(Company logo)

Service Level Agreement for the provision of Building Compliance Services

for ‘insert customer name here’

by ‘company name’

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Definitions

'ACOP'	Approved Code of Practice [section 3.9.3]
'Compliance Maintenance'	Planned routine maintenance, testing and inspection of plant to reduce component failure and maintain this equipment in an operational condition [section 3.9]
'Customer'	Refers to the requesting individual/organisation as set out in the Service Level Agreement [section 2.1]
'Long-Term Maintenance'	Larger planned replacement costs aimed at preventing the loss of plant and equipment or damage to the building fabric. These are major building components that would, if not planned to be replaced, adversely affect the operation of the property or inflict a significant financial burden [section 3.10]
'Reactive Maintenance'	Unplanned repairs required to restore building elements, plant or equipment back to operational condition which are fully rechargeable [section 3.11]
'Service Provider'	Refers to company name who are the providing organisation as set out in the Service Level Agreement [section 2.2]
'SLA'	Refers to the term 'Service Level Agreement'
'VAT'	Value Added Tax

Confidentiality

Neither party shall, without written consent of the other party, make use of for its own purpose or disclose or allow to be disclosed to any person, except may be required by law or by an authorised body (e.g. auditors), this agreement or any material contained in it.

1.0 What are Service Level Agreements?

Service Level Agreements are essentially contracts between company name and our customers that formalise the extent of the services to be provided. Formally documenting our basic levels of service and sharing that information with our customers, creates an opportunity to enhance existing service delivery. From an internal perspective, we have also found that SLA's play an important role in managing both employee and organisation performance.

Other benefits of SLA's include opportunities to;

- Define basic levels of services to designated customers/buildings
- Define procedures corresponding to important areas or activities e.g. areas of building compliance
- Consolidate contact listings for building maintenance/repairs
- Document customer needs
- Provide clear service expectations and priorities along with nominated staff representing both the Customer and company name
- Provide opportunities for company name to deliver services beyond the basic levels noted in the Service Level Agreement
- Provide a fixed price for the defined services within the Service Level Agreement
- Provide tracking of work performance through inspections, measurements and agreed levels of reporting via the web portal
- Obtain targeted customer satisfaction feedback
- Establish effective communication with customers to improve service delivery

The process begins by identifying, documenting and understanding the preventative and corrective maintenance needs of our customers and their building/equipment.

We believe that SLA's are an effective tool for all of our customers and we have a number of SLA's in place with company name, other local authorities, and a range of external organisations and private individuals.

Our SLA's help our customers make the most of their own budgets by enabling them to project costs and assess the impact on budgets with more certainty, as these agreements define cost and payment schedules. Responsibility is also defined with regards to who approves additional works (e.g. emergency repairs). As the SLA's are meant to be dynamic documents, major changes in activities, equipment or building services can be made at any time through formalised contract modifications.

Company director name and signature

2.0 Service Level Agreement Overview

2.1 Customer Details

Name:	insert customer name here
Address:	Address line 1 Address line 2 Address line 3 Address line 4 Post Code
Premises Telephone No:	landline / mobile number
Premises Email Address:	email address
Authorised Officer:	insert name here
Position/Job Title:	insert position/title here
Officer Telephone No:	landline / mobile number
Officer Email Address:	email address
Billing Address:	Address line 1 Address line 2 Address line 3 Address line 4 Post Code

2.2 Service Provider Details

2.2.1 General

Name:	company name
Head Office:	Address line 1 Address line 2 Address line 3 Address line 4 Post Code
Authorised Officer:	name
Position/Job Title:	position/title
Officer Telephone No:	landline / mobile number
Officer Email Address:	email address

2.2.2 Single Point of Contact

Telephone No: landline number

Email Address: email address

2.3 Service Level Agreement Details

Services Provided: Building Compliance Services as detailed in Table 1 of this SLA

Duration of SLA: Rolling annual SLA, with a 1 year opt out option, therefore, SLA covers a minimum 2 year period

Period Covered: insert dates here

Period of Notice to Quit: One Year (to be notified prior to insert date here)

2.4 Service Level Agreement Approval

To accept the terms set out in this Service Level Agreement please sign below and return one copy to the service provider: contact name and full company address here and retain one copy for your records.

Customer
Name of Signatory: insert name here

Signature: _____ on behalf of

insert customer name here

Date: insert date here

Service Provider
Name of Signatory: company director

Signature: on behalf of

company name

Date: date

3.0 Service Provider Requirements

3.1 Aim of the SLA
To provide efficient statutory building compliance servicing (and any follow on repairs subject to authorisation by the 'Customer') with minimal disruption and to agreed priorities and within agreed timescales.

To retain records of all maintained assets and to ensure that statutory building compliance checks and inspections are carried out (as detailed in Table 1 of this SLA [section 3.7]) and the necessary certification is valid; providing copies of all relevant certification / documentation to the 'Customer' for retention at the premises.

3.2 Period of Agreement
This agreement will run from on a rolling annual basis or until terminated on 12 months' notice by either party as set out under the terms of the SLA [section 2.3].

3.3 Periodic Review
This agreement is valid from the commencement date as detailed under the terms of the SLA [section 2.3] and is valid until further notice. This agreement will be reviewed annually, but may be reviewed on a more regular basis subject to the request of either the 'Customer' or company name. During any review period, the current SLA will remain in effect.

The content of this SLA may be amended as required, subject to approval by the 'Customer' and company name.

company name retains the right to increase the costs applied in the SLA [section 3.7 and 3.12] on an annual basis by the rate of inflation or cost of living indices, however, all customers will be notified in advance of any planned increase.

3.4 Changes in Charges
Charges as detailed in Table 1 of this SLA [section 3.7] may be increased/decreased by company name as a result of:-

- Changes in regulations relating to an area of this SLA
- Corporate Procurement Exercises aimed at ensuring best value

In these instances company name will engage with the 'Customer' in advance of adjusting the charges detailed in Table 1 in order to explain the reasons for the increase/decrease.

3.5 Description of Services
This SLA covers the provision of building compliance servicing as detailed in Table 1 of this SLA [section 3.7].

3.6 Billing
Charges as detailed in Table 1 of this SLA [section 3.7] will be levied on an annual basis at the commencement of each financial year, and will be due for payment in line with company name standard debt recovery protocols.

Charges resulting from repairs carried out will be levied upon completion of the works, and will be due for payment in line with company name standard debt recovery protocols.

All charges & rates incorporated in this SLA are exclusive of VAT. The appropriate VAT rate will be applied at the point of billing (where applicable).

3.7 Table 1 – Schedule of Services & Charges

Table 1 below represents the areas of building compliance that the 'Customer' should consider. Those with prices included are the only areas covered by this SLA and any other servicing of plant/equipment does not form part of this SLA. However, prices can be provided by company name upon request for servicing and maintenance of additional items of plant and equipment.

Please note that the list below may not be exhaustive, and the 'Customer' is responsible for ensuring all building compliance requirements are fulfilled at their premises.

All prices are exclusive of VAT, which will be applied at the appropriate rate.

Building Compliance Activity / Plant Servicing / Inspection	Servicing/Inspection Frequency	Annual Cost (£)
Heating/Mechanical		
Air Conditioning Systems		
Building Management Systems / Automatic Heating Controls		
Ventilation and Duct Hygiene Risk Assessment		
Legionella Control		
Legionella Risk Assessment		
Biomass Boiler Plant		
Biomass Fuel Storage		
Fuel Oil Storage		
Gas/Oil Fired Heating Appliances		
Tightness Testing of Gas Distribution Pipework		
General Building		
Asbestos Survey		
Asbestos Management Plan		
Fire Safety Equipment		
Fire Sprinkler Systems & Kitchen Fire Suppression Systems		
Kitchen Extract Systems & Ductwork Risk Assessments		
Free Standing Chimneys		

ManSafe (Fall Protection) Systems		
Radon Testing		
Safety Glazing		
Key Holder Set Up Fee Only (attend to alarm activations)		
Electrical		
Emergency Lighting Systems		
Fixed Electrical Wiring Installations		
Induction Loop / Hearing Loop Systems		
Portable Appliance Testing		
Stage Lighting		
Electrical Generators		
Lifts / Hoists		
Lighting Protection Systems		
Fire Alarm Systems		
Monitoring of Fire Alarm Systems (alarm activations)		
Intruder Alarm / CCTV Systems		
Monitoring of Intruder Alarm / CCTV Systems (alarm activations)		
Automatic Barriers		
Automatic Doors / Roller Shutters		
Door Entry Systems		
Total Annual Cost of Building Compliance Services		
Management Fee		
Total Annual Cost of Building Compliance Services including Management Fee		

All prices quoted in Table 1 above are based on servicing activities being undertaken during normal working hours. Company name are able to undertake servicing activities and associated works out of hours upon request; however, these will be subject to an overtime premium.

Customers may also be charged for incurring excessive abortive visits.

3.8 General Services

The following general conditions/provisions apply and company name will:-

3.8.1 Provide office cover during normal working hours of 08:00 to 16:30 Monday to Thursday and 08:00 to 15:30 on a Friday (excluding bank holidays) with out-of-hours cover provided at all other times.

3.8.2 Operate a help desk service during the above office hours.

3.8.3 Allocate an order reference for each compliance service, maintenance and repairs request, and provide and obtain 'Customer' feedback on completed works.

3.8.4 Be professional, courteous and sensitive to the 'Customers' needs at all times.

3.8.5 Undertake all maintenance works using only company name own workforce or approved contractors.

3.8.6 Undertake maintenance works during normal working hours, unless otherwise agreed between company name and the 'Customer' or their representative(s).

3.8.7 Maintain a record system to document the maintenance works undertaken on behalf of the 'Customer'.

3.8.8 Provide to the 'Customer' all necessary certification / documentation relating to the compliance activities undertaken.

3.8.9 Levy charges in accordance with the terms detailed in section 3.6, with charges for compliance applied as per the schedule detailed in Table 1 [section 3.7]. Charges for repairs will be either agreed at the time of undertaking the repair, or the rates detailed in Table 2 [section 3.12] will be applied.

3.8.10 Monitor the quality of work to ensure compliance with current standards and legislation.

3.8.11 Fully co-operate with the 'Customer' or their representative(s) to maintain the security of the premises and its contents whilst undertaking servicing and maintenance activities. This will include signing into & out of buildings, signing for keys, etc. where required.

3.8.12 Liaise with the 'Customer', where practicable, before starting work and avoid undertaking non-emergency tasks during sensitive periods.

3.8.13 Company name will comply fully with all relevant legislation and will maintain appropriate health and safety management systems, which are audited periodically.

3.8.14 Company name will maintain accreditation under the OHSAS 18001 as part of assurance measures for health and safety management.

3.9 Compliance Maintenance

3.9.1 Compile a compliance maintenance programme for the approval of the 'Customer'.

3.9.2 Undertake the preventative maintenance activities in accordance with the programme.

3.9.3 Undertake preventative maintenance and statutory inspections of equipment in accordance with manufacturer's instructions, statutory requirements and ACOP unless otherwise agreed.

3.9.4 Report identified instances of statutory non-compliance affecting facilities & equipment to the 'Customer' as soon as reasonably practicable.

3.10 Long-Term Maintenance / Business Continuity

3.10.1 As the landlord, The Council will arrange for company name to undertake periodic building inspections (every three years) in relation to compliance services. Following the inspection, company name will:-

- Highlight any compliance related issues
- Identify long-term replacement requirements regarding plant/equipment

3.10.2 Company name can provide a five/ten year long-term maintenance / replacement programme on behalf of the customer. The programme will be prioritised in accordance with agreed criteria, established following a fully chargeable condition based survey.

One of the main objectives of a condition survey is to develop a reliable asset register along with a database specifying the overall condition of plant and associated systems. The asset register & condition survey will assist in planning for future maintenance, replacement and refurbishment needs. They will also enable the continual support of the business needs, giving due regard to:-

- Functional suitability and performance
- Physical and operational condition
- Safety and statutory requirements
- Energy and environmental performance

3.10.3 Submit a long-term maintenance programme for essential plant equipment to the 'Customer' for discussion and approval (as a result of the inspection and/or survey).

3.10.4 Provide the 'Customer' with feedback on the actual condition of essential plant equipment compared to the long-term maintenance programme.

3.10.5 Give sufficient notice to the 'Customer', where applicable, regarding the need for major replacement of plant and equipment.

3.11 Reactive Maintenance

3.11.1 Provide an emergency callout service 24 hours per day, 365 days per year.

3.11.2 Prioritise reactive maintenance requests using the following defined and agreed criteria:-

<u>Priority 1: Emergency*</u>
Response time: same day as the first call

<u>Priority 2: Urgent*</u>
Response time: next day from the first call

<u>Priority 3: Routine</u>
Response time: within 10 working days from the first call

*(*N.B. a surcharge will be applied to reflect these priorities – see Table 2)*

Examples of typical priority allocations:-

N.B. This list is intended to be indicative rather than exhaustive.

<u>Priority 1: Emergency</u>

- Risk to life or substantial damage to property

- Smell of gas to be reported to National Gas Emergency Hotline; **telephone 0800 111 999 immediately**
- Major water leak resulting in flood and immediate danger to the structure, services or fixtures/fittings
- Major loss of power
- Smell of burning (electrical)
- Total loss of heating in the building
- Lighting fault (likely to be a health and safety issue)
- External lock fault
- Water penetration into electrical fittings

Priority 2: Urgent

- Significant lighting tube/bulb failures
- Partial loss of heating
- Loss of hot water
- Loss of drinking water
- Partial loss of power to room or area
- Overflow pipe discharging
- Major loss of water from faulty taps or shower heads

Priority 3: Routine

- Minor heating system leak
- Minor internal plumbing leak
- Minor loss of water from faulty taps or shower heads
- Flickering lights
- Loss of power to individual lights
- Major cooker, washing machine or fridge faults
- Internal lock faults
- Minor roof leaks
- Emergency light faults
- Broken toilet seat
- Faulty cooker hood
- Bathroom extractor fan faults
- Replace shower hose or head
- Replace sanitary fittings
- Replace faulty shower units

3.12 Table 2 – Schedule of Responsive Repair Charges

All prices are exclusive of VAT, which will be applied at the appropriate rate.

Table of charges

3.13 Additional Services

Insert company name can (upon request) undertake a range of repairs and maintenance works beyond the scope of this SLA; for example, quotations for improvement works, gas servicing, periodic electrical testing, etc. For more information, contact name, address, landline and email address

3.14 Queries, Comments and Complaints

Issues arising from this SLA shall be subject to the following escalation process:-

- Stage 1: Refer issue to the Property Help Desk (tel)
- Stage 2: If unsatisfied having raised the issue as per Stage 1, refer to the Repairs & Maintenance Manager (tel)
- Stage 3: If unsatisfied having raised the issue as per Stage 2, refer to the Building & Facilities Maintenance Manager (tel)

4.0 Customer / Representative Requirements

It is essential for both you (the 'Customer') and company name that we handle your request for assistance efficiently and therefore it is important that you/your representative(s):-

4.1 Customer / Representative Requirements

4.1.1 Provide accurate and concise information, including details of the location of the fault, the nature of the problem, its priority, contact details, the room availability, any notice periods for access and details of any known hazards and risk assessments, where appropriate.

4.1.2 Facilitate/allow access to enable the works to be carried out, including making arrangements to provide keys where necessary (if the company name is not a registered key holder).

4.1.3 Co-operate with the company name staff and contractors as far as reasonably practicable, to ensure disruption is minimised.

4.1.4 Report as soon as reasonably practicable any defect or hazard associated with the works.

4.1.5 Where needed, arrange for the attendance of a suitable member of staff to act as the 'Customer' representative whilst maintenance/repair work is being carried out

4.1.6 Provide feedback on performance and participate in customer satisfaction surveys.

4.1.7 Co-operate with insert company name staff to maintain the security of premises and property whilst maintenance/repair tasks are being undertaken

4.2 Customer Requirements

4.2.1 Review and approve the long term maintenance programme proposed by insert company name subject to the availability of funding.

4.2.2 Indicate clearly any budget or cost limit that applies to any maintenance project/repair.

5.0 Key Performance Indicators

5.1 Monitor & Review

5.1.1 Company name will nominate an officer to act as your key point of contact. The officer will assist with monitoring and reviewing the SLA and will deal with problems that cannot be routinely resolved by the Property Help Desk.

5.1.2 An annual review meeting will be arranged by company name to review service delivery and any issues arising from the provision of the SLA. An updated SLA will be issued if required following these discussions.

5.1.3 The 'Customer' or company name has the right to convene additional meetings should these become necessary.

5.2 Reactive Maintenance Targets

5.2.1 Attend x% of Priority 1 (Emergency) requests within the target attendance time.

5.2.2 Complete x% of Priority 1 (Emergency) requests within the target completion time (subject to access to property, and availability of parts / materials).

5.2.3 Attend x% of Priority 2 (Urgent) requests within the target attendance time

5.2.4 Complete x% of Priority 2 (Urgent) requests within the target completion time (subject to access to property, and availability of parts / materials).

5.2.5 Attend x% of Priority 3 (Routine) requests within the target attendance time

5.2.6 Complete x% of Priority 3 (Routine) requests within the target completion time (subject to access to property, and availability of parts / materials).

5.3 Planned Preventative Maintenance Targets

5.3.1 Complete x% of planned preventative maintenance tasks within the target completion time (subject to access to property, and availability of parts / materials).

5.4 Long Term Maintenance Targets

5.4.1 Specific key performance indicators and/or milestones to be agreed on a project-by-project basis.