



SOUTH LANARKSHIRE COUNCIL

**FINANCE & IT RESOURCES
PROCUREMENT SERVICE**

Service Level Agreement

Between

South Lanarkshire Council – Housing & Technical Resources

And

[REDACTED] (Danmor B&B)

**Service level agreement relating to the temporary provision of Bed and
Breakfast Accommodation Serial No SLC/SP/H&TR/004**

Table of Contents

1. Preamble
2. Definitions
3. Services to be delivered
4. Fees
5. Payment
6. Period
7. Dispute Resolution
8. Sub Contractors
9. Variation
10. Equalities
11. Law of Scotland

Appendix 1 – The Schedule of Rates

SERVICE LEVEL AGREEMENT

Between

SOUTH LANARKSHIRE COUNCIL Housing & Technical Resources
("The Service User")

And

[REDACTED] (Danmor B&B)

("The Service Provider")

1. Preamble

- 1.1 The Council from time to time require to place a client who has applied for housing accommodation in temporary Bed and Breakfast accommodation pending completion of enquiries into his/her circumstances, in terms of Schedule Part 5 of the Housing (Scotland) Act 2001
- 1.2 Having been granted approval by the Executive Director of Housing & Technical Resources to enter into negotiations with the Service Provider under the terms of Standing Order 12.5. (a), (i), (ii), (iv) and detailed in paragraph 4.
- 1.3 This agreement sets out,
The way in which the Council will communicate with the [REDACTED] (Danmor B&B)
 - Staff when arranging for a client to be placed in Bed and Breakfast.
 - The standards which the Council will expect Provider's staff to meet while a client is resident at [REDACTED] (Danmor B&B)

2. Definitions

For the purposes of this Agreement:

"Commencement Date" means 20th December 2010 notwithstanding the date or dates of signing of this Agreement

"Agreement" means this agreement between the Service Provider and Service User including the Schedule and any amendment or variation

"The Services" means the service to be delivered by the Service Provider as detailed in Appendix 1 of the framework

"the Price" means the price agreed by the parties as described in Appendix 1 of the framework

"the Framework" means the Housing & Technical Resources Bed and Breakfast framework agreement reference number SLC/SP/H&TR/004

3 Services to be delivered

3.1 Council's Commitments

The Council will:

- book rooms as and when required
- ensure that rooms are booked and cancelled in accordance with [REDACTED] (Danmor B&B) procedures
- ensure, as far as possible, that clients booked in will not be a risk to staff, themselves or others
- ensure that all clients are advised of their rights and responsibilities before moving in including who to contact in the Council within and out with business hours
- provide [REDACTED] (Danmor B&B) with a contact within the Council to deal with any issues between both parties as soon as reasonably possible
- process all invoices received from [REDACTED] (Danmor B&B) in accordance with the Councils' policy
- accept [REDACTED] (Danmor B&B) right to refuse entry to any clients who [REDACTED] (Danmor B&B) feels may be a risk to the staff, themselves or others

3.2 Provider's Commitments

The Provider will:

- satisfy the Council that they have complied with all statutory requirements in relation to their accommodation and, in particular will provide the Council with copies of all documentation they hold in relation to Insurance, Fire and Safety, Health and Safety, Licensing e.g. on demand
- ensure that all clients are advised on entry of Fire and Safety procedures
- ensure that all clients referred by the Council are treated in a fair and sensitive manner and staff comply with Equal Opportunities legislation
- ensure that where any client is refused entry the Council is contacted by telephone as soon as possible and an explanation for the refusal is emailed to the Council within 5 working days of the event
- ensure all clients are advised about their House Rules especially those relating to staff entering the client's accommodation

- provide each client with a room key
- ensure that all accommodation is provided solely for the use of the clients referred by the Council
- ensure that all rooms have an operational kettle and washing facilities
- ensure that all clients have their privacy protected and staff do not enter rooms out with agreed times without due notice
- ensure that clients have access to their rooms at all times unless it is being cleaned
- ensure that bedding is laundered at regular intervals, no less than once a week
- ensure that rooms are cleaned at least 5 times a week
- ensure that clients are provided with a breakfast every morning
- ensure that invoices are sent to the Council contact on a weekly basis

3.3 Monitoring and Reviewing

- the Council and [REDACTED] (Danmor B&B)
- will meet of a six monthly basis to review the Service Level Agreement
- the Council will inspect the premises annually

4 Fees

4.1 Fee

The Service Provider will supply the services at the rates described in the Framework only, with no additional costs.

4.2 No additional fees may be charged by the Service Provider for attending monitoring and review meetings or inspection meetings.

4.3 Invoices must be submitted by the Service Provider on a weekly basis and must include details of the name of client/s rates applicable, period of the service provided and the Order Reference.

5 Payment

5.1 In exchange for the Service Provider providing the Services, the Service User will pay the Fee to the Service Provider.

5.2 The Service User will pass an order reference to the Service Provider for the supply of the service, which will be quoted on all Invoices. A different order reference will be passed to the Service User on a monthly basis. The Service Provider will submit one invoice per week covering all services supplied. This will be submitted to: Martha Hinds, Floor 3, Brandon Gate, 1 Leechlee Road, Hamilton

5.3 The Service User will authorise payment of the Fees within 28 calendar days of the date of the Invoice.

5.4 The Service Provider will ensure that all Invoices pertaining to deliveries completed prior to 31 March 2011 are submitted to the Service User no later than 7 April 2011.

6 Period

6.1 This Agreement shall start on the Commencement Date and shall continue for a period of 12 months unless terminated earlier in accordance with clause 6.2.

6.2 The Agreement shall be subject to ongoing review between the Parties with a formal performance appraisal taking place during the Agreement, the outcome of these formal reviews will determine continuation of the Agreement.

7 Contractual Dispute Resolution

7.1 All parties will use their reasonable endeavours to resolve any disputes between them in respect of this Agreement and reach an amicable and workable resolution for the matter in dispute within one calendar month of the dispute or within a mutually acceptable timescale.

7.2 Communications pertaining to day to day operation of the SLA and general enquiries will be responded to within 24hrs.

8 Sub Contractors

The Service Provider shall not sub-contract all or any part of the Services without the prior written consent of the Service User.

9 Variation

Any variations to the terms of the Agreement should be confirmed by all parties in writing.





10 Equalities

The Service Provider will comply with all aspects of equality legislation and good practice as an employer and in the delivery of the Services in terms of this Agreement.

11 Law of Scotland

This Agreement shall be governed by the Law of Scotland and construed accordingly.

Appendix 1 – The schedule of rates

 (Danmor B&B)	Single Room inclusive of Breakfast	Double Room inclusive of Breakfast	Family Room
Daily Rate			



SCHEDULE OF PARTICULARS OF SIGNING

Company Name: [REDACTED] (Danmor B&B)

Name of SLA: **Service Level Agreement between South Lanarkshire Council and [REDACTED] Danmor B&B for the provision of Bed & Breakfast Services,**

Instructions


This should be signed by:-

1. two Directors, or
2. one Director and the Company Secretary, or
3. two Authorised Signatories, or
4. one Director in the presence of one Witness, or
5. one Authorised Signatory in the presence of one Witness

Notes

- (a) If method 4 or 5 is used, the Witness should sign, adding after his/her signature, the word "Witness". The Witness must be over 16 years of age.
- (b) If method 3 or 5 is used, a letter signed by the Director authorising the person/s to sign on behalf of the company must be provided.

The under noted information should be entered in block capitals in the spaces provided.

Place where signed	DANMOR HOUSE
Date when signed	08/07/11
First Signatory (Name in Full)	JONATHAN CRAIG
Official Position (Director/Secretary/Authorised Signatory)	MANAGER
Second Signatory (Name in Full)	
Official Position (Director/Secretary/Authorised Signatory)	DIRECTOR
Witness (if any) (Name in Full)	TOMMY BERNETT
Address of Witness	CAMUSLANA GATE, MAIN ST CAMUSLANA G72 7PX

When completed this form should be returned with the Schedule of Agreement to:-
Bruce Stannage, Category Adviser, Finance & IT Resources - Procurement Service, South Lanarkshire Council, 12th Floor, Headquarters Building, Almada St, Hamilton, ML3 0AA.

SCHEDULE OF AGREEMENT

Company Name: [REDACTED] (Danmor B&B)

Name of SLA: **Service Level Agreement between South Lanarkshire Council and [REDACTED] (Danmor B&B) for the provision of Bed & Breakfast Services.**

In signing, we agree to deliver the Services as described both to the terms and conditions described in South Lanarkshire Council standard terms and conditions and in particular to those set out in the aforementioned Service Level Agreement.

Where conflict exists the terms agreed upon by both parties within the SLA will prevail.

Service Provider Signatory 1

Signed: [Signature]

Print name: JONATHAN CRAIG

For and on behalf of (Company Name): Stonecare Ltd (Danmor B&B)

Position within company: MANAGER

Date: 08/07/11

Service Provider Signatory 2

Signed: [REDACTED]

Print name: [REDACTED]

For and on behalf of (Company Name): [REDACTED] (Danmor B&B)

Position within company: DIRECTOR

Date: 8/7/11

Service User Signatory

Signed: [Signature]

Print name: TONI BERNETT

For and on behalf of South Lanarkshire Council

Position within Council: Housing Support Coordinator

Date: 08/27/11