked in according to KWL booking in procedure (i.e. at least 24 hours before delivery) as printed on the official purchase order document.
* Delivery paperwork must contain and clearly state the following information:
	+ - KWL Purchase Order number
		- Delivery note number
		- Product description
		- Part numbers (If applicable)
		- Quantity and unit of measure (if applicable)

Where pallets are used to deliver products to any KWL site it is Company policy that the pallet remains the property of the Supplier and it is their responsibility to ensure that pallets are collected from site and reused as required.

All deliveries, including any sent directly from a manufacturer on your behalf, must also comply with the above.

**6. Performance Management (Supplier Relationship Management)**

1. It is agreed between the Parties that they shall meet on a quarterly basis to review the management information provided by the Supplier.
2. The review meeting will include (but is not limited to)
* Key Performance Indicators (KPI)
* Service Improvements
* Cost Improvements
* Portfolio Analysis
* Health and Safety issues
* Continuous Improvements

1. The review meeting will include, but is not limited to; Key Performance indicators (KPI) Customer Compliance, Supplier Complaints, Service Improvements, Cost Improvements, Portfolio Analysis, Health and Safety issues and New Product Opportunities.
2. Management Information Reporting and KPI’s

The Supplier will be responsible for providing monthly electronic Management Information reports as detailed within **Appendix A**

The reports will be issued no later than 10 working days of the following month.

**7. Lead Time**

The Supplier will meet the agreed lead times stated below for each product group and or service listed:-

**8. Order Process**

Please refer to **Appendix C** which outlines the order process.

**9. Problem Escalation process**

Please refer to **Appendix D** which outlines the problem escalation process complete with contact details.

**10. KWL locations**

*INSERT LOCATION ADDRESSES HERE*

**11. Obsolete stock**

The Supplier will, in conjunction with KWL help to identify and dispose of any obsolete stock or excess stock of products held at any of the KWL locations on an ongoing basis.

**12. Price and Payment**

1. The rates **(Appendix F)** are fixed for the full term of this Agreement.
2. The Customer shall pay correctly rendered invoices within 30 days of receipt of the invoice. Payment by the Company shall not constitute any admission by the Company as to the performance by the Supplier of its obligations.
3. An early settlement discount of …..% of the total invoice value will apply if an invoice is paid by…..
4. It is agreed by both parties that any invoice dispute will not constitute or be cause for the account to be suspended. Both parties will work together in order to resolve any such queries with a reasonable time frame. Should a payment issue arise, both parties will communicated effectively to all parties contained within this agreement. Only when all avenues of resolution have been exhausted will further action will be taken.

13. Rebate

The Supplier will pay KWL a Monthly or quarterly or annual rebate payment based upon the invoices raised during that month or quarter or year. The rebate payment will be calculated based upon the price variance between the ……… pricing structure and the agreed ……… pricing structure. The payment will be made no later than ……………..

14. Insurance

The Supplier shall have in force the following insurance requirements

* Employers Liability Insurance – minimum cover @ £5,000,000\*
* Public Liability Insurance – minimum cover @ £1,000,000

\*Not applicable to sole traders

**15. Best in Class Pricing and Improvements (Competition Clause)**

KWL requires the Supplier to work towards continuous improvement to meet cost saving initiatives. This is to be done through new product innovation and existing product improvements.

**16. Warranty**

Unless covered by a predetermined period of time under the Supplier’s own warranty terms, **……………** shall promptly make good by repair or replacement any defects in the products and or services occurring within twelve months of delivery caused by defective design, materials or workmanship.

* 1. **…………………** shall be responsible for the direct costs of any dismantling, removal and reinstallation necessary to correct any defect.
	2. KWL is entitled to reparations within a reasonable period of time, for any defective Service performed by the Supplier.
	3. In the event of a non-conformance arising out of the Supplier’s failure to meet the expectation of KWL, a non-conformance report shall be raised. It shall be an obligation of …………. to provide a consequential report to KWL detailing the necessary corrective actions and evidence of their implementation.

**17. Training**

The Supplier will provide full product training to KWL personnel as and when required. This will be conducted at a location to be agreed by both parties.

**18. Title and Risk**

Title and risk in the products shall pass to KWL upon delivery but without prejudice to any right of rejection.

**19. Defects after Delivery and Legislation**

1. All products and materials must be supplied in accordance with all relevant standards, current legislation and codes of practice. They shall comply in all respects with the description and specification detailed within the order. **………………** undertakes that all products supplied by ……………… shall be fit for purpose (whether express or implied), and recognises that the customer has placed the order relying on the skill and expertise of the Supplier.

1. All products supplied by the Supplier must meet the current industry legislative requirements.

1. It is the responsibility of the Supplier to communicate or advise KWL, of any changes made to UK legislation which could potentially impact the suitability of their products.
2. This provision shall be in addition to any other right.

**20. New Product Implementation**

1. Any design change or new product implementation by the Supplier must be advised in writing 3 months in advance to Kingston Works limited. We will then seek approval from our clients.
2. Any new proposed product must not be invoiced at greater cost than the originally price product.
3. New products will require testing for performance and quality prior to acceptance.
4. If approved, written confirmation of acceptance is to be sent to the Supplier with stock holding information (where necessary) and any artwork
5. The Supplier will advise in writing the proposed date of implementation
6. Failure to comply with the above may result in a financial claim.

**21. Terms & Conditions**

The Supplier agrees that the goods and services (including any packaging and transport) shall be provided in accordance with the following:-

1. KWL terms and conditions of purchase (KWL 2016/10 Rev: A) Appendix B

And

1. Strictly comply with the descriptions and specifications contained in the Purchase Order
2. Strictly comply with all applicable laws and regulations
3. Must not infringe the rights of any third parties
4. Be free from all defects, and fit for their purpose, including any purpose that KWL has made known to the Supplier expressly or by implication
5. Be capable of any standard of performance specified
6. Match the quality of any sample approved by KWL and shall indemnify KWL against direct losses arising from or in connection with a breach of these conditions or any negligence by itself, its agents or employees.

**22. Confidential Information**

Both parties acknowledge that all information relating to their business or that of any associated company (including the fact of and terms of this Agreement) which is not public knowledge (and which did not become public knowledge through breach of an obligation of confidentiality) is confidential. The parties agree not to disclose confidential information to any person. Each party shall be responsible for any unauthorised disclosure made by any of its employees or agents and shall take all reasonable precautions to prevent such disclosures.

The Supplierwill enter into a confidentiality agreement in such format as KWL may reasonably require.

**23. Breach, Termination and Suspension**

This Agreement may be terminated by either party, by providing three month's written notice. This will be served if:-

* 1. There is a serious breach by the other
	2. In the case of any breach not dealt with elsewhere in these conditions if the other has not remedied it within 30 days of being given notice to do so
	3. The other is repeatedly in breach and having been given notice that any further breach may result in termination, is in breach again
	4. The other party becomes insolvent, suffers the appointment of a Receiver, commences bankruptcy or winding up proceedings or suffers such proceedings to be commenced or otherwise ceases or threatens to cease to carry on business.
	5. If either party is, or anticipates being, prevented from complying with its obligations by circumstances beyond its reasonable control, it shall immediately notify the other in writing. The agreement will be suspended immediately on the giving of this notice and if performance is not resumed within 30 calendar days, the other party may in writing terminate this agreement.
	6. If the Supplier fails to meet the agreed service levels, despite all reasonable opportunities and support, then KWL will be entitled to terminate the contract with 1 months notice.

**24. Force Majeure**

Neither party shall be liable for any failure to fulfil any term of this agreement if fulfilment is delayed, hindered or prevented in whole or in part by any circumstance whatsoever which are outside of its immediate control. Including, but without limitation, to the generality of the foregoing:-

1. Strikes, lock-outs, labour disputes of any kind, partial or general stoppages of labour, refusals to perform any kind of work, (whether or not any of the foregoing are lawful, or relate to that party’s own employees or others)
2. War, hostilities, terrorist activity, (actual and/or perceived) or any local, national or international emergency
3. Any regulation, order or request of, or interference by, or restriction imposed by any international, national or provincial port or other public authority or any person purporting to act for such authority
4. Failure of or hindrances to transportation
5. The threat or reasonable apprehension of any of the foregoing events
6. The Buyer shall be free to purchase from any other Suppliers those quantities of the goods which the Supplier fails to deliver

**25. Contingency Planning**

It is critical that the Supplier has a continuity of operations plan in place in the event of an emergency or situation occurring which significantly impacts the day to day operation of the business.

It is the responsibility of the Supplier to ensure that they are able to continue to trade and deliver the scope of products and or services outlined in this agreement to KWL during this time, before returning to normal operations.

**26. Assignment**

No assignment or sub-contracting of this agreement or any part thereof by the Supplier is permitted without prior written agreement of KWL.

**27. Intellectual Property**

The Supplier shall not, without the prior written consent of KWL use the trademarks, trade names or logo’s for any purpose, nor shall it be entitled to use any KWL patent or copyright material, design right or registered design for any purpose.

**28. Applicable Law**

The formation, construction, performance, validity and all aspects whatsoever of this Agreement shall be governed by English Law and the parties submit to the non-exclusive jurisdiction of the English Courts.

**29. Publicity**

Neither party shall, for publicity purposes without the prior written consent of the other party:

1. Make use of the other parties name
2. Make use of any of the other party’s personnel, customers or agents
3. Refer to the other party or the Contract in any advertising or publicity of any form or media.

**30. Contacts**

 Any notice or other document to be given under this Agreement shall be in writing and shall be deemed to have been duly given if left at or sent by hand or by post or by facsimile to the relevant party at the address or email address set out for such party for the attention of the contact person, or such other address or email address as the relevant party may from time to time designate by written notice to the other.

**KWL Contacts:-**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **Email address** | **Tel No** | **Responsibilities** |
| **Order Placement.** |  |  |  |
| **Purchasing Manager** |  |  |  |
| **Accounts** |  |  |  |

**………………………….. Contacts**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **Email address** | **Tel No** | **Responsibilities** |
|   |   |   |   |
|   |   |   |   |
|   |   |   |   |

**31. TUPE - Transfer of Undertakings (Protection of Employment) Regulations 2014**

1. The Supplier shall indemnify KWL and hold it harmless against all claims, proceedings, demands, losses, damages, costs and expenses whatsoever which may be brought or claimed by all or any person(s) who were employed in the provision of services the same or similar to the services before the date of this agreement
2. The Supplier accepts full financial liability for the transfer of all personnel associated with the provision of services similar to the services prior to the commencement date, or any personnel who may have a claim in accordance with TUPE Regulations.

**32. Third Party Rights**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract.

**33. Security Badges (If Required)**

**Each individual statutory KWL Security Badge will be issued at a charge of £10.00 each.**

Please Note:-

* If the badge holder leaves your employment and the badge is returned to KWL, the £10.00 fee will be refunded.
* If the badge holder leaves your employment and the badge is **not** returned to KWL, you will not be entitled to a refund and a £50.00 fee will apply.
* If the badge is lost, and a replacement badge requested, you will **not** be entitled to a refund and a £50.00 fee will apply.

**AS WITNESS** the hands of the parties or their representatives, being duly authorised in that regard, on the date which appears first on page 1.

Signed For and on behalf of **Kingstown Works limited**

And duly authorised in that regard

Signature: ……………………………………………

**Print name: …………………………………………**

Signed for and on behalf of **(Suppliers Name)**

And duly authorised in that regard

Signature: ……………………………………………..

**Print name: ………………………………………….**