

DATED **04/02/2020**

North East London NHS Foundation (1)

Trust

and

NHS PROPERTY SERVICES LIMITED (2)

FACILITIES MANAGEMENT
SERVICE LEVEL AGREEMENT

THIS AGREEMENT is made on **29/01/2020**

BETWEEN:

- (1) David Bays of NELFT the “**Occupier**”); and
- (2) **NHS PROPERTY SERVICES LIMITED** (company registration 07888110) whose registered office is at 99 Gresham Street, London, EC2V 7NG (the “**Supplier**”).
(each individually a **Party** and collectively the **Parties**)

IT IS AGREED THAT:

- (A) This document clarifies the services to be delivered and the management, measurement and reporting of performance in relation to the delivery of those services by the Supplier to the Occupier.
- (B) This Agreement is not intended to be legally binding. The intention of this Agreement is to add clarity to the relationship between the Parties.

1 Services

1.1 The Supplier shall provide through self-delivery or specialist Sub-Supplier the Services in accordance with this Agreement.

2 Documents forming part of this agreement

The following documents for this Agreement.

- 2.1.1 Schedule 1: Agreed Terms;
- 2.1.2 Schedule 2: Standard Terms;
- 2.1.3 Schedule 3: Service Matrix;
- 2.1.4 Schedule 4: Services specifications and KPIs
- 2.1.5 Schedule 5: Definitions and Interpretation.

this Agreement has been agreed on the date stated at the beginning of it.

Signed for and on behalf of **[OCCUPIER]**

.....

Authorised Signatory [PRINT NAME]

Signed for and on behalf of **NHS PROPERTY SERVICES LIMITED**

Lance Coyle Lance Coyle

.....

Authorised Signatory [PRINT NAME]

Schedule 1
Agreed Terms

Terms defined in this Schedule 1 shall have the same meanings when used throughout this Agreement.

1 Premises

where the Premises include multi occupancy buildings the FM services will only be delivered to the areas solely occupied by the Occupier and not the communal areas unless stated otherwise in the schedules to this agreement.

Premises	As detailed in Schedule 3 - Service Matrix
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2 Term of Agreement

Term of Agreement	This Agreement will remain in place so long as FM services are to delivered by NHSPS
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3 Supplier's Key Contact

Contact name and position	Lance Coyle
Zone	London
Email	Lance.coyle@property.nhs.uk
Telephone	07845055394

4 Occupier's Key Contact

Contact name and position	David Bays – Head of Estates
Email	David.bays@nelft.nhs.uk
Telephone	

Schedule 2
Standard Terms

5 Provision of Services

- 5.1 The Supplier agrees to provide or procure the provision of the Services (where relevant):
- 5.1.1 in accordance with the provisions of this Agreement;
 - 5.1.2 in accordance with the Law; and
 - 5.1.3 in accordance with Good Industry Practice.
- 5.2 The Services will be delivered in accordance with the standard Services specifications in Schedule 4.
- 5.3 The Occupier shall:
- 5.3.1 co-operate with the Supplier in all relevant matters relating to the Services and appoint the Occupier's Key Contact in relation to the Services;
 - 5.3.2 be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services, including identifying, monitoring, removing and disposing of any hazardous materials from any of its Premises and Locations (as defined in paragraph 6.1 of these Standard Terms) in accordance with all applicable laws, before and during the supply of the Services at those premises, and informing the Supplier of all of the Occupier's obligations and actions under this paragraph; and
 - 5.3.3 inform the Supplier of all pertinent health and safety rules and regulations, site defects, site requirements, building and service opening times and any other reasonable security and business continuity requirements that apply at any of the Premises and Locations.

6 Premises, locations and access

- 6.1 The Services shall be provided at the Occupier premises as set out in paragraph 1 of the Special Terms or as otherwise agreed by the Parties in writing ("**Premises and Locations**").
- 6.2 The Occupier shall on and from the Services Commencement Date grant (at no cost to the Supplier) a licence to the Supplier and the Sub-Supplier to access the Premises and Locations to enable the Supplier and/or its Sub-Supplier to provide the Services, such licence shall include the right to store such materials and/or equipment at the locations specified in paragraph 1 of the Agreed Terms.
- 6.3 The Occupier will ensure so far as is reasonable and within its knowledge that the Supplier is given up to date information on site access arrangements. Standard routine planned maintenance will be undertaken within core working hours with prior agreement for any engineering services downtime outside working hours. However, should the Occupier request routine work to be carried out of hours, The Occupier is responsible for ensuring that a suitable procedure for unlocking and locking the premise is available to the Supplier.
- 6.4 Neither party shall interfere with or hinder the delivery of any Services or the operation of the Occupiers business.
- 6.5 The Occupier will request services from the Supplier via the Help Desk which is available 24 hours a day.
- 6.6 For urgent matters out of hours, the Supplier will provide a call out service that is designed to make safe the environment (affect temporary repairs) arising from any situation pending resumption of the full services in normal working hours in line with the response Times and Priorities detailed in Schedule 4.
- 6.7 The Supplier will provide reasonable notice to the Occupier of any planned downtime and use all reasonable endeavours to provide alternative service solutions to enable continued site operations to be maintained.

7 Performance Management

Overall performance will be managed using performance review meetings. The meetings will review operational, and budgetary performance. The dates for such meetings shall be set by agreement with the Occupier. As the required technology is introduced by the Supplier to allow automated standard customer reports to be produced, performance reports will be prepared for discussion with the Occupier as a means to monitor quality and standards of the Services.

8 Change Management

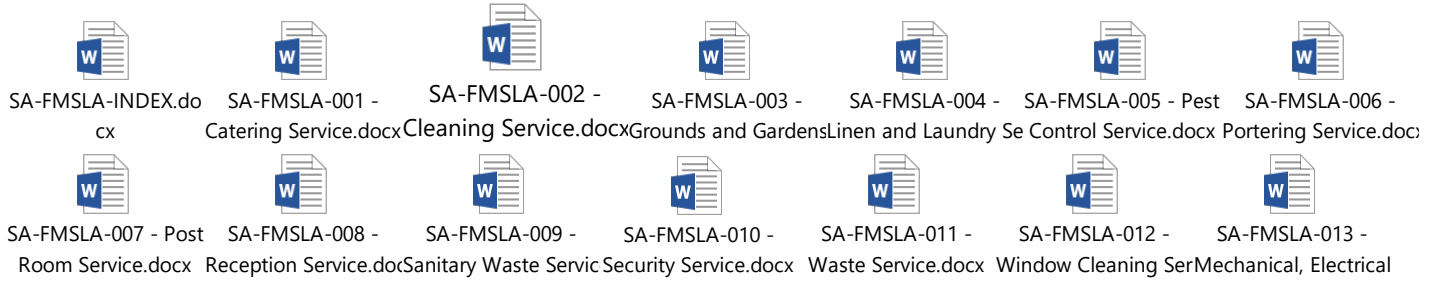
- 8.1 The Supplier acknowledges that the Occupier's requirements for the Services may change during the Term and the Supplier shall not unreasonably withhold or delay its consent to any reasonable variation or addition to the Services, as may be requested by the Occupier from time to time.
- 8.2 Any change to the Services or other variation to this Agreement shall only be effective if it has been agreed in writing between the Parties and signed by the authorised representatives of both Parties.
- 8.3 The Occupier acknowledges that the Supplier's ability to provide the Services may change during the Term. The Occupier will not unreasonably withhold or delay its consent to any reasonable variation to the Services, so far as such delay does not hinder or obstruct the delivery of the Occupier business within the Premises.

9 General

- 9.1 This Agreement, any variation in writing signed by an authorised representative of each Party and any document referred to (explicitly or by implication) in this Agreement or any variation to this Agreement, contain the entire understanding between the Supplier and the Occupier relating to the Services.

Service Matrix

Schedule 4
Services specifications



Schedule 5

Definitions and Interpretation

1 Definitions

1.1 In this Agreement the following words shall have the following meanings unless the context requires otherwise:

“**Business Day**” means any day other than Saturday, Sunday, Christmas Day, Good Friday or a statutory bank holiday in England and Wales;

“**Agreement**” means the form of documents at the front of this document and all schedules attached;

“**Agreement Commencement Date**” means the date specified in paragraph 2 of the Special Terms;

“**Good Industry Practice**” means the exercise of that degree of skill, diligence, prudence, risk management, quality management and foresight which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the provision of services similar to the Services under the same or similar circumstances as those applicable to this Agreement, including in accordance with any codes of practice published by relevant trade associations;

“**Law**” means:

- (a) any applicable statute or proclamation or any delegated or subordinate legislation or regulation;
- (b) any applicable European Union directive, regulation, decision or law;
- (c) any enforceable community right within the meaning of section 2(1) European Communities Act 1972;
- (d) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales;
- (e) requirements set by any regulatory body; and
- (f) any applicable code of practice,

in each case as applicable in England and Wales;

“**Occupier**” means the Occupier named on the form of Agreement on the first page;

“**Party**” means the Occupier or NHSPS as appropriate and Parties means both the Occupier and NHSPS;

“**Premises and Locations**” has the meaning given under paragraph 1 of the Special Terms;

“**Services**” means those services as set out in Schedule 4;

“**Services Commencement Date**” means the date delivery of the Services shall commence as specified in the Special Terms;

“**Special Terms**” means those provisions set out in **Error! Reference source not found.**;

“**Standard Terms**” means those terms and conditions set out in Schedule 2;

“**Sub-Contract(s)**” means those sub-contract(s) entered into or envisaged to be entered into as set out in the Special Terms;

“**Sub-Supplier(s)**” means those sub-supplier(s) party or envisaged to be party to the Sub-Contract(s);

“**Term**” means the term as set out in the Special Terms;

References in this Agreement to a day or to the calculation of time frames are references to a calendar day unless expressly specified as a Business Day.

Words denoting the singular shall include the plural and vice versa.