



**Service Level Agreement (SLA)**

**Between Barnet Homes and London Borough of Barnet**

**Customer Services**

**2017-19**

<b>Owner</b>	<b>Author</b>	<b>Date of Issue</b>	<b>Version</b>
Geraldine Edwards	Laura Davison	16.06.2017	2.0

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## APPROVALS

Name	Title	Signature	Date of Issue	Version
Kevin Bartle	Interim Resources Director, London Borough of Barnet			2.0
Geraldine Edwards	Commercial Performance and Development Manager, London Borough of Barnet			
Elliott Sweetman	Director of Operations– Barnet Homes			2.0

## DISTRIBUTION

Name	Title	Organisation	Date of Issue	Version
Kevin Bartle	Interim Resources Director	London Borough of Barnet		2.0
Geraldine Edwards	Commercial Performance and Development Manager	London Borough of Barnet		2.0
Elliott Sweetman	Director of Operations	Barnet Homes		2.0
Natasa Patterson	Operations Manager	Capita CSG		2.0
Laura Davison	Head of Customer Experience	Barnet Homes		2.0
Karen Lewis	F2F Manager	Capita CSG		2.0

**RELATED DOCUMENTS**

Document Reference	Document Title	Date of Issue	Version

THIS SERVICE LEVEL AGREEMENT covers the period **1<sup>st</sup> April 2017** to 31st March 2019

**BETWEEN:**

- (1) The London Borough of Barnet (Service Provider) for services provided by Capita Customer and Support Group (referred to in this SLA as Capita or CSG)
- (2) Barnet Homes (Purchaser of Services)

**Agreement**

**Details Definitions**

In this Agreement words and phrases with a first capital letter (or any derivation thereof) shall have the meanings set out below:

**Agreement** means this Agreement (including its Schedules);

**Agreement Date** means the date of this Agreement;

**Authorised Officer** means an officer of either party or its agents who is able to sign documentation on behalf of the party;

**Business Days** means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London;

**Confidential Information** means any information that ought to be considered as confidential (however it is conveyed on whatever media it is stored) and may include information whose disclosure would, or would be likely to, prejudice the commercial interests of any person, trade secrets and know-how of either party and all Personal Data and sensitive Personal Data within the meaning of the Data Protection Act 1998.

**Expiry Date** means the 31 March 2019 of the Agreement Date;

**Legislation** means any Act of Parliament or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, any exercise of the Royal Prerogative and any enforceable community right within the meaning of Section 2 of the European Communities Act 1972, in each case in the United Kingdom;

**Services** means the whole or any part of the services to be provided by the Service Provider to the Purchaser of Services under this Agreement as defined in clause 1.2 and Appendix B.

**Interpretation**

In this Agreement except where the context otherwise requires:

- (a) the masculine includes the feminine and vice-versa;
- (b) the singular includes the plural and vice-versa;
- (c) a reference in this Agreement to any clause, sub-clause, paragraph, Schedule or annex is, except where it is expressly stated to the contrary, a reference to such clause, sub-clause, paragraph, Schedule or annex of this Agreement;
- (d) any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;

- (e) any reference to any enactment, order, regulation, code, guidance or other similar instrument shall be construed as a reference to the enactment, order, regulation, code, guidance or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted;
- (f) references to any documents being "in agreed form" means such documents have been initialled by or on behalf of each of the parties for the purpose of identification;
- (g) a reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees;
- (h) headings are for convenience of reference only;
- (l) words proceeding **include, includes, including** and **included** shall be construed without limitation by the words which follow those words;
- (j) the Schedules to this Agreement form part of this Agreement, and
- (k) reference to "the parties" shall be to the parties to this Agreement.

No review, comment or approval by the Purchaser of Services under the provisions of this Agreement shall operate to exclude or limit the Service Provider's obligations or liabilities under this Agreement (or the Purchaser of Services' rights under this Agreement).

## Agreement

### 1.1 Introduction

This Service Level Agreement defines the services that will be supplied by the London Borough of Barnet (Council) to Barnet Homes (**the Purchaser of Services**) and the charges that will be levied for them. Through open and honest dialogue both parties to this agreement will work jointly towards identifying efficiencies in line with nationally agreed efficiency targets e.g. through an "open book" approach. The services set out are those provided by the CSG service of CAPITA Business Services (**the Service Provider**) **on behalf of the Council** to Barnet Homes a Council Partner under the terms of the NSCSO Agreement held with London Borough of Barnet.

### 1.2 Services

This Agreement covers the following services to be provided by the Service Provider:

1.2.1 A reception facility in Barnet House which provides a service to members of the public who attend Barnet Homes

1.2.2 Services pertaining to use of Govmetrics Customer Satisfaction Measuring Tool

1.2.3 Services pertaining to use of Qmatic ticketing system

1.2.4 Premises Security Services

### Description of Services

The sections below define the services that will be provided by London Borough of Barnet through CSG Capita Services to Barnet Homes under the terms of this agreement

## Reception

Reception on the ground floor will provide the face to face service to members of the public who attend Barnet House in relation to Barnet Homes service. Customers are triaged at the reception and signposted to the appropriate channel in accordance with Barnet Homes processes. Barnet Homes will liaise with London Borough of Barnet on present and future processes and any changes to it.

## Govmetrics

Govmetric terminals shall be situated on the ground floor and on the second floor where the main Barnet Homes reception area is situated. Both terminals shall allow for the specific Barnet Homes related feedback to be captured and reported on through designated channels.

## Qmatic

London Borough of Barnet has, through Capita CSG invested into the new ticketing and appointments system in November 2015 which has replaced the Lonsto system. This solution offers an improved experience for the customer and more robust capability for queue management and data capture. The system has been configured to allow for 2 Barnet Homes dedicated channels. Barnet Homes customers will be differentiated at the point of taking the ticket and assigned to the correct queue. All MI collected through the designated queues will be Barnet Homes unique.

## Additional Services

Any additional services not covered by this document will be managed through Change Request process.

### 1.3 Commencement and Duration

This Agreement covers the period from 1<sup>st</sup> April 2017 to 31<sup>st</sup> March 2019 inclusive.

This Agreement is subject to an annual renewal during the third quarter of each financial year to take effect from the 1<sup>st</sup> April of the following year, subject to any changes agreed by both parties arising from the Purchaser of Services reviewing their timetable for all support services.

### 1.4 Voluntary Termination by the Parties

Termination of this Agreement, either in its entirety or in part<sup>1</sup>, for convenience at any time on or before the Expiry Date will be effected by either party giving written notification to the other party allowing a minimum of 6 months written notice.

### 1.5 Dispute Resolution

The parties agree that Barnet Homes will be responsible for regular monitoring of performance under each SLA. Where Barnet Homes (acting reasonably) considers that there has been an unacceptable level of performance for an SLA then it will notify the relevant team providing the services to Barnet

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<sup>1</sup> Partial termination may cause difficulties in reassessing the financial aspects. It may be better to allow full termination, with the possibility of a new agreement following. Parties to consider prior to entering into the SLA.

Homes comprised within the relevant SLA and liaise with them directly in order to agree measures to be put in place to address any such under-performance.

Should Barnet Homes and the relevant team providing the services to Barnet Homes comprised within the relevant SLA have a difference of opinion or dispute in relation to the relevant team's performance in respect of providing the relevant services to Barnet Homes the difference of opinion or dispute may be escalated by either party for resolution with appropriate evidence:

- to the provider of services' Contract Manager through the quarterly performance review meetings, and if the Contract Manager cannot resolve the difference of opinion or dispute it should be escalated for resolution;
- to the Housing Partnership Board, and if the Housing Partnership Board cannot resolve the difference of opinion or dispute it should be escalated for final resolution;
- to the Council's Section 151 Officer (who in reaching any decision is to take soundings as to the final resolution in person, by email and/or telephone from those officers sitting on the Strategic Housing Board), whose decision will be final and binding

### 1.6 Amendment

This Agreement is open to amendment at any time subject to agreement by both parties. Such amendments will be reflected into the body of this Agreement which will then be re- issued. The amended agreement will become effective once it has been signed by an Authorised Officer from both the Service Provider and the Purchaser of Services.

## 2. Charges to be Levied

The tables below indicate the charges that will be levied for the Services supplied by the Service Provider to the Purchaser of Services. The charges cover cost recovery only (which, for the avoidance of doubt, includes investment or infrastructure improvements which facilitate the delivery of the Services) for Services to be delivered to the Purchaser of Services.

### 2.1 Charges for Services

Charges for services are for the period April 2017 – March 2019. The proportion of Barnet Homes footfall has been calculated using the ratio of Barnet Homes customers vs overall F2F footfall for the period 1 January 2016 – 31 December 2016. The Qmatic charge is calculated as a ratio of Barnet Homes customers vs overall footfall for Barnet House and Burnt Oak Library as the cost to Capita CSG is inclusive of both sites and not footfall related.

Detailed below are summary of charges – full breakdown is provided in the Appendix 1, which is an accompanied document to this SLA.

<b>Total Annual Charges 2017/19</b>	<b>£26,331.00</b>
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### 2.2 Optional Charged Consultancy Services

If the optional consultancy services shown below are utilised by the Purchaser of Services then the following unit charges shall apply:

Service	Unit Charge (£)
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Project Management	£ Salary + 20% + 5%
Other Project Services	Individually quoted

### 2.3 Payment

Invoices shall be raised by Capita on behalf of the London Borough of Barnet quarterly in advance and must be paid by the Barnet Homes within 30 days, or alternatively queries raised within that time scale.

### 3.0 Extensions to Services

Extensions to the duration and/or availability of the Services indicated above will be provided where the Purchaser of Services requests and the Service Provider agrees to provide. In order to facilitate the arrangements of such extensions, requests should be submitted to the appropriate section at the least ten (10) business days in advance of the requirement and with reference to SPIR processes and ensuring sign-off from LBB as required.

The Service Provider will formally advise the Purchaser of Services of rates for the extension to Services. The actual price to be charged for any particular extension will be subject to confirmation at the time the request is made and confirmed through a delivery and payment schedule.

### 3.1 Indemnities and Liabilities

The Service Provider shall, subject to clause 3.2 (Service Provider Not Responsible), be responsible for and shall release and indemnify the Purchaser of Services, its employees, agents and other contractors on demand from and against, all liability for:

3.1.1 death or personal injury,

3.1.2 breach of statutory duty, and

3.1.3 actions, claims, demands, costs, charges and expenses (including legal expenses on an indemnity basis),

Which may arise out of, or in consequence of the performance or non-performance by the Service Provider of its obligations under this Agreement.

### 3.2 Service Provider Not Responsible

The Service Provider shall not be responsible for or obliged to indemnify the Purchaser of the services for:

3.2.1 any matter referred to in clause 3.3.1 to 3.3.3 above which arises as a direct result of the Service Provider acting on the Instruction of the Purchaser of the Services, or

3.2.2 any injury, loss, damage, cost and expense caused by the negligence or wilful misconduct of the Purchaser of the Services or by the breach of the Purchaser of the Services of its obligations under this Agreement.

## 4. Performance Monitoring and Reporting

The performance of this Agreement will be monitored at quarterly SLA performance review meetings. Key attendees shall be The Barnet Group's Head of Customer Experience (Operations) and the



Capita CSG Operations Manager. The quarterly meeting will highlight any areas where performance has fallen outside the agreed service criteria and agree any actions that are to be taken by either party.

In the event that either party feels that the performance of this Agreement is unacceptable, a review will be held by the signatories of this Agreement. Reference to overall contracts

### Hours of operation

### Services

The ground and second floor reception services of Barnet House will be open and supported for all functions contained within this SLA between the hours of 9:00 – 17:00 Monday to Friday with exception of:

- Bank Holidays and other days for which the council is closed for business

### Barnet Homes Responsibilities

In order to facilitate the successful delivery of the services covered by the agreement, Barnet Homes undertake to:

1. Receive the charges and make payment for the services as specified in this agreement on receipt of invoice on a monthly basis (or quarterly where that is the billing arrangement).
2. Reimburse the Council for any damage caused to its equipment as a result of client misuse.
3. Provide a named officer(s) to act as the contact point for Barnet Homes with respect to the provision of the various services covered by the agreement.
4. Take all reasonable measures to ensure that the requirements of all relevant Acts such as the Data Protection Act and the Copyright Act are complied with.
5. Contribute to the testing of the Disaster Recovery plan and other processes.
6. Provide details of emergency contacts for out of hour's services.

### Points of contact:

#### Capita (Service Provider)

Natasa Patterson  
Operations Manager  
Capita Local Government  
1st Floor, Tower Court  
Foleshill Enterprise Park  
Courtaulds Way, Coventry, CV6 5NX  
07808 014990  
Email [Natasa.Patterson@capita.co.uk](mailto:Natasa.Patterson@capita.co.uk)

#### Barnet Homes (Purchaser of Services)

Laura Davison  
Head of Customer Experience  
Barnet Homes (part of The Barnet Group)  
Barnet House, 1255 High Road  
London N20 0EJ  
0208 359 4867  
Email [Laura.Davison@barnethomes.org](mailto:Laura.Davison@barnethomes.org)

### Barnet Homes Out Of Hours Emergency Contacts:

In the event of an emergency, Mears 24/7 should be contacted on 02035893052 or dial 0800 359 5225. Mears 24/7 out of hour's team will escalate any issues to the Contact Centre Manager or the Contact Centre Manager's deputies if the Contact Centre Manager is not available.

### Housing Options Out Of Hours Arrangement

Housing Options out of hours emergency service is handled by London Borough of Barnet 0208 359 2000. In the event of an emergency, the control room staff at GDIT will escalate issues to the duty officer.

### **Service Failures and Escalations**

In the event of disputes/problems, these should be resolved locally wherever possible; where this is not possible, they should be escalated as advised in each SLA.

## **5. General Provisions**

### **5.1 Co-operation**

Each party shall co-operate with the other and relevant third party contractors in good faith with the intent that there shall be a seamless interface between the provision of the Services and the Purchaser of the Services' other operations and services.

### **5.2 Restriction on the Service Provider**

The Service Provider shall not assign, underlet, charge, sell, bargain or otherwise deal in any way with the benefit of this Agreement in whole or in part except with the prior written consent of the Purchaser of the Services (which the Purchaser of the Services may in its absolute discretion refuse).

### **5.4 Service of Notices**

Should the service provider wish to serve notice to the Purchaser of the Service under this Agreement, it shall be in writing and may be served:

**5.4.1** by delivering the notice by hand to the Head of Customer Experience at the address shown below:

**Address:** The Barnet Group Ltd  
Barnet House,  
1255 High Road,  
London  
N20 OEJ

In which case the notice shall be deemed to have been served at the time it is so delivered provided a receipt is obtained, or

**5.4.2** by posting the notice in a pre-paid envelope sent recorded delivery addressed to the Purchaser of Services and marked clearly for the attention of the Head of Customer Experience at the address shown above, in which case the notice shall be deemed to have been duly served when a signature acknowledging it's receipt has been obtained,

Any notice required to be given to the Service Provider under this Agreement shall be in writing and may be served:

**5.4.3** by delivering the notice by hand to the Service Provider at its registered office in which case the notice shall be deemed to have been duly served at the time it is delivered, or

**5.4.4** by posting the notice in a pre-paid enveloped sent recorded delivery addressed to the Service Provider at its registered office in which case the notice shall be deemed to have been duly served the day following posting.

## **5.5 Entire Agreement**

Except where expressly provided in this Agreement, this Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this Agreement.

Each of the parties acknowledges that:

**5.5.1** it does not enter into this Agreement on the basis of and does not rely, and has not relied, upon any statement or representation (whether negligent or innocent) or warranty or other provision (in any case whether oral, written, express or implied) made or agreed to by any person (whether a party to this Agreement or not) except those expressly repeated or referred to in this Agreement and the only remedy or remedies available in respect of any misrepresentation or untrue statement made to it shall be any remedy available under this Agreement, and

**5.5.2** this clause shall not apply to any statement, representation or warranty made fraudulently, or to any provisions of this Agreement which was induced by fraud, for which the remedies available shall be all those available under the law governing this Agreement.

#### **5.6 Third Party Rights**

No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

#### **5.7 Information and Confidentiality**

The parties shall keep confidential all Confidential Information received by one party from the other party relating to this Agreement and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any such Confidential Information.

This duty of confidentiality, shall not apply to:

**5.7.1** any disclosure of information that is reasonably required by any person engaged in the performance of their obligations under this Agreement for the performance of those obligations,

**5.7.2** any matter which a party can demonstrate is already or becomes generally available and in the public domain otherwise than as a result of a breach of this clause 5.6 (Information and Confidentiality),

**5.7.3** any disclosure to enable a determination to be made under the dispute resolution procedure.

**5.7.4** any disclosure which is required pursuant to any statutory, legal (including any order of a court of competent jurisdiction) or Parliamentary obligation placed upon the party making the disclosure or the rules of any stock exchange or governmental or regulatory authority having the force of law or if not having the force of law, compliance with which is in accordance with the general practice of persons subject to the stock exchange or governmental or regulatory authority concerned,

**5.7.5** any disclosure of information which is already lawfully in the possession of the receiving

party, prior to its disclosure by the disclosing party,

5.7.6 any disclosure for the purpose of:

- 1-(a) the examination and certification of the Purchaser of the Services or the Service Provider's accounts
- 2-(b) complying with a proper request from either party's insurance adviser, or insurer on placing or renewing any insurance policies
- 3-(c) (Without prejudice to the generality of clause 6.6) compliance with the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004.

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Where disclosure is permitted under clause 5.7 other than under clauses 5.7.2, 5.7.4, or 5.7.5, the party providing the Information shall procure that the recipient of the information shall be subject to the same obligation of confidentiality as that contained in this Agreement.

For the purposes of:

5.7.7 the examination and certification of the Purchaser of the Services' accounts.

5.7.8 the Local Government Finance Act 1982 (and any other Legislation relating to the inspection, examination and auditing of the Purchaser of the Services' accounts), and

5.7.9 an examination pursuant to the Local Government Act 1999 of the economy, efficiency and effectiveness of which the Purchaser of the Services has performed its functions.

The auditors may examine such documents as he or it may reasonably require which are owned, held or otherwise within the control of the Service Provider and may require the Service Provider to produce such oral or written explanations as he or it considers necessary.

5.8 Signatures

This agreement at issue has been entered into by Barnet Homes and LBB.

Name:

Name:



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Elliott Sweetman

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Anisa Darr

Kevin Bartle

Director of Operations – Barnet Homes Elliott Sweetman

Interim Director of Resources  
Barnet Homes

Assistant Director of Operations

Date:

Date:

10/5/18



11/11/11