



Service Level Agreement (SLA)

between

London Borough of Barnet

and

Barnet Homes Ltd

Fleet Management and the provision of Operator Licence requirements in regard to the Barnet Homes Fleet

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Date: **1 April 2017**

Version: **V12**

Status: **Final**

Change Control

Item	Reason for Change	Version	Author	Date
1	Document Creation	1	BMc	Nov 12
2	Revised draft	2	PB	Dec 12
3	Final	3	BMc	21/05/13
4	Annual Update	4	PB	01/04/14
5	Annual Update Draft	5	PB	01/04/15
6	Annual Update Final	6	PB/VT/MH	07/05/15
7	Annual Update Draft	7	PB/VT/EB	01/04/16
8	Annual Update Final	8	PB/VT/EB	07/05/16
9	Appendix B1 Updated	9	VT	15/06/16
10	Appendix B1 Updated	10	PB	15/11/16
11	Annual Update - Draft	11	PB	02/03/17
12	Annual Update - Final	12	PB/VT	06/03/17

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1. 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 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 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 2018;

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;
- (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

1.1 Introduction

The Agreement defines the Services that will be supplied by the London Borough of Barnet Transport Services Department (**Service Provider**) to Barnet Homes Ltd (**Purchaser of Services**) and the charges that will be levied for them.

1.2 Services

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

The legal Certificate of Professional Competence (CPC) holder and advisor to Barnet Homes Ltd in regard to the provision and maintenance of the vehicles in accordance with the Vehicle Operating Standards Agency operators' licence.

These services will be provided by the council's Vehicle Maintenance Services at Mill Hill Depot and recharged in accordance with the terms and pricing schedules in Appendix A.

The Barnet Homes fleet maintenance and related other works schedules to be provided by Transport Services as they are due.

1.3 Commencement and Duration

This Agreement covers the period from 1st April 2017 to 31st March 2018 inclusive.

This 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 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 part¹, 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 [3] months written notice, excluding lease vehicle agreement termination clauses.

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 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.

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

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

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

Appendix A Fleet Maintenance Charges 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

The following charges will be levied for the Services.

(see Appendix A Fleet Maintenance Charges)

2.2 Managed Service Charge

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

(See Appendix A – Fleet Management Charges)

Special Note – The Service Provider will provide audited evidence in relation to any indices increases affecting the charges

3. Performance Levels

The table below indicates the minimum performance criteria expected of the Service Provider when delivering the Services. These minimum performance criteria are in addition to any that may be contained in the general description of the Services as contained in Appendix B. Through open and honest dialogue both parties to this Agreement will work jointly towards identifying efficiencies in line with agreed efficiency targets.

Performance levels will be reviewed at the periodic meetings between the parties as set out in clause 4 and may be considered when deciding on any extensions to the Services as set out in clause 3.2.

3.1 Target Response and Resolution Times

Description	Resolution	Target %	Responsible Person
Vehicle Uptime Light vehicles & Vans	(Excludes damage related repairs)	97%	Operations Manager - Fleet Management LBB
Vehicle Uptime Light Commercial	(Excludes damage related repairs)	95%	Operations Manager - Fleet Management
Vehicle repairs	Vehicles to be operational by 07.30 mon to sat. Notification in writing where any delay has	95%	Operations Manager - Fleet Management LBB

Description	Resolution	Target %	Responsible Person
	been incurred with reason		
Breakdown Response times Normal Hours Breakdown Response Time Out of Normal Hours	In the Borough 45mins Out of Borough 60mins 60mins	95%	Operations Manager - Fleet Management LBB
Identify Driver Hour infringements		100%	Operations Manager - Fleet Management LBB

3.2 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 arrangement of such extensions, requests should be submitted to the appropriate section at least thirty (30) Business Days in advance of the requirement.

The Service Provider will formally advise the Purchaser of Services of rates for extensions to Services. The actual price to be charged for any particular extension will be subject to confirmation at the time the request is made.

4. Performance Monitoring and Reporting

The performance of this Agreement will be monitored at bi-monthly partnership meetings attended by the Purchaser of Services Senior Risk & Compliance Manager, and the Service Provider's Environmental Services Manager - Transport. 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, which shall be recorded within an improvement plan.

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.

4.1 Information to be supplied

In order to allow the periodic performance review meetings to be conducted on a meaningful basis, the Service Provider's and the Purchaser of Services' will publish agreed details of the actual performance of each of the Services.

Service Criteria: As per item 3.1

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 Transfer of the Agreement by the Purchaser of the Services

The rights and obligations of the Purchaser of the Services under this Agreement shall not be assigned, novated or otherwise transferred (whether by virtue of any Legislation or any scheme pursuant to any Legislation or otherwise) to any person.

5.3 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

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

5.4.1 by delivering the notice by hand to the Senior Risk & Compliance Manager at Barnet Homes Ltd., Barnet House, 1255 High Road, Whetstone, N20 0EJ 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 Senior Risk & Compliance Manager at the address shown above, in which case the notice shall be deemed to have been duly served when a signature acknowledging its 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 (Nominated Officer) at Transport Services Dept, Mill Hill Depot, Bittacy Hill, NW7 1BL (or alternative location post July 2017) in which case the notice shall be deemed to have been duly served at the time it is so delivered, or

5.4.4 by posting the notice in a pre-paid enveloped sent recorded delivery addressed to the Service Provider at Transport Services Dept, Mill Hill Depot, Bittacy Hill, NW7 1BL (or alternative location post July 2017) in which case the notice shall be deemed to have been duly served the day following posting.

5.5 Entire 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 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:

5.6.1 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,

5.6.2 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),

5.6.3 any disclosure to enable a determination to be made under the dispute resolution procedure,

5.6.4 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,

5.6.5 any disclosure of information which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party,

5.6.6 any disclosure for the purpose of:

- (a) the examination and certification of the Purchaser of the Services or the Service Provider's accounts,

- (b) complying with a proper request from either party's insurance adviser, or insurer on placing or renewing any insurance policies,
- (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.

Where disclosure is permitted under clause 5.6 other than under clauses 5.6.2, 5.6.4, or 5.6.5, 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:

- 5.6.7** the examination and certification of the Purchaser of the Services' accounts,
- 5.6.8** 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
- 5.6.9** 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.

5.7 Signatures

This Agreement has been entered into by both the Service Provider and the Purchaser of Services as attested to by:-

Name: **David Hann**



Director of Property

On behalf of Barnet Homes

Date: 12 / 4 / 2017

Name: **Shaun Morley**



Interim Director, Street Scene

**On behalf of Transport Service,
London Borough of Barnet**

Date: 25 / 03 / 2017

Service Charges Assumptions

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

(i) TRANSPORT RATES:

(a) Labour rates for chargeable work will be £42.00 per hour for in house repairs carried out by LBB's Vehicle Maintenance facilities

(b) Contractor Parts On Cost :

Parts pricing structure: Nett Purchase Price: PAR

(c) Repairs and Maintenance Contract charging structure to be reviewed annually

(d) BH Operator Licence management fee at a fixed sum of: £7,800.00 p. a. until the conclusion of this SLA or 31 March 2018, which comes sooner

(Based on 3 hours per week @ £50 /hr for 52 weeks per annum)

(e) Contractor's Repairs and Services On-Cost rate

Contractor's Repairs and MOT pricing structure: Will be charged at Nett Purchase Price.

(f) Supplies and Services not included above will be charged at Nett Purchase price.

Description of Services

The sections below define the services that will be provided by the Service Provider to the Purchaser of Services under the terms of this Agreement.

This agreement is designed to deliver and maintain the agreed fleet between Barnet Homes (BH) and London Borough of Barnet (LBB). The agreement covers the period from 1 April 2017 to 31 March 2018 inclusive.

- 1.1 LBB to be the primary provider of vehicles to BH through this Service Level Agreement (SLA), utilising external resources where necessary through contracts with outside transport providers.
- 1.2 The objective is to provide a high quality and efficient service, which is responsive to the changing needs and priorities of BH and its clients within the constraints of finite resources and the terms agreed herein.

2. SERVICE LEVEL AGREEMENT OBJECTIVES

The agreement covers the following categories of service:-

- 2.1 The provision of appropriate vehicles for supporting BH's Caretaker Service as specified in this agreement.
- 2.2 The transport mentioned within Clause 2.1 includes the provision and maintenance of vehicles suitable for the purpose defined, and the provision of fleet management services in support of this agreement, including BH's Operator License licence holder requirements.
- 2.3 BHs shall be responsible in conjunction with the LBB for the management of the Operator Licence. The LBB (Nominated Officer) will be BH's operator Licence holder to provide operational and legal advice to BH's for the duration of the SLA and for the provision of operational advice in accordance with the regulations in respect of: vehicle maintenance, defect reporting, driver licensing, driver hours, speeding and over loading of BH's vehicles.
- 2.4 BHs shall be responsible for all costs arising from this service provision, including those that result from service reduction, changes in vehicle type, driver requirements that arise from legislation and the management of BH's Operator Licence.

3. Maintenance & Repairs

3.1. Overview

The agreed list of vehicles required by BH is shown in Appendix (B- 2) Fleet List. These vehicles to be made available for scheduled maintenance as indicated on the monthly Service Schedule Appendix (B-1) issued by Transport Services (TS). BH will be responsible for all transport maintenance/repair costs arising out of the following:

a) Operating Lease agreements:

Maintenance and repairs, including fair wear and tear, damage or misuse, neglect or tyre are excluded from the vehicle Operating Lease agreement and therefore are chargeable to BH.

b) Penalties/ Fines:

Any penalty/fine by the Enforcement Agencies relating to the mechanical condition of the vehicle where the defect has not been reported to LBB.

Any penalty/fine by the Enforcement Agencies or local authority in breach of any road traffic regulations.

Any penalty/fine by the Enforcement Agencies or a local authority where the driver is in breach of any road traffic regulations or Traffic Act(s) or relevant legislative acts relating to the use of the fleet vehicle or other vehicle operated by BH or a BH's driver.

c) Arbitration:

BH's Head of Corporate Services and LBB's Director of Environment, Planning & Regeneration will arbitrate on any dispute between BH and LBB on any items (a) to (e), with all decisions being binding on both parties.

3.2. LBB & BH's Responsibilities:

(a) Operator Licence: - LBB will maintain a Standard Haulage Operators Licence as required under Goods Vehicle Operators Licensing. BH will be responsible for compliance with Operator Licence regulations and any special conditions under the Barnet Homes Operator Licence. LBB (Nominated Officer) will provide operational and legal advice to BH's for the duration of the SLA

(b) Vehicle Maintenance: - All vehicle maintenance and repair works are to be completed by LBB, at the nominated premises, currently located at Mill Hill Depot (or sub-contracted at the sole discretion of LBB (Nominated Officer).

BH's Operations Manager in conjunction with the LBB's Nominated Officer - Transport or nominees can approve alterations, modifications or improvements to the agreed fleet vehicles (subject to the lease company's approval).

- (c) **Scheduled Maintenance:** - LBB's shall provide BH's Operations Manager a vehicle maintenance schedule at least two weeks prior to any service appointment date. BH's or LBB representative may change any service appointment by agreement up to 24 hours before the time of the scheduled appointment. It is BH's responsibility to submit vehicles for maintenance in accordance with the agreed schedules.

In the event that a vehicle is not presented to the Transport Reception at the required date and time BH's shall be charged the labour element cost of the scheduled service.

In the event that the service cannot be completed on the scheduled service date, LBB shall be responsible for arranging an alternative service date in agreement with BH's representative.

With the exception of MoT test preparation and testing all Scheduled Maintenance will be completed outside operational hours (where practicable).

MOT Tests and major 'C' services will be scheduled to commence after work on Fridays and completed by the following Wednesday (available for work on Thursday), dependent on MoT Test date issued by the Vehicle Inspectorate.

- (d) All non-scheduled work must be reported to the Transport Reception that operates:

Monday – Friday	06.30 a.m. – 21.30 p.m.
Saturday	06.30 a.m. until 16.00 p.m. (Optional)

- (e) Operational Management Risks to be adhered to as per Appendix D (Risk Table), and shall be reviewed periodically, as part of the SLA change control process

4. **BREAKDOWNS/CALLOUTS**

LBB transport Services will respond to breakdowns/callouts as follows:-

Within Borough:

Vehicles returning to Mill Hill Depot and/or roadside repairs will be carried out within a maximum of 1 hour which will consist of 15 minutes diagnostic time and 45 minutes repair time.

Where it is determined that the vehicle cannot be repaired within the specified time limit the vehicle will be recovered to Mill Hill Depot for repair.

The total cost of the repair including parts and material and the cost of any spare vehicle will be borne by the BH.

Out of Borough:

Vehicles returning to Mill Hill Depot and/or roadside repairs will be carried out either by an external agency e.g. RAC Recovery or maintenance staff, within a maximum of 4 hours of the reporting the breakdown to Transport Services.

5. VEHICLE AVAILABILITY

5.1 BH shall be responsible for the cost of hire of all additional and/ or replacement vehicles that have been authorised by BH.

5.2 Where practicable BH shall arrange all spot hire via LBB. LBB shall procure (where practical) all spot hire vehicles as authorised by LBB/BH, as soon as possible or within 24 hours of a request being made by the Authorising Officer. Where the required vehicle is not available, a vehicle of a similar type, capacity and capable of performing the same operation.

6. INSURANCE / ACCIDENT PROCEDURES

6.1 Insurance Policy: -

- i) BH's vehicles are covered by LBB's Insurance Policy covering authorised use by BH pursuant of their business, including drivers operating from home.
- ii) The vehicles are covered for all third party loss / damage caused by / attributed to the drivers' actions and under the control / instructions of BH.
- iii) All accidents / incidents must be reported to BH Supervisors and to LBB Fleet Services on the same day of the alleged accident. If this is not feasible, then it must be reported within 24 hours.
- iv) A substitute vehicle is not provided for a claim for loss or damage under the policy without charge to BH at the appropriate rate.
- v) Vehicle hire charges will continue for the period the vehicle is out of service in accordance with the charge rates appropriate to a hire period equivalent to the essential out of service period.
- vi) BH fleet vehicles are insured for use on BH and/or council's business only. Under no circumstances can they be used for what is classed as Social, Domestic and Pleasure purposes. BH does not have any authority to give permission for such use under any circumstances.
- vii) The operation and use of the vehicles and equipment must conform to the Health and Safety at Work Act 1974 and other statutory requirements. All operatives must be trained and familiar with the vehicle / plant in operation.
- viii) In the event of an incident BH's failure to report an accident/incident to Transport Services or completing a claim form could result in BH paying for all resulting claim(s) costs.
- ix) In the event of a BH's failure to operate the vehicles within the agreed terms of the insurance policy could result in insurance claim being void and BH funding all resulting claim(s) costs.

7. BARNET HOMES SERVICE OBLIGATIONS

- (a) **Fleet Records:** - BH shall be responsible for obtaining and maintaining an Operating Log covering all vehicles utilised (including spare vehicle provision) as applicable under all current legislation, providing a copy to the Nominated Officer-Transport within 24 hours of any changes to the BH's vehicles.
- (b) **Nominated Representative:** BH shall nominate a Post holder who shall be the Officer responsible for the day to day contact with the LBB Nominated Officer - Transport or his nominee.
- (c) **Driver Licences:** - BH shall be responsible for carrying out Driver Licence checks twice per year and for new drivers on appointment to ensure all drivers hold a current licence for the class of vehicle they are required to drive in their BH employment.
- (d) **Eye Tests:** - BH shall be responsible for conducting Driver eyesight checks twice yearly and obtain signed declaration for feedback to LBB Transport section

BH shall be responsible for ensuring that their Drivers' Daily Checks are completed and a Daily Defect check sheet and defect report are completed as described in the Drivers Handbook.

7.1 Vehicle Presentation.

- i) In the event that a BH vehicle is not presented to LBB Transport Services on the agreed date at the time required for the planned maintenance. BHs will be liable for the labour element cost of the scheduled service, unless LBB previously agreed the change to the planned maintenance appointment.
- ii) All non-scheduled work must be reported to LBB Transport Services (Tel 0208 359 – 5103, 5107, 5108) Monday – Friday between the hours of: 07.00 - 18.00 for repairs and support during all other hours to contact the Duty Standby Officer on 07984 487358.
- iii) Where the Transport Workshop is temporarily closed, BH's drivers post the Defect Report and vehicle keys, within the LBB office letterbox. Vehicle breakdown number is 020 8359 5107

8.0 Barnet Home's Responsibilities

In order to facilitate the successful delivery of the Services covered by this Agreement, the BH undertake to: -

- (i) Receive the charges and make payment for the Services as specified in this Agreement on a monthly basis upon receipt of the Service Provider's invoice
- (ii) Provide such vehicles in accordance with the Maintenance Plan

Appendix B to Mill Hill Depot Transport Services Dept on the due the due date and time allocated within the plan.

- (iii) Provide a named officer(s) to act as the contact point for the Purchaser of Services with respect to the provision of the various Services covered by this Agreement,
- (iv) Take all reasonable measures to ensure that the requirements of all relevant legislation including VOSA Operator Licence compliance and the Transport Acts and related legislation are complied with
- (v) Provide accurate and timely information, to facilitate financial reports according to the prescribed deadlines

9. VEHICLE WASHING

- (a) BH is responsible for the washing and cleanliness of their vehicles.

10. INVOICING

(a) Standard Hire Charges

- i) Hire charges as per the Transport Rates will be invoiced **monthly**.
- ii) BH will pay the invoiced amount including VAT within 30 days as per agreed terms.

(b) Spot Hire Charges

- i) BH shall accompany all transport requests with written authorisation prior to LBB arranging to spot hire vehicles on BH's behalf.
- ii) LBB will supply BH with an **analysis report** of spot hire charges incurred at the end of each **calendar month**.
- iii) LBB shall raise an Invoice for spot hire charges incurred during the previous month.
- iv) In the event of an invoice query, BH shall contact LBB within 30 days of the invoice date; otherwise BH will be liable for the invoiced amount including VAT within 30 days as per agreed terms.

(c) Ad Hoc Repair Charges

- i) LBB shall carry out ad-hoc repair work for BH as authorised by BH and upon receipt of written authorisation.
- ii) LBB shall supply BH with an analysis of ad-hoc repair charges incurred during the month.
- iii) LBB shall invoice BH monthly for ad hoc repair charges incurred during the previous month as agreed by BH on receipt of the monthly breakdown.
- iv) In the event of a query on an invoice BH will contact LBB within 30 days of receipt,
- v) BH to pay invoices including VAT within 30 days as per agreed terms.

d) Variations to Standard Hire Charges

- (i) Variations to the standard Hire Charges as per LBB rates as above will

- be applied to invoices on the month following notification of the change.
- (ii) Variations will include any credits or charges (where applicable) relating to vehicle lease charges only.
 - (iii) Variations shall only apply in respect to the following: -
 - End of Lease – Off hire of vehicle(s).
 - Terminations of vehicle(s), plant and equipment (where a lease payment termination charge may be applicable) dependant on the lease value outstanding.
 - Theft of vehicle(s), plant and equipment (termination charge may be applicable) dependant on the lease value outstanding.
 - Road Fund licence increase in licence fee.
 - v) BH will pay the invoiced amount including VAT within 30 days as per agreed terms or in accordance with the terms of the lease.

Important Note: - LBB Transport must invoice Barnet Homes monthly. If costs are unknown, an indicative cost is to be charged (in line with known costs previously invoiced). Reconciliation can be made once the costs are known on the next invoice. In the case of Insurance, an indicative cost is to be allowed per month, and any reconciliation is to be made on the final months invoice. (e.g. the March invoice), when the full annual costs are known.

10. FLEET PROCUREMENT AND TERMINATION.

10.1 Fleet Procurement

- i. Where new or replacement vehicles are required, a vehicle specification shall be agreed between BH and LBB.
- ii. LBB shall collaborate with BH to develop a vehicles specification on which LBB will attain competitive purchase price, lease or other finance arrangements for a given period.
- iii. BH management will be responsible for obtaining financial authority for the procurement of new or replacement vehicles before requesting LBB to proceed and BH must issue LBB with a signed order.

10.2 Fleet Terminations

- i. BH will be responsible for the costs of a vehicle for the duration of its lease, where such a lease was agreed by BH.
- ii. Where BH's leased vehicles become surplus before the termination date, any early termination charges will be the responsibility of BH.
- iii. BH will be liable for the full year management and insurance charges, a credit will be arranged for any lease overpayment due (where applicable).

11 SERVICE LEVEL AGREEMENT REVIEW

11.1 Annual Review

BH and LBB representatives shall meet annually to review the SLA for the preceding financial year. The outcomes of the review meeting will be reflected in the revised SLA document for the following year.

11.2 Six Monthly Review

- (i) BH and LBB shall meet every six months to review the SLA for the preceding financial period.

- (ii) Outcomes from the periodic meetings will form part of the SLA annual review.

11.3 Annual Charges

- (i) LBB shall provide BH with annual costs based upon lease charge or equivalent, insurance and the Transport Overhead for each vehicle within BH's fleet.
- (ii) Lease charge(s) shall be based upon the actual annual cost per vehicle or equivalent.
- (iii) The annual insurance charge will be based upon : -
70% based upon past 3 calendar years' claims experience.
30% on vehicle industry weighting factor per type of vehicle.
- (iv) Transport Overhead equates to a percentage (%) based on vehicle industry weighting factor per type of vehicle. The weighting factor is set by LBB and applied across the councils' and BH's fleet without exception.
- (v) LBB shall apply a management charge for the administration of BH's Operator Licence..

11.4 Maintenance Recharge Rate

- (i) LBB shall provide the Maintenance Recharge Rate to be used in respect of all rechargeable repairs
- (ii) In the absence of or until the Maintenance Recharge Rate is agreed the current Maintenance Recharge Rate plus RPI increase shall prevail.

12. LBB PERFORMANCE INDICATORS

LBB shall monitor their performance against the following key performance indicators (KPI) and report the results for the preceding month at the periodic SLA review meeting.

- (i) **Planned Maintenance:**
The BH's vehicles to be serviced as specified in the agreed service schedule between Monday to Friday and ready for use from 07.30 a.m. the next working day where possible, in accordance with LBB supplied maintenance schedule.
- (ii) **MOT Tests:**
Vehicles in preparation for the annual MOT Test and the MOT Test appointment shall result in the vehicle being unavailable for normal use for up to 4 working days dependent upon type of test and vehicle condition.
- (iii) **Breakdowns:**
 - a. Response times as indicated within Section 4.
- (iv) **Repairs:**
 - a. Vehicles to be operational by 07.30 next working day, or a non availability statement to be provided by LBB.
 - b. Vehicle downtime due to: fair wear and tear, tyre failure, neglect, misuse and damage to be reported to BH following the repair by vehicle type per calendar month.

c. Vehicle downtime due to repeat work to be reported to BH at the time of the repair by vehicle type per calendar month.

(v) **Vehicle Availability – (Uptime): -**

LBB shall ensure that each vehicle's annual availability (uptime) attained meets or exceeds the following: -

- **Light vehicles/vans** 97%
- **Light Commercials** 95%

Downtime calculations to be based upon the normal working hours between Monday and Friday (here practicable).

(vi) **Spot Hire timescales: -**

- a. In respect to external hire requests by BH, LBB will aim to source a vehicle within 4 hrs (where ordered prior to midday & subject to availability) for use at the start of work (07.30 am) the next working day.
- b. LBB to aim long term hired vehicles maintenance is not undertaken within operational hours without the hire company providing a replacement vehicle.

(vii) **Vehicle Audits**

- a. LBB Transport manager shall provide quarterly transport audits to include the checking of drivers' hours' book and drivers daily defects book, together with comments on a visual vehicle assessment. A full report will be provided to the Risk & Compliance Manager and the Environmental Service Manager, for monitoring and if necessary disciplinary action depending upon findings.

Appendix B1

Barnet Homes Fleet List 16/17*

Fleet Number	Registration No	Date on Fleet	Date Off Fleet	Agreement	Vehicle / Plant Description
1Z334	MT63FHP	21/02/2014		Hire	Peugeot Combo Van
2G080	LN57XBA	05/02/2008	Barnet owned	Barnet Owned	Ford Transit Medium Roof-Graffiti
2G090	BV10DKY	01/05/2010	30/06/2016	Barnet Owned as at 1.07.16	Vauxhall Vivaro Hi-Roof 2.9 Turbo
2G091	BV10CZA	01/05/2010	30/06/2016	Barnet Owned as at 1.07.16	Vauxhall Vivaro Hi-Roof 2.9 Turbo
2G092	BD60JLX	01/04/2011	30/06/2016	Barnet Owned as at 1.07.16	Vauxhall Vivaro LWb 2.0L CDTi
2G093	BD60JNN	01/04/2011	30/06/2016	Barnet Owned as at 1.07.16	Vauxhall Vivaro LWb 2.0L CDTi
2G094	BV11ZHF	01/04/2011	30/06/2016	Barnet Owned as at 1.07.16	Vauxhall Vivaro LWb 2.0L CDTi
2G095	BV11ZHG	01/04/2011	30/06/2016	Barnet Owned as at 1.07.16	Vauxhall Vivaro LWb 2.0L CDTi
2T099	RO11VFA	09/05/2011	30/06/2016	Barnet Owned as at 1.07.16	Ford Transit 3.5t Cage Tipper - LWB CCab
2Z573a	HY64UXL	30/10/14		Hire	Renault Traffic
4T030	RX11HJF	01/08/2011	31/07/2016	Barnet Owned as at 1.07.16	Iveco Eurocargo 7.5T cage tipper t/l
4T031	RX11HJG	01/08/2011	31/07/2016	Barnet Owned as at 1.07.16	Iveco Eurocargo 7.5T cage tipper t/l
8W030	LK09ALU	01/04/2009	31/10/2016	Barnet Owned As at 1.11.16	Hayter 3 gang Ride on
9N615	9N615	24/04/2002	Barnet owned	Barnet Owned	TRAILERS
9N634	9N634	12/06/2006	Barnet owned	Barnet Owned	WESSEX CAR TRANSPORTER
2Z553	DX63RGY	13/05/2014		Hire	Ford Transit Luton Van with Tail Lift (Furniture Centre)
2Z678	VU16UXD	21/11/2016		Hire	Ford Transit crew cab 350
2Z679	VU16VBG	21/11/2016		Hire	Ford Transit crew cab 350

*Fleet List as at 1 April 2017

List of Vehicles on Operator Licence

Fleet Number	Registration No	Date on Fleet	Date Off Fleet	Agreement	Vehicle / Plant Description
4T030	RX11HJF	01/08/2011	31/07/2016	BH Owned as at 1.07.16	Iveco Eurocargo 7.5T cage tipper t/l
4T031	RX11HJG	01/08/2011	31/07/2016	BH Owned as at 1.07.16	Iveco Eurocargo 7.5T cage tipper t/l

Appendix D

Responsibility Split – Barnet Homes/LBB

Transport RISK table		
Task	Responsible Person	Frequency

Tachograph for 7.5 tonne vehicles x 2		
Carry out the digital download of driver and vehicle Tacho graphs in the legal timescale. (28 days driver, 96 days vehicle)	Technical Officer & Quality Controller LBB	Monday afternoons BH drivers to go to MHD and download vehicle Tachograph
Ensure all digital downloads are uploaded to the FTA in the correct timescale.	Technical Officer & Quality Controller LBB	
Ensure the company digital tachograph card is renewed on time, June 2017 - Diarised	Technical Officer & Quality Controller LBB	Every 5 years Due June 2017
Drivers to go to Mill Hill Depot on Monday afternoons when finished for the day to download driver taco graphs.	Drivers	Weekly
Driver to flag risk relating to driver hours	Estate Service Manager BH**/Driver	As and when
Waste Licence	Estate Service Manager BH**	
Notify waste authority of vehicles for approval	Technical Officer & Quality Controller LBB	As and when
Ensure the Environmental waste licence is renewed on time. Next date due for renewal is 21 April 2014	Estate Service Manager BH**	2 yearly
Ensure each BH driver is a responsible person to drive a Barnet Homes vehicle, has been adequately trained to meet BH Operators Licence declaration of undertakings	Estate Service Manager BH**	Continuously
Legislation – Compliance and advise BH accordingly. BH to act on any advice provided by O Licence holder	Technical Officer & Quality Controller LBB Estate Service Manager BH**	As and When

Defect Reporting		
Vehicle Defect Books - All vehicles to have defect book which is completed every day or when change of driver if on same day.	Drivers	Daily/as and when
BH to monitor compliance and ensure weekly signoff by authorised manager. BH to retain copy of defect sheets for 15 months on file	Estate Service Manager BH**	As and when
Each new driver to complete a defect report before driving the vehicle.	Drivers	Daily/as and when

Driver licence Compliance		
Carry out and record 6 monthly driving licence checks on all Barnet Homes drivers <ul style="list-style-type: none"> BH to ensure that all drivers sign a declaration and DVLA licence mandate every 6 months which is sent to MHD. BH to ensure that on employment, that each driver holds a valid DRIVING licence, together with eyesight check	Estate Service Manager's BH	Every six months
Notification of offences–Barnet Homes is responsible for notifying LBB. Any prohibition for cessation of driving must be notified immediately. All others, within 48 hours	Estate Service Manager BH**	6 monthly when checking licence
Driver Assessments - Ensure drivers are in compliance with their LBB driver assessments (every 3 years re-tested). –every three years	Estate Service Manager BH**	Every 3 years

Training		
Training – BH to ensure meet legal compliance. (Arranging driver CPC training 5 modules only for bulk refuse team 7.5 tonne vehicles must be completed in 5 years) (Completed in 2014).	Estate Service Manager BH**	As and when
Drivers to be informed when their vehicle needs to go in for servicing by the Estate Service Manager who is responsible for Transport, see item Monthly Servicing below Email to be sent to Estate Service Manager BH*, cc Risk & Compliance Manager	Technical Officer & Quality Controller LBB / Estate Service Manager BH**	Monthly
BH to accord with Service Plan	Estate Service Manager BH**	As and when

Vehicles		
Road Tax - Ensure all vehicles have a current road fund licence. Mill Hill Depot advises when the vehicle needs road tax.	Technical Officer & Quality Controller LBB	As and When
Vehicles correctly licensed – LBB to ensure each O Licence vehicle is registered on TAN21 Over 3.5 tonne vehicles only	Technical Officer & Quality Controller LBB	3 years
Hire of vehicles – arrange hire as 'one offs' LBB to ensure any hired vehicle meeting legal compliance	Estate Service Manager BH**/ Technical Officer & Quality Controller LBB	As and When
Vehicle Maintenance - BH liable for all charges. BH liable for all adhoc repairs	Technical Officer & Quality Controller LBB / Cost and Quality Control Manager BH	Monthly
Finance – Invoicing Monitor fuel usage transactions. Fuel costs –will come through with a summary of costs before VAT so this has to be added and has to be allocated to each vehicle. LBB responsible for reporting regular and timely finance reports.	Technical Officer & Quality Controller LBB / Cost and Quality Control Manager BH Technical Officer & Quality Controller LBB	Monthly
Repair Invoices	Cost and Quality Control Manager BH	As and When

Estate Service Manager BH** (this is the Estate Service Manager who is responsible for Transport)

