



Service Level Agreement (SLA)

between

London Borough of Barnet

and

Barnet Homes

CCTV

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Contents

1. Agreement Details

- 1.1 Introduction
- 1.2 Services
- 1.3 Commencement and Duration
- 1.4 Voluntary Termination by the Parties
- 1.5 Dispute Resolution
- 1.6 Amendment

2. Charges to be Levied

- 2.1 Ongoing Services
- 2.2 Optional Charged Consultancy Services

3. Performance Levels

- 3.1 Target Response and Resolution Times
- 3.2 Extensions to Services
- 3.3 Indemnities and Liability
- 3.4 Service Provider Not Responsible

4. Performance Monitoring and Reporting

- 4.1 Information to be supplied

5. General Provisions

- 5.1 Co-operation
- 5.2 Transfer of the Agreement by the Purchaser of the Services
- 5.3 Restriction on the Service Provider
- 5.4 Service of Notices
- 5.5 Entire Agreement
- 5.6 Third Party Rights
- 5.7 Information and Confidentiality
- 5.8 Signatures

Appendix A - Service Charges Assumptions

Appendix B - Description of Services

Appendix C - the Purchaser of Services' Responsibilities

Appendix D – [any additional Schedules required as relevant to the SLA]

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 end date given at 1.3 below (Commencement and Duration) which is **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;
- (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 (**Service Provider**) to Barnet Homes (**the 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:

CCTV

The purpose of this agreement is to establish the parameters for a Service Level Agreement between the above parties for the purpose of providing CCTV crime surveillance equipment and monitoring to Barnet Homes areas in and around The Concourse, Grahame Park.

1.3 Commencement and Duration

This Agreement covers a **two year period** from **01 April 2017** to **31 March 2019** inclusive.

This Agreement is subject to renewal during the third quarter of the last 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.

This Agreement can be extended for a further 12 month period following 31 March 2019, subject to agreement by both parties. Upon the agreement of such an extension, both parties will sign an addendum to the contract confirming the 12 month extension period.

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 three months' notice.

1.5 Dispute Resolution

The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Agreement within twenty (20) Business Days of

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.

either party notifying the other of the dispute and such efforts shall culminate in the escalation of the dispute to the Chief Executives of both parties for resolution.

If the matter is not resolved within forty (40) Business Days of either party notifying the other of the dispute, then either party may refer the dispute to the arbitration of a single arbitrator appointed by agreement of the parties. The arbitration shall be governed by the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof.

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

The following charges will be levied for the Services.

The annual charges are:

3 x CCTV cameras at £6,402 each per annum = £19,206 a year.

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 and Reporting Requirements

Description	Resolution	Target %
<p>Monthly stats on incident detection/reporting to be provided for each camera. Information to be included:</p> <ul style="list-style-type: none"> • Crime category breakdown • Broken down by camera • Dates and times of incidents • Case Studies of outcomes 	<p>Due on a monthly basis within 5 working days of the end of each month.</p> <p>Due monthly</p> <p>Due monthly</p> <p>Due monthly</p> <p>Due quarterly</p>	100%
<p>Equipment/service failure to be reported to purchaser of services within 24 hours.</p>	<p>By telephone or email within 24 hours of failure to the purchaser. (Senior Neighbourhood Manager and Housing Manager).</p>	100%

Description	Resolution	Target %
Performance & Monitoring meetings	Quarterly – as laid out in point 4.0 below.	100%

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 ten (10) 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.

3.3 Indemnities and Liabilities

The Service Provider shall, subject to clause 3.4 (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:

- 3.3.1 death or personal injury,
- 3.3.2 breach of statutory duty, and
- 3.3.3 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.

3.4 Service Provider Not Responsible

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

- 3.4.1 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
- 3.4.2 any injury, loss, damage, cost and expense caused by the negligence or wilful misconduct of the Purchaser of the Services or by the breach by 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 periodic meetings attended by the Purchaser of Services' Housing Manager, and the Service Provider's CCTV Control Room 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.

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 CCTV Control Room Manager and the Purchaser of Services' Housing Manager will publish agreed details of the actual performance of each of the Services.

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 Housing Manager at the address shown below:

Address: The Grahame Park Housing Office, 17 The Concourse,
Grahame Park, London NW9 5XA

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 Housing 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 at its registered office 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 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:

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

Name: **Stuart Coleman**



[Head of Housing Management]

On behalf of [the Purchaser of Services]

Date:

Name: **Kiran Vagarwal**



[Head of Community Safety]

On behalf of [the Service Provider]

Date: 01/03/2017

Service Charges Assumptions

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

- **VAT is not included.**
- **The price is fixed for the duration of the contract.**
- **The price is inclusive of all upgrades and repairs carried out by the service provider and/or their sub-contractor.**
- **The price includes provision of all monitoring, reporting and other services as specified in Appendix B (Description of Services) below.**

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.

1. Service Specification

1.1 Contracted Works

To provide a CCTV crime surveillance system in and around The Concourse, Grahame Park and to provide monitoring in accordance with the established CCTV Code of Practice and other operational instructions as detailed in this SLA. Monitoring of the CCTV surveillance system will be for a minimum of 16 hours per day. Both parties hereto agree to abide by these documents.

1.2 Parameters

The system will be used in accordance with the following objectives:

- a) To detect, prevent or reduce the incidence of property crime and offences against the person.
- b) To reduce theft of vehicles and theft from vehicles, both on street and in the car park.
- c) To improve general security, both in terms of personal security and security of buildings and premises and to contribute to making the Grahame Park Estate a safer area in which to live.
- d) To improve communication and the operational response of Police patrols in and around the area.
- e) To reduce the level of crime, vandalism and public disorder in and around the buildings.
- f) To prevent and respond effectively to all harassment.
- g) Contribute to the reduction of graffiti, vandalism and other criminal damage within the surveillance area to improve the environment and reduce maintenance costs.

It is important to emphasise that the CCTV system is not a "spy" system. It is intended to detect crime and the criminals involved and lead to successful prosecution. There will be no interest shown in, or deliberate monitoring of, people carrying out their legitimate business.

2. Service Providers Additional Responsibilities

2.1 To efficiently respond to detected incidents within the following guidelines:

Emergency incident

- Immediate alert to Police or other 'blue light' service as appropriate.
- Incident report to Barnet Homes and the Police the next working day

2.2 To alert the service recipient to any foreseen difficulties in service delivery.

2.3 To routinely liaise with the service recipient to assess the financial and operational position of the service.

2.4 To provide monthly reports on activity within the area of coverage including reported incidents for each camera, breakdown of incidents by type/category, date and times of incidents.

2.5 To notify the service recipient of the active monitoring times and of any changes to the monitoring period of the surveillance system. (For example: If changing from 6.00pm – 10.00am to 10.00pm – 2.00pm).

2.6 To notify the service recipient of any service failure or breakdown within 24 hours of its occurrence and also when service is restored. (See **3.1: Target Response and Resolution Times** above for requirements).

3. Service Recipients Responsibilities

3.1 To liaise with the Service Provider to assess the operational position of the service.

3.2 To fund fully the level of service requested by the service provider ensuring adequate provision for any agreed service improvements, or increases in areas requiring CCTV.

3.3 To provide the name and contact numbers(s) of the Officer(s) responsible for operational security at the site, providing updates as necessary.

3.4 To make provision for the nominated Officer(s) to attend routine meetings with the Service Provider.

3.5 To make provision for an appropriate Officer to attend site meetings when requested by the Service Provider.

Appendix C

The Purchaser of Services' Responsibilities

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

- C.1 receive the charges and make payment for the Services as specified in this Agreement on a quarterly basis upon receipt of the Service Provider's invoice.
- C.2 provide such access as may reasonably be deemed necessary to any plans, information, staff etc. as are required to allow the Services to be delivered by the Service Provider.
- C.3 provide a named officer to act as the contact point for the Purchaser of Services with respect to the provision of the various Services covered by this Agreement.
- C.4 take all reasonable measures to ensure that the requirements of all relevant legislation are complied with.
- C.5 provide accurate and timely information, to facilitate financial reports according to the prescribed deadlines.