



DRAFT



SERVICE LEVEL AGREEMENT

**SOUTH BANK EMPLOYERS' GROUP
(SBEG)**

AND

SOUTH BANK BUSINESS IMPROVEMENT DISTRICT (SBBID)

**PROVISION OF FINANCE, ADMINISTRATION, MANAGEMENT AND MAINTENANCE,
AREA MARKETING AND OTHER BID SERVICES**

GENERAL

THIS AGREEMENT is dated xxxxx BETWEEN SOUTH BANK EMPLOYERS' GROUP (hereinafter referred to as "**SBEG**") whose registered office is at CAPITAL TOWER 91 WATERLOO ROAD LONDON SE1 8RT and SOUTH BANK BUSINESS IMPROVEMENT DISTRICT whose registered offices are at XXX (hereinafter referred to as "**SBBID**").

SBEG has undertaken to provide ADMINISTRATION AND MANAGEMENT AND PROVISION OF OTHER BID SERVICES for SBBID ("the Service"). SBBID has agreed to pay for such services according to the rates set out in Schedule 1 for the period defined as from the **01 OCTOBER 2014 to 30 SEPTEMBER 2019** (or the date on which the first term of the SBBID is terminated if earlier) on the undertaking of SBEG that the Service will be provided in accordance with the agreed terms and conditions of the Service Level Agreement, and the agreed specifications as set out in Schedule 1 – BID Services Document (hereinafter referred to as the "Specifications").

IT IS HEREBY AGREED and declared by and between the parties hereto as follows:

1. PROVISION OF THE SERVICE

1.1. In consideration of the payment of the identified sums in accordance with Clause 6 of this Agreement SBEG undertakes to provide the Service in accordance with the Service Level Agreement and the terms and conditions herein and the Specifications in Schedule 1.

2. FORM OF AGREEMENT

2.1. This Agreement shall consist of these conditions together with the Schedules to the agreement. All the terms of the Agreement between SBBID and SBEG are set out in the Agreement. No other documents will form part of it or will vary it unless both parties

agree in writing and sign it. This Agreement is subject to the jurisdiction of the English courts.

3. PROVISION OF INFORMATION TO SBBID

3.1. SBEG will use its reasonable endeavours to comply with all reasonable requests for information from SBBID as to the costs and revenue expenditure and performance associated with delivery of the Service, such information to include providing invoices as required by the SBBID for release of payment by SBBID.

3.2 SBEG will use its reasonable endeavours to comply with all reasonable requests for information from the SBBID. Where reasonable information is of an urgent nature SBEG will endeavour to supply this information as soon as is practicable. However in all instances, requests for reasonable information will be communicated to the SBBID as set out in 3.5 below.

3.3. SBEG will provide monitoring information as described in clause 3.5

3.4. Any information supplied to the SBBID shall be treated as confidential, in accordance with Clause 4 below.

3.5. SBEG will provide SBBID with the relevant confirmations required to satisfy the service outputs as listed below:

- i) Quarterly monitoring report to be presented to SBBID detailing all operational activities
- ii) Monthly account reports
- iii) Provision of all company secretarial matters and submission of annual accounts

4. CONFIDENTIALITY and PUBLICITY

4.1. Each of the parties hereto undertakes to the other to keep confidential, and not to divulge to any person without the prior written consent of the other party all information (written or oral) concerning the business affairs of the other that it shall have obtained or received as a result of the discussions leading up to or the entering into and the performance of this Agreement. This obligation shall survive the termination or lapse of the provision of the Service.

4.2. For the purposes of this Clause 4 SBBID hereby acknowledges that SBEG will not be in breach of this Clause 4 in divulging any confidential information to any person in order for SBEG to perform its rights and obligations under this Agreement.

4.3 SBEG shall undertake not to publicise its involvement in the delivery of the services without prior written agreement of SBBID.

5. AGREEMENT TERM

5.1. This Agreement will commence on 01 OCTOBER 2014 (the "Commencement Date") and shall continue in force for 5 years from the Commencement Date.

6. REMUNERATION

6.1 The lump sum fee of xxx pounds sterling excluding expenses, disbursements and VAT shall be payable in accordance with clause 6.2 for undertaking the services as described within Schedule 1 in the first period of operation (1 October 2014 to 31 March 2016)

6.1.1. Unless otherwise agreed between the parties the lump sum fee of xxx pounds sterling excluding expenses, disbursements and VAT shall be payable in accordance with clause 6.2 for undertaking the services as described within Schedule 1 in YEAR TWO 2016-17

6.1.2 Unless otherwise agreed between the parties the fee for YEAR TWO shall be increased by 3% pa to provide for inflation with effect from 1 April each year until the end of the SBBID term.

6.2 The amount specified in clause 6.1, 6.1.1 and 6.1.2 shall be payable in the instalments set out within Schedule 2 subject to SBBID being satisfied that the costs claimed have been reasonably incurred. Payment terms are 30 days.

6.4 If for any reason SBBID does not proceed with or curtails the Service, SBEG will be paid (in addition to any amounts which shall have become payable under clause 6.2) a fair and reasonable amount for any work undertaken and for any abortive work, where it can be demonstrated cost could not have been avoided.

6.5 If at SBBID's request SBEG undertakes any services additional to those covered by schedule 1, or if in any other circumstances beyond SBEG's control SBEG is required to undertake extra work, then provided SBEG will notify SBBID before undertaking such work that SBBID may incur an additional fee, a fair and reasonable additional fee will be payable. Schedules of rates are included at schedule 3.

7. NOTIFICATION PROCEDURE

7. If any problems arise during the delivery of the Service that affects the performance of SBEG's obligations under this agreement including quality or completion of the specified Service, SBEG shall notify SBBID's representative immediately.

8. Variation

8. Each party following review, discussion and agreement reserves the right to vary the services. Written notice of variation to the service shall be issued giving full details of the variation of the Service.

Both Parties shall:

- i) Give written notice of and consult on any proposed variation of the Service giving full details of the proposed variation.
- ii) Obtain the written approval of SBBID to any proposed variation prior to implementing the varied Service

9. TERMINATION

9.1 SBEG shall be entitled to terminate this Agreement with 3 month's written notice if SBBID fails to discharge its obligations under this agreement, whereupon SBEG shall be released from its obligations under the Agreement.

9.2 SBBID shall be entitled to terminate this Agreement with 3 month's written notice if SBBID fails to discharge its obligations under this agreement, whereupon SBBID shall be released from its obligations under the Agreement.

9.3 In the event of either party being subject to bankruptcy proceedings or entering into voluntary arrangements with creditors the other party will be entitled to terminate the agreement forthwith.

9.4 Except as in clauses 9.1-9.3 above this agreement will terminate at the end of the agreed Service period as defined under clause 5 of this agreement. However it is understood between the parties that provided the services provided to SBBID have been satisfactory and subject to the outcome of any renewal ballot arrangements similar to those set out in this agreement shall continue for the second and subsequent terms of SBBID.

10. GENERAL

10.1 All sums payable under this Agreement shall be deemed to be exclusive of VAT unless otherwise stated.

10.2 Any consent approval direction or authority required under this agreement shall not be unreasonably withheld or delayed nor subject to unreasonable conditions.

10.3 Neither party shall be deemed in default of its obligations under the agreement or shall be liable to the extent that it is unable to perform all or any of its obligations under the Agreement by reason of any fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lock-out, riot, civil disturbance, act of public enemy, natural catastrophe, embargo, war or act of God or any ordinance or law of any executive or judicial orders.

11. REVIEW

14.1. This agreement will be reviewed after 6 months from the date the agreement commences and thereafter every 12 months until the end of the SBBID term.

12. Duty of care

12.1 SBEG will exercise in the performance of the Services all the reasonable professional skill and care and diligence reasonably to be expected of an experienced and competent contractor undertaking services the like of the Services in relation to scope complexity and character of the services as specified within the agreement including the Specifications in Schedule 1.

Signed on behalf of SBEG

by:

Signature 1:.....

Name:

Position:

Date:

Signed on behalf of

SBBID by:

Signature 1:.....

Name:

Position:

Date:

Signature 2:.....

Name:

Position:

Date:

Signature 2:.....

Name:

Position:

Date:

DRAFT

Schedule 1: SERVICE SPECIFICATIONS

SPECIFICATIONS FOR PROVISION OF ADMINISTRATION AND MANAGEMENT AND MAINTENANCE SERVICES BY SBEG TO SBBID

South Bank Employers' Group will provide a general management and administrative function to the South Bank BID with the capacity and expertise necessary to carry out all BID functions as set out in the BID proposal.

South Bank Employers' Group will provide a pool of staff to deliver the services; each properly qualified to undertake the said functions. This will include the CEO, a Company Secretary and Finance Director, Finance assistant, Head of Public Realm, a Contracts Manager, administrative and secretarial resource and a Marketing team.

South Bank Employers' Group undertakes to allocate the said function in the most appropriate and cost effective manner.

A relevant manager will be identified as the point of contact for the appointed representatives of the SBBID Board, and first points of contact will be established for all enquiries in respect of the various elements of the BID delivery from BID members.

Details of specific services to be set out under the headings of the Expenditure section of the BID Budget section of the South Bank BID Proposal document, as follows

- 1. Cleansing/Graffiti Removal***
- 2. Patrol/Enforcement***
- 3. Construction Management***
- 4. Area Promotion***
- 5. Additional BID Services***
- 6. Management***

Schedule 2 – Detailed fee and Instalments schedule

a) Staff Costs and Overheads

To follow, with estimated hours and rates for the complement required

b) Instalments schedule

To follow.

Schedule 3 – Additional services rate schedule

To follow, identifying staff resource envisaged and rates schedule.