

# Audio Visual Solutions and Integrated Operating Theatres Service Level Agreement (SLA)

# Framework details

Title:Audio Visual Solutions and Integrated Operating TheatresFramework Ref:SBS/18/CR/WCN/9343Framework Start Date:1st March 2019Framework End Date:28th February 2023NHS SBS Contacts:Aidan WoodwardAidan WoodwardAlison PickupT:07395 253735E:aidan.woodward2@nhs.netE:aidan.woodward2@nhs.net

#### Service level agreement details This Service Level Agreement (SLA) is between the following parties

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	01/04/2022	Expiry Date	31/03/2023
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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	ProAV	
Name of Supplier Authorised Signatory	Ian Wallington	
Job Title of Supplier Authorised Signatory	Regional Director	
Address of Supplier	ProAV House, Omega Way, Egham, Surrey, TW20 8RD	
Signature of Authorised Signatory	Junter 1	
Date of Signature	07/03/2022	

#### Customer SLA Signature panel

The "Customer"			
Name of Customer	Cefas		
Name of Customer Authorised Signatory	Emma Roberts		
Job Title	Procurement Manager		
Contact Details email	procure@cefas.co.uk		
Contact Details phone	01502527766		
Address of Customer	Cefas, Pakefield Rd Lowestoft Suffolk NR33 0HT		
Signature of Customer Authorised Signatory	248		
Date of Signature	03/03/2022		

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Shared Business Services Limited Registered in England. Registration No: 5280446 Registered Office: Three Cherry Trees Lane, Hemel Hempstead, Hertfordshire HP2 7AH. 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: <u>NSBS.contractenquiries@nhs.net</u>

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#### 1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between ProAV Limited and Cefas for the provision of Audio Visual Solutions and Integrated Operating Theatres. This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties. This Agreement outlines the parameters for all Audio Visual Solutions and Integrated Operating Theatres 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.

#### 2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent Audio Visual Solutions and Integrated Operating Theatres to the Customer by the Supplier. The **goal** of this Agreement is to obtain mutual agreement for Audio Visual Solutions and Integrated Operating Theatres 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.

#### Audio Visual Solutions and Integrated Operating Theatres Contact: Ian Wallington, proAV Limited

#### 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

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 Order Form.

#### 4. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until the **Expiry Date** as agreed. This Agreement should be reviewed as a minimum once per financial year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

### 5. Service Requirements

### A. Services Provided

Please detail the Lot(s) and Services that will be provided by the Supplier to the Customer

The Supplier will design/deliver/expand the existing signage/Audio Visual system (including associated products) to the Customer in the sites at Pakefield Rd, Lowestoft and The Nothe, Barrack Road, Weymouth under Lots 3 and 4 of the above mentioned framework.

Any amendments to scope (e.g. changes agreed in pre-construction workshops), from the documents referenced above will need to be fully documented, approved and agreed in writing by Cefas.

#### B. Goods Provided

Please detail the goods to be provided or include an attachment with full details

# C. Price/Rates

Standard supplier pricing and rates are included within the pricing schedule. Please detail any discounts, volume arrangements or variations from the standard rates.

**D. 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 Order Form.

Subcontractors may be used on approval from Cefas.

# E. 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.

Reporting in line with deliverables in the proposal and any subsequent agreed reporting between both Parties during pre-construction planning. ProAV Project Manager will provide regular project updates throughout the pre-construction and construction process.

# F. Invoicing

Please detail any specific invoicing requirements here

Invoices to be raised in-line with hardware deliveries and installation works completed. At least monthly. 30 day terms

# G. Cancellations

Any variations to the standard cancellation terms detailed within the service specification should be captured here. Standard requirements from the specification are included for reference but may be amended to reflect local requirements.

# H. Complaints/Escalation Procedure

Please detail any requirements regarding this

In the first instance, the Customer and Supplier should work together and attempt to resolve any issues locally. Should this approach fail to result in a satisfactory outcome for the Customer, the issue should be escalated to NHS SBS. NHS SBS will then attempt to resolve the issue to the satisfaction of the Customer. Should this approach not result in a satisfactory outcome, the Customer may decide to terminate the Service Level Agreement.

# I. Termination

Standard requirements are provided below as an example but may be amended to reflect local requirements.

Persistent failure by the Contractor to meet the agreed service levels as specified within the Order Form and the Maintenance & Support Agreement may lead to the Contract being terminated or alternative Contractor(s) being appointed by the Customer to maintain levels of service to service users.

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 Agreement immediately.

# 6. Other Requirements

# A. Variation to Standard Specification

Please list any agreed variations to the specification of requirements

Both Parties acknowledge that there may need to be minor changes to finalise the specification, any changes will be agreed and documented during the pre-construction phase.

**B.** Other Specific Requirements Please list any agreed other agreed requirements