

**Construction Consultancy Services
Service Level Agreement (SLA)**

Framework Details

Title: **Construction Consultancy Services**
 Reference: **SBS/17/NH/PZR/9256**
 Framework Duration: **4 years**
 Framework End Date: **31 March 2022**
 NHS SBS Contacts:

Service Level Agreement Details

This Service Level Agreement (SLA) is between the following parties and in accordance with the Terms and Conditions of the Framework Agreement.

Period of the Service Level Agreement (SLA)	Effective Date	01/06/2019	Expiry Date	31/03/2020
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Unless otherwise agreed by both parties, this SLA will remain in force until the expiry date agreed above. If no extension/renewal is agreed and the customer continues to access the supplier's services, the terms of this agreement shall apply on a rolling basis until the overarching Framework expiry date.

Supplier SLA Signature panel

The "Supplier"	
Name of Supplier	Gardiner & Theobald LLP
NHS SBS Supplier Reference #	SBS/17/NH/PZR/9256/80
Name of Supplier Authorised Signatory	
Contact Details email	
Contact Details phone	
Job Title of Supplier Authorised Signatory	
Address of Supplier	10 South Crescent London WC17 7BD
Signature of Authorised Signatory	
Date of Signature	

Customer SLA Signature panel

The "Customer"	
Name of Customer	THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS
Name of Customer Authorised Signatory	
Job Title	
Contact Details email	
Contact Details phone	
Address of Customer	Nobel House, 17 Smith Square Westminster London SW1P 3JR
Signature of Customer Authorised Signatory	
Date of Signature	

This service level agreement shall remain in force regardless of any change of organisational structure to the above named authority and shall be applicable to any successor organisations as agreed by both parties.

PLEASE RETURN THE FINAL SIGNED COPY OF THIS DOCUMENT TO:

Table of Contents

1. Agreement Overview
2. Goals & Objectives
3. Stakeholders
4. Periodic Review
5. Service Requirements
 - A Services Provided**
 - B Business Hours**
 - C DBS Check**
 - D Price/Rates**
 - E Sub-Contracting**
 - F Management Information**
 - G Invoicing**
 - H Complaints/Escalation Procedure**
 - I Audit Process**
 - J Termination**
6. Other Requirements
 - a. Variation to Standard Specification
 - b. Other Specific Requirements

1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between Gardiner & Theobald LLP and Defra for the provision of Capital programme lead and leadership development. This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties. This Agreement outlines the parameters for all Construction Consultancy Services covered as they are mutually understood by the primary stakeholders.

The Framework terms and conditions (including the specification of service) will apply in all instances, unless specifically agreed otherwise by both parties within this document.

In the event of any inconsistency or conflict between the terms of this Agreement and the Framework Agreement or between this Agreement and the NHS Conditions and/or CCSD, the terms of this Agreement shall take precedence to the extent permitted by law.

2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent Construction Consultancy Services to the Customer by the Supplier. The **goal** of this Agreement is to obtain mutual agreement for Construction Consultancy Services provision between the Supplier and Customer.

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.

3. Stakeholders

The primary stakeholders from the Supplier and the Customer will be responsible for the day-to-date management of the Agreement and the delivery of the service. If different from the Authorised Signatory details listed on page 1 of this Agreement, please provide the names of the **primary stakeholders** associated with this SLA.

Construction Consultancy Supplier Contact:

Construction Consultancy Customer Contact:

4. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until the **Expiry Date** as agreed.

5. Service Requirements

A. Services Provided

Please detail the service(s) that will be provided by the Supplier to the Customer

Capital Programme Lead and Development Leadership, as per Gardiner & Theobald fee Proposal and attached at Annex B;

B. Business Hours

Suppliers are required to provide and operate a single point of contact through which the Customer can contact the Supplier

C. DBS

The Customer should detail the level of DBS check requirement

DBS Standard Check

D. Price/Rates

DEFRA - Weybridge Campus Programme Team Fee Proposal

	Day Rate	Days worked	Total
Associate		220	
Associate		165	
Associate		165	
Senior Associate		220	
Partner		220	
Total			£726000

E. Sub-contracting

Subcontracting of services by Suppliers is allowed, both to Framework suppliers and to non-Framework suppliers. Any Supplier sub-contracting will be fully responsible for ensuring standards are maintained in line with the framework and this SLA.

n/a

F. Management Information (MI)

Suppliers should provide Management Information as standard on a monthly basis. Customers should detail any additional management information required and the frequency of provision here.

Gardiner & Theobald to provide Management Information as required by Defra's nominated Programme Management team

G. Invoicing

Please detail any specific invoicing requirements here

Payment 30 days from invoice. The Fee shall be VAT exclusive.

H. Complaints/Escalation Procedure

The standard procedure is detailed below

In the first instance any Complaints and Escalations should be discussed between DEFRA and Gardiner & Theobald. Issues which cannot be resolved should be escalated to the NHS SBS department.

I. Audit Process

Please detail any Customer audit requirements

DEFRA reserves the right to conduct an audit of the supplier to ensure compliance with the agreed terms and conditions.

J. Termination

The standard procedure is detailed below

Persistent failure by the Contractor to meet the agreed service levels as specified within the SLA may lead to the Contract being terminated or alternative Contractor(s) being appointed by the Customer to maintain levels of service

Prior to termination the complaints and escalation procedure should be followed to attempt to resolve any issue. Should suitable resolution not be achieved, the Customer will be allowed to terminate the SLA immediately.

6. Other Requirements

Please list and agree the key requirements of the service

Approvals: No work is to be undertaken without approval from Defra commercial to proceed.

A. Variation to Standard Specification

Please list any agreed variations to the specification of requirements

n/a

B. Other Specific Requirements

Please list any agreed other agreed requirements

As defined in Annex A to this SLA.

Annex A

1. The Supplier's total aggregate liability under or in connection with this Agreement is limited to £1,000,000 (" " one million pounds) provided that nothing in this Agreement shall operate to exclude or limit the Supplier's liability in respect of death or personal injury caused directly and solely by the Supplier's negligence.
I can't agree to changes of liability – this is agreed between the supplier and framework provider.
2. The Supplier will maintain professional indemnity insurance in the sum stated in the Call-off Terms and Conditions for the Supply of Goods and/or Services for six years from the date of completion of the services or such earlier date as may be prescribed by law.
3. In undertaking the Services, the Supplier shall seek the advice of the Customer, the other consultants and the contractor and shall be entitled to rely on the advice (for the avoidance of doubt, including advice on quality, workmanship and whether the works are being executed in accordance with the building contract and specifications) which the Customer, the other consultants and the contractor provide to him. The Supplier shall not be responsible for verifying the accuracy or completeness of such advice, and shall not be deemed under any circumstances to have assumed responsibility for or to have warranted the accuracy or completeness of the same. For the avoidance of doubt, in the event that the Customer suffers any loss or damage as a consequence of any defect in information provided to the Supplier by the Customer, the other consultants and the contractor and relied upon by the Supplier, the Customer shall not be entitled to recover such loss or damage from the Supplier.
4. The Supplier shall have no liability or responsibility for the design on the Project, the fitness for the purpose thereof or the specification or choice of materials used in the construction thereof
5. For the avoidance of doubt, the parties hereby confirm that notwithstanding any other provision of this Agreement, this Agreement shall not confer or purport to confer on any third party any right to enforce any term of this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999.

Annex B

Associates

Manage the Project initiation Phase (Strategic Definition/Preparation & Brief) – Up to Gateway 4 review panel approval including:

- Deliver for project scoping, stakeholder engagement, documentation, reporting and panel approvals.
- Provide project management for delivery of Project Design (Concept Design/Detailed Design/Technical Design) - Up to Gateway 4 review panel approval.
- Working with project managers to engage designers, commercial management and assurance but most importantly stakeholders from APHA to ensure all requirements are captured, risk is managed effectively, strategic direction of the project is provided and panel approvals secured.
- Deliver Project Implementation (Construction/Handover & Close out)
- Provide leadership and strategic direction for the project, escalation of issues, facilitate panel approvals, APHA stakeholder engagement, Chair lessons learnt sessions.
- Provide input to strategic decisions on programme direction
- Review and contribute to development of governance processes and templates
- Ensure Defra rules and guidelines are adhered to and align with rest of Defra where possible
- Provide input to strategic decisions on programme direction
- Review and drive development of governance processes and templates
- Ensure Defra rules and guidelines are adhered to and align with rest of Defra where possible
- Provide programme and project assurance reporting
- Develop and implement an integrated planning capability
- Lead and deliver the strategic direction for the programme and own APHA and Master Plan stakeholder engagement.
- Review and contribute to development of governance processes and templates
- Ensure Defra rules and guidelines are adhered to and align with rest of Defra
- Provide handover cover following start of DEFRA Head of Capital