



Service Level Agreement (SLA)

**Between The Barnet Group Ltd and London Borough of
Barnet**

Information Systems

2017 - 19

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Change Control

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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 who is able to sign documentation on behalf of a 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 or 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 31st March 2019;

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;

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- (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;
 - (i) words preceding **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. Introduction

This Service Level Agreement defines the services that will be supplied by the London Borough of Barnet, (The Council) (**The Service Provider**) to The Barnet Group Ltd and its subsidiary companies Barnet Homes and Your Choice Limited (**the Purchaser of Services**) and the charges that will be levied for them. The services set out are those provided by the IS service of CAPITA Business Services to London Borough of Barnet and in turn to Barnet Homes and Your Choice Barnet Limited as a Council Partner, under the terms of the NSCSO Agreement held with London Borough of Barnet.

2. Services

The Agreement covers the services set out in this document to be provided by Capita IS Service on behalf of Barnet Council in relation to Information Systems.

The parties agree that the list of systems used by the Purchaser of Services and the Service Provider (Appendix D) and the summary of main IT support responsibilities (Appendix B) are accurate as at the Agreement Date.

3. Duration

The agreement covers the period from 1st April 2017 to 31st March 2019 inclusive. The agreement is subject to an annual renewal during the third quarter of each financial year to take effect from the 1st April of the following year, subject to any changes agreed by both parties arising from The Barnet Group Ltd's Best Value timetable for all support services.

4. Termination

Termination of this Agreement, either in its entirety or in part, 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 six (6) months written notice. For the purposes of the main Agreement between the Council and Capita Business Services, this will be treated as a partial termination and would be subject to the terms within the main agreement.

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 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:

1.1.1 to the Contract Manager through the monthly performance review meetings, and if the Contract Manager cannot resolve the difference of opinion or dispute it should be escalated for resolution;

1.1.2 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;

1.1.3 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.

a. Amendment

The Agreement is open to amendment at any time subject to agreement by both parties. Such amendments will be reflected into the body of the Agreement which will then be re-issued at the next available issue number. Amendments will be subject to a formal change control being agreed.

The amended agreement will become effective once it has been signed by an authorised officer from both the Council and The Barnet Group Ltd.

6. Support

a. Hours of Support

The Service actively provides support from 8AM to 6PM Monday to Friday excluding Bank & Public Holidays. The Service Desk provides a call logging and reasonable endeavours first time fix function 24/7 excluding Bank Holidays and Public Holidays.

b. Service Levels

All requests/notifications received within the Service Desk will be allocated one of the priority codes listed below. An automated email will be sent to the end user who raised the request confirming the call reference number, detail of their request and the priority assigned.

Priority	Description	Resolution	Example
P1	System down - No workaround available	4 hours	Network or email down Critical applications down
P2	Business Critical Failure	1 day	Serious problems directly impacting on the functionality or normal operations of the systems be actioned
P3	Non business critical failure – or work around available	3 days	Network or email down - affecting limited users Printing problems – no alternative solution available Permissions or password issues Application errors i.e. Office products need reinstalling Desktop email errors i.e. .pst issues profile issues
P4	Other system failure/incident	5 days	User unable to use PC, but temporary solution found Screen resolution issues Transaction or activity not available
S1	Service request	5 days	Creation, deletion of user accounts i.e. network, email, Installation of Software from Catalogue "How do I query"

Change	Change or Service Request	Agreed individually	Request for service not provided through other priorities May initiate a project
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c. Service Desk

The Service Desk is the primary point of contact for receipting and monitoring of incident and service requests and is available 24/7, excluding Bank and Public Holidays. All requests for service or incidents should be raised via the Service Desk as the first point of contact. Calls can be raised by:

- 1: Phone call on 0208 359 3333
- 2: Self Service via the Intranet
- 3: e-mail to service desk: ITServiceDesk@Barnet.gov.uk

d. Escalations

If any activities carried out by the ICT Service require escalation, the following contact details outline the levels of escalation.

If possible the first escalation should be with the service desk or the member of staff identified as dealing with the call.

The Service Delivery Manager for ICT is the escalation point for any issues which require escalation beyond the officer or team manager dealing with the call.

Contact Details;

Adam Hussain

ICT Service Delivery Manager
Customer and Support Group (CSG)
London Borough of Barnet, North London Business Park,
Oakleigh Road South, London N11 1NP
Tel: 020 8359 7996
Mobile 07720207635
E-Mail adam.hussain@barnet.gov.uk

Where escalation to the ICT Service Delivery Manager is not appropriate or has been unsuccessful then the next level of escalation is to the LBB Client Lead for the ICT Service:

Contact Details:

Jenny Obee

Head of Information Management
Commissioning Group
London Borough of Barnet,
North London Business Park, Oakleigh Road South, London N11 1NP
Tel: 020 8359 4859
Mob: 07917 173317

e. Annual Charges

The following table (1A) indicate the charges that will be levied for the services supplied to The Barnet Group Ltd and its subsidiary companies. A description of services is defined in Appendix B. These charges cover the basic day-to-day ongoing and ad-hoc services to be delivered.

From time to time, the Council may as part of its ICT improvement programme propose investment in the ICT infrastructure and Corporate Systems. Where The Barnet Group Ltd and/or its subsidiary companies are a beneficiary of such an improvement, the Council will wish to discuss what contribution The Barnet Group Ltd should make to that improvement.

Fixed and variable cost services will be charged quarterly in arrears.



Table A1

Service	Unit Cost (£)	Max Volume	Cost (£)
Data Network (WAN/LAN), Infrastructure provision, telephony, desktop/tablet (includes hardware under warranty) Includes Exchange	1,164.60	420	489,132.00
Only e-mail and AD account for system access	61.30	50	3,065.00
Generic e-mail accounts	49.00	50	2,450.00
IPAD SERVICE-First Touch	593.80	200	118,760.00
Aareon Support & Maintenance	23,201.99	1	23,201.99
Virtual Private Network VPN Support	30.70	202	6,201.40
Hard Disk encryption	44.10	230	10,143.00
RSA Token	49.00	202	9,898.00
Citrix Remote Access Support	8.30	202	1,676.60
Citrix Access Gateway Universal License	29.50	202	5,959.00
Citrix XenApp Enterprise License	30.80	500	15,400.00
CITRIX Support	21,791.60	1	21,791.60
Swordfish Support & maintenance	9,807.20	1	9,807.20
Send & Encrypt	55.20	30	1,656.00
SAN Storage (for additional Storage above baseline)			
Backup Capacity (additional Capacity above baseline)			
Blackberry Support & maintenance	123.80	118	14,608.40
Totals	57,040.89	2,371	733,750.19



f. Additional Services

From time to time the Barnet Group may wish to commission Capita IT via the Service Provider's Commercial Services directorate to undertake project work or will require additional technical resources. Services should be commissioned on the following basis:

- Additional ICT resources can be requested under this agreement and will be charged the contractual rate card for ICT resources (table A2) as set out in the NSCSO Agreement (Schedule 4) with the Council or at a rate agreed by both parties. This will be requested by the Special Project Resource Request template
- Additional services can be requested and this agreement amended through a contract change request as set out in the NSCSO Agreement. The performance criteria for additional services will be as stated in the agreed Terms of Reference, Functional Specification or equivalent documents as agreed by both parties
- New projects can be commissioned using the Special Projects process as set out in the NSCSO Agreement (Schedule 15) and can be commissioned using the Special Projects Initiation Request form.

All projects and additional services will be charged via the Council in line with the terms of the NSCSO Agreement and will be recharged to The Barnet Group by the Councils Financial client team on a basis agreed between them.

Table A2

	Daily Rate 1-5 Days	Daily Rate 6 - 49 Days	Daily Rate 50 + Days
IT Director	£1,015	£965	£914
Lead Solutions Architect / Technical Design Authority	£970	£922	£873
Lead Service Manager / Service Delivery Architect	£970	£922	£873
Managing IT Consultant	£888	£844	£800
Principal Service Delivery Manager	£739	£703	£666
Principal Project Manager	£739	£703	£666
Project Manager	£512	£486	£461
Principal IT Consultant	£728	£692	£656
Solution / Applications Specialist	£646	£614	£582
Senior Service Designer / Delivery Specialist	£631	£600	£568
Senior IT Consultant	£625	£594	£563
Analyst / Programmer	£466	£443	£420
IT Consultant	£462	£439	£416
Junior Analyst / Programmer	£455	£433	£410
Service Analyst / Designer	£439	£418	£396

Junior IT Consultant	£404	£384	£364
Junior Support / Service Analyst	£382	£363	£344

g. Storage Consumption

Table A3 shows the consumption of storage that is used and backed up for TBG in terabytes

Additional Storage is charged at £0.36 per Gigabyte
 Additional Backup Capacity is charged at £0.40 per Gigabyte

(table A3 to be base lined)

Table A3

Storage	No Users	Total Storage	Baseline
SAN		19.8	19.8
Applications		12	12
Exchange	470	1 GIG Per User	470 GIG

h. 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 those services, subject to the appropriate governance through the Councils commercial. In order to facilitate the arrangement of such extensions, requests should be submitted to the appropriate section at least ten (10) Business Days in advance of the requirement.

i. Service Failures & Performance Monitoring

The performance of this Agreement will be monitored by the Service Providers' nominated representatives, namely the Senior Service Delivery Manager (IS) or his/her representative and the Purchaser of Services Head of Business Support or his/her representative. In the event that either party feels that the Service Providers' performance is unacceptable, a review will be held by the signatories of this Agreement.

Each month, at dates to be agreed, the Service Providers' representatives (IS) or their nominated representatives will meet with the Purchaser of Services' IT Services to review the performance of those services. The 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. The frequency of these meetings will be reviewed on a quarterly basis.

In the event of a major service failure, the Authority will invoke the procedures laid down in their Failure Contingency Plan or equivalent. The Authority will assist the Purchaser of Services in test critical DR processes (e.g. infrastructure) once a year. This will be subject to agreeing a detailed DR Plan, costings and constraints

6. General Provisions

6.1 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 Services' other operations and services.

6.2 Service of Notices

Any notice required to be given to by parties under this agreement shall be in writing and may be served:

6.4.1 by delivering the notice by hand to the relevant contract manager at the registered business address. In which case the notice shall be deemed to be served at the time it is so delivered, provided that a receipt is obtained;

and copied to the Councils Commercial Performance and Development Manager, Geraldine Edwards at:

1st floor, Building 2, North London Business Park, Oakleigh Road South, London N11 1NP,

6.4.2 by posting the notice in a pre-paid envelope sent recorded delivery addressed to the relevant party and marked clearly for the attention of the [Contract Manager] at the designated business address, in which case the notice shall be deemed to have been duly served when a signature acknowledging its receipt has been obtained,

6.5 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:

6.5.1 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

6.5.2 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.

6.6 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.

6.7 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:

- 6.7.1** 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,
- 6.7.2** 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 6.7 (Information and Confidentiality),
- 6.7.3** any disclosure to enable a determination to be made under the dispute resolution procedure,
- 6.7.4** 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,
- 6.7.5** any disclosure of Information which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party,
- 6.7.6** any disclosure for the purpose of:
 - (a) the examination and certification of the Purchaser of Services or the Service Providers' accounts,

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- (b) complying with a proper request from either party's insurance adviser, or insurer on placing or renewing any insurance policies, or
 - (c) (without prejudice to the generality of clause 6.7) compliance with the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004.

Where disclosure is permitted under clause 6.7 other than under clauses 6.7.2, 6.7.4, or 6.7.5, 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:

- 6.7.7** the examination and certification of the Purchaser of Services' accounts,
- 6.7.8** the Local Government Finance Act 1982 (and any other Legislation relating to the inspection, examination and auditing of the Purchaser of Services' accounts), and
- 6.7.9** an examination pursuant to the Local Government Act 1999 of the economy, efficiency and effectiveness of which the Purchaser of 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 both the Service Provider and the Purchaser of Services as attested to by:-

Print name:



**Director Corporate Services
The Barnet Group Limited**

Date:

26/6/18

Print name:

**Interim Resources Director
London Borough of Barnet**

Date:

Appendix A - Service Charges Assumptions

The service charges quoted in section 2 have taken into consideration the following assumptions:

- For new services, no provision has been made for the cost of proprietary items such as software and hardware. These elements are assumed to be The Barnet Group Ltd funded.

Appendix B - Description of Services

The sections below define the services that will be provided by the Council to The Barnet Group Ltd and its subsidiary companies under the terms of this agreement.

B.1 Data Network and Infrastructure Provision

The Council will provide, either directly or through its established third party providers, the following services to support use of the network and utility infrastructure servers:

- maintain the infrastructure server operating systems
- ensure infrastructure server hardware is maintained
- provide ongoing availability of the network facilities
- provide and support the technical environment required for the The Barnet Group Ltd's and subsidiary companies Intranets
- provide and support facilities used to access the The Barnet Group Ltd and subsidiary companies Internet
- maintain, provide and support e-mail servers, firewalls, remote access systems and web cache environments
- perform backup and restore of e-mail data
- investigate and resolve network or infrastructure server issues raised by The Barnet Group Ltd and subsidiary company staff, whether they be hardware or operating software
- routine server monitoring and housekeeping for infrastructure servers.
- Routine network monitoring and housekeeping.
- routine server monitoring and housekeeping for those systems for which the Council has systems administrative responsibility
- maintenance of antivirus systems.
- ensure any existing programmes of key system health checks are carried out

B.2 Telephony

The Council will provide and support the telephony infrastructure to enable The Barnet Group Ltd and its subsidiary companies to deliver its business objectives, in particular the Barnet Homes Call Centre's functionality. The services here will be comparable to those provided for the Data Network and Infrastructure.

B.3 Desktop Support

The Council will provide, either directly or through its established third party providers, the following services to support desktop and departmental system use:

- Carry out those activities stemming from changes in The Barnet Group Ltd or subsidiary companies (excluding separately chargeable activities) workforce, including setting up accounts, issuing passwords and setting up access to systems for which the Council has systems administrative responsibility.
- ensure regular backup and restore of server data where the Council has systems administrative responsibility.
- ensure any existing programmes of key system health checks are carried out
- provide routine advice and guidance on the use of desktop equipment and desktop standard software (more complex advice would be delivered under additionally chargeable consultancy or training services).
- set up and maintain e-mail addresses within the agreed timeframes
- investigate and resolve desktop faults and problems raised by The Barnet Group Ltd or subsidiary companies' staff, with respect to operating systems, software and hardware.

B.4 Service Desk

CAPITA will provide a service desk function to all end users.

- Single point of contact for user community for all services provided under this agreement
- Active call management, from receipt to satisfactory resolution
- 24/7 Call logging

B.5 Account Management

The Account Management function will be provided as part of this agreement.

B.6 Hardware and Software Procurement and Installation

As an additionally chargeable service, the Council will carry out the purchase and installation of PCs, Tablet PCs, Laptops and associated equipment for The Barnet Group Ltd and its subsidiary companies. This will include ordering, receiving deliveries, storage, loading software, delivery to site and installation.

B.7 Remote Access to Corporate Systems

The Council will provide and support remote access via Citrix and Virtual Private Networking (VPN) to the corporate systems as detailed in section 2.1 of this agreement. The Council will provide necessary training and authentication equipment (i.e. Citrix fobs/RSA token) to named staff from The Barnet Group Ltd and its subsidiary companies.

Appendix C – Responsibilities of The Barnet Group Ltd and its Subsidiary Companies

In order to facilitate the successful delivery of the services covered by the agreement, The Barnet Group Ltd and its subsidiary companies undertake to: -

- C.1 receive the charges and make payment for the services as specified in this agreement.
- C.2 provide such access as may reasonably be deemed necessary to any premises, plans, information, staff etc. as are required to allow the services to be delivered by the Council.
- C.3 reimburse the Council for any damage caused to its equipment as a result of client misuse.
- C.4 provide a named officer(s) to act as the contact point for The Barnet Group Ltd and its subsidiary companies with respect to the provision of the various services covered by the agreement, including the initial reporting of any ICT related problems or service requests.
- C.5 provide any inputs necessary for the provision of the services in accordance with the agreed production run schedules.
- C.6 take all reasonable measures to ensure that the requirements of all relevant Acts such as the Data Protection Act or the Copyright Act are complied with.
- C.7 ensure that the IT provision by The Barnet Group Ltd and its subsidiary companies complies with relevant Health and Safety guidelines and the Council's corporate standards.
- C.8 maintain an inventory of all IT equipment to be supported by the Council and notify the Council of all staff changes and associated IT requirements.
- C.9 contribute to the testing of LBB's Disaster Recovery plan as and when required
- C.10 log all requests for implementation and support services from Information Systems through the IS Help Desk
- C.11 maintain the infrastructure integrity by not removing/attaching any item of ICT to or from the Council's networks, not prejudicing the security of the Council's systems and not introducing viruses or other forms of malicious code onto the Council's networks.

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- C.12 not attempt to adjust or repair any item of hardware or software where maintenance of the item is the responsibility of the Council or where the item of hardware or software is connected to or to be connected to the Council's networks.
 - C.14 not install or modify any software that is to be used on the Council's networks unless agreed by the Council.
 - C.15 Provide one or more named officers authorised to request access to data and systems owned by TBG.

Appendix D – List of Systems used by The Barnet Group Ltd, its subsidiary companies and the Council

Application	Business Function	Business Owner	
KEYFAX (OMFAX)	Raising Work Orders online	The Barnet Group Ltd (Barnet Homes)	
Swift	Social Services client information		Council
Open Revenues	Housing Benefits & CTAX		Council
Columbus	Electronic reports repository		Council
AXIS	Cash receipting system		Council
LHS Right to Buy Database	Administers Right to Buy applications	The Barnet Group Ltd (Barnet Homes)	
QL	Housing management system	The Barnet Group	Aareon
Covalent	Business Intelligence System	The Barnet Group	Covalent
iTrent	HR system	The Barnet Group	Midland HR
Integra	Finance system	The Barnet Group	Capita
Swordfish	Electronic document management	The Barnet Group	Capita

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12
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