

**Construction Consultancy Services 2**

Service Level Agreement (SLA)

**Framework Details**

Title: **Construction Consultancy Services 2**

Reference: **SBS/17/NH/PZR/9256**

Framework Duration: **4 years**

Framework End Date: **30 September 2022**

NHS SBS Contact: **Dave Taylor (07740 418409)**  dave\_taylor@nhs.net

 **Brindsley Foster (07821810646)**  brindsley.foster@nhs.net

**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 | 1st July 2022 | ExpiryDate | 1st July 2024 |

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 | Castons |
| NHS SBS Supplier Reference # | SBS/17/NH/PZR/9256 |
| Name of Supplier Authorised Signatory | Matthew Norman |
| Job Title of Supplier Authorised Signatory | Partner |
| Address of Supplier | 77/79 Grimwade Street, Ipswich, Suffolk, IP4 1LN |
| Signature of Authorised Signatory | C:\Users\pnorman\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\NF0R8FY4\SKM_C654e16102516040_0001.jpg |
| Date of Signature | 01.07.22 |

**Customer SLA Signature panel**

|  |
| --- |
| **The “Customer”** |
| Name of Customer | East and North Hertfordshire NHS Trust |
| Name of Customer Authorised Signatory | Claudia Montgomery |
| Job Title  | Deputy Director of Estates & Facilities |
| Contact Details email | claudia.montgomery@nhs.net |
| Contact Details phone | 07375 018982 |
| Address of Customer | Lister Hospital, Coreys Mill Lane, Stevenage, Herts  SG1 4AB |
| Signature of Customer Authorised Signatory | Text  Description automatically generated |
| Date of Signature | 29/07/2022 |

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:**

**nsbs.construction@nhs.net**

**Table of Contents**

1. Agreement Overview
2. Goals & Objectives
3. Stakeholders
4. Estimated Duration of Contract
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

K KPIs and Other Requirements

 L Variation to Standard Specification

# 1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between **Castons** and **East and North Hertfordshire NHS Trust** for the provision of Construction Consultancy Services. 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.

# 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:** Jason Jolly

**Construction Consultancy Customer Contact:** Helen O’Keefe

# 4. Estimated Duration of Contract

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

# 5. Service Requirements

# Services Provided

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

|  |
| --- |
| *Please state the relevant Lot.- delete as appropriate**LOT 2 Project Management**LOT 4 Quantity Surveyor**LOT 12 Ancillary Services* |

1. **Business Hours**

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

|  |
| --- |
| *Castons 9-5pm Monday to Friday 01473 257586**Supplier out of hours contact details**Where applicable, out of hours arrangement and process* |

1. **DBS**

The Customer should detail the level of DBS check requirement

|  |
| --- |
| *N/A* |

1. **Price/Rates inc. estimated total value**

|  |
| --- |
| *As per existing SBS Framework pricing.*  |

1. **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 liability and ensuring standards are maintained in line with the framework and this SLA.

|  |
| --- |
| *Various sub-contractors will be utilised over the course of the Framework.* |

1. **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.

|  |
| --- |
| *Same as existing MI.* |

1. **Invoicing**

Please detail any specific invoicing requirements here

|  |
| --- |
| *All invoices must quote a valid purchase order number and be sent to Jason Jolly at Castons* |

1. **Complaints/Escalation Procedure**

The standard procedure is detailed below

|  |
| --- |
| *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 in accordance with the terms of the framework.* |

1. **Audit Process**

Please detail any Customer audit requirements

|  |
| --- |
| *N/A* |

1. **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 this approach not result in a satisfactory outcome, the Customer may decide to terminate the Service Level Agreement in accordance with the terms of the framework.* |

**K. KPIs and Other Requirements**

Please list and agree the key requirements of the service

|  |
| --- |
| *Same as existing Key Performance Indicators.* |

**L. Variation to Standard Specification**

Please list any agreed variations to the specification of requirements

|  |
| --- |
| N/A |

1. **Other Specific Requirements**

Please list any agreed other agreed requirements

|  |
| --- |
| N/A |

1. **Supplementary Conditions of Contract**

The terms of the NHS SBS Construction Consultancy Services Framework Agreement will supplement and complement the terms of any Supplementary Conditions of Contract. However, in the event of any conflict or discrepancy between the terms of a Supplementary Conditions of Contract and the terms of the Framework Agreement the terms of the relevant Supplementary Conditions of Contract will prevail, in the order it is listed below:

|  |
| --- |
| N/A |



**NHS Shared Business Services Limited**

Registered in England, No. 5280446

Registered address:

Three Cherry Trees Lane, Hemel Hempstead, Hertfordshire, HP2 7AH

**www.sbs.nhs.uk**

**NHS Shared Business Services Limited**

Registered in England, No. 5280446

Registered address:

Three Cherry Trees Lane, Hemel Hempstead, Hertfordshire, HP2 7AH

**www.sbs.nhs.uk**