

**DATED**

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**(1) THE COUNCIL OF THE LONDON  
BOROUGH OF EALING**

**(2) GREENER EALING LTD**

**SUPPORT SERVICES AGREEMENT  
RELATING TO THE PROVISION OF VARIOUS SUPPORT  
SERVICES BY THE COUNCIL TO GREENER EALING LTD**

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**BETWEEN:**

- (1) **THE COUNCIL OF THE LONDON BOROUGH OF EALING** of Perceval House, 14-16 Uxbridge Road, Ealing, London W5 2HL, (the “**Council**”); and
- (2) **GREENER EALING LTD** whose registered office is at Perceval House 14-16 Longfield Avenue, Ealing, London, W5 2HL (company number **12136927**) (“**Greener Ealing or GEL**”).

**WHEREAS:**

- (A) The Council is a local authority with statutory duties to provide refuse collection, street cleansing, grounds maintenance, burials and associated services
- (B) The Council has established Greener Ealing as a company limited by shares, a wholly owned contractor, with its primary objective being to deliver certain services to and on behalf of the Council.
- (C) The Contractor is a *Teckal* company fulfilling the conditions set out in Regulation 12 of the Public Contracts Regulations 2015. The Contractor is subject to management supervision by the Council. As such, the Contractor is a body governed by public law as defined in the Public Contracts Regulations 2015.
- (D) The Council and the Greener Ealing have agreed that subject to the terms of this Agreement, the Council shall provide the support services to Greener Ealing.

**NOW IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS**

1.1 In this Agreement, including the recitals and Schedules, the following words and expressions shall, unless the context requires otherwise, have the following meanings:

<b>“Business Day”</b>	means any day (except Saturday, Sunday) on which banks in London are open for business;
<b>“Commencement Date”</b>	means 5 July 2020;
<b>“Dispute Procedure”</b>	means the dispute resolution procedure set out in Schedule 2;
<b>“EIR”</b>	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations;
<b>“Extended Service Period”</b>	means an extension to the Initial Service Period as agreed between the parties in accordance with Clause 4;

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<b>“FOIA”</b>	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation.
<b>“Main Services Agreement”</b>	means the Main Services Agreement entered into between the Council and the Greener Ealing on even date hereto relating to the management and operation of the Park;
<b>“Gunnersbury Park”</b>	means Gunnersbury Park, Popes Lane, London W3 8LQ;
<b>“Initial Service Period”</b>	means 1 year
<b>“Operational Targets”</b>	Means the operational targets in respect of the Services as set out in the relevant Service Specification;
<b>“Service Charges”</b>	means the charges for each Service as set out in the relevant Service Specification;
<b>“Services”</b>	means the services to be provided by the Council to the Greener Ealing in accordance with this Agreement as listed in Schedule 1;
<b>“Service Period”</b>	means the Initial Service Period and any Extended Service agreed between the parties for the provision of the Services by the Council to the Greener Ealing;
<b>“Service Specifications”</b>	means the details of the services to be provided by the Council to the Greener Ealing as set out in Schedule 1;

In this Agreement unless the contrary is specified:

- 1.1.1 the table of contents and headings in this Agreement are for convenience only and shall not affect its construction;
- 1.1.2 words denoting the singular shall include the plural and vice versa. Words denoting any gender include both genders;
- 1.1.3 references to Clauses sub-Clauses and schedules are to Clauses sub-Clauses and schedules to this Agreement and references to paragraphs are to paragraphs of the relevant schedules to this Agreement unless otherwise stated;
- 1.1.4 any reference to a statute (whether specifically named or not) shall include any amendment or re-enactment of such statute for the time being in force and all instruments orders notices regulations directions bye-laws permissions and plans for the time being made issued or given there under

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or deriving validity there from and any reference to all statutory instruments orders regulations or other subordinate legislation made pursuant to that statutory provision;

- 1.1.5 an agreement or other document is a reference to that agreement or document as from time to time supplemented or amended;
- 1.1.6 "writing" shall be construed to include any communications effected by email, telex, cable or facsimile transmission or any comparable means, but excluding writing appearing only on the screen of a visual display unit or other similar device;
- 1.1.7 "month" shall mean the period of a calendar month and where there is no corresponding day in a following or preceding month the period shall end on the last day of that following or preceding month;
- 1.1.8 any references to a "day" shall mean a period of 24 hours running from midnight to midnight;
- 1.1.9 references to time of day shall be construed during the period of summer time to be British Summer Time and otherwise to Greenwich Mean Time.
- 1.1.10 any phrase introduced by the terms "including" "include" "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 1.1.11 any reference to a document being in the "agreed form" means a document in a form agreed by the parties and initialled by or on behalf of each of them for the purposes of identification.
- 1.1.12 in the event of any inconsistency between the provisions of the body of this Agreement and the Schedules or between any of the Schedules, the conflict shall be resolved according to the following order of priority:
  - 1.1.12.1 the body of this Agreement;
  - 1.1.12.2 the Schedules.

## **2. SERVICES TO BE PROVIDED BY THE COUNCIL**

- 2.1 The Council has agreed to provide each of the Services to Greener Ealing for the Initial Service Period
- 2.2 Save where there is a prima facie conflict of interest and subject to any necessary consents from relevant professional bodies where applicable, the Services shall be provided in accordance with the Service Specifications.
- 2.3 In the provision of the Services, the Council shall use personnel who possess a degree of skill and experience which is appropriate to the tasks to which they are allocated and the performance which they are required to achieve and who shall perform those tasks in a workmanlike and professional manner.
- 2.4 The Council shall provide to Greener Ealing the Services in accordance with the Operational Targets.
- 2.5 The Council shall use reasonable endeavours to meet the Operational Targets with respect to the provision of the Services.

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### **3. PAYMENT BY GREENER EALING AND VAT**

- 3.1 Unless otherwise agreed in writing between the parties and subject to Clause 3.6, the Greener Ealing shall pay to the Council the Service Charges for the duration of the Service Period.
- 3.2 On or before the end of the month following the month in which the Services were provided to Greener Ealing the Council shall submit to Greener Ealing an invoice setting out a breakdown of the Services provided during the previous month and the Service Charges for each Service. Greener Ealing shall pay the invoice by the end of the month following the month in which the invoice was submitted.
- 3.3 The Service Charges are expressed exclusive of VAT which shall be payable in addition.
- 3.4 The Service Charges shall be adjusted each year on 1 April starting from 1 April 2021 in line with CPI as at the March prior to the start of the financial year.
- 3.5 In the event of failure by the Greener Ealing to pay any sum due under this Agreement within thirty days (30) days of resolving any queries in relation to an invoice, the Greener Ealing shall further pay to the Council interest on any such sum at the rate of 4% above the base lending rate from time to time of the Bank of England.

### **EXTENSION AT THE EXPIRY OF THE INITIAL SERVICE PERIOD**

- 3.6 The Services shall be provided for the Initial Service Period and may be extended in accordance with clauses 3.7 to 3.10 for up to four (4) further years.
- 3.7 If Greener Ealing wishes to extend all or any or all of the Services at the expiry of the Initial Service Period, then the following provisions shall apply:
- 3.7.1 Greener Ealing shall notify the Council at the earliest opportunity and in any event by no later than three (3) months prior to the expiry of the Initial Service Period.
- 3.7.2 Upon receipt of the notice from the Greener Ealing, the parties shall meet to discuss the length of the Extended Service Period, any changes to the Service Specification relating to the Services and the Service Charges for the relevant Services for the Extended Service Period.
- 3.8 If agreement is reached regarding the Extended Service Period, the Extended Service Period shall commence immediately upon the expiry of the Initial Service Period with any appropriate adjustments to the Service Specification and Service Charges.
- 3.9 If agreement cannot be reached for a Service to be extended before the expiration of the Initial Service Period for that particular Service, this Agreement shall automatically terminate in relation to that Service at the expiration of the Initial Service Period.
- 3.10 The parties shall co-operate to ensure an orderly exit and handover in relation to Services at the end of the Initial Service Period or Extended Service Period.

### **4. EARLY TERMINATION BY EITHER PARTY FOR DEFAULT**

- 4.1 Notwithstanding anything else contained herein any of the Services may be terminated in all or part:

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- 4.1.1 By the Council forthwith upon giving notice in writing to the Greener Ealing if the Greener Ealing ceases to carry on business or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or is in material breach of this Agreement and such breach is incapable of remedy or has not been remedied within a reasonable period, as agreed between the parties.
  - 4.1.2 By the Greener Ealing upon giving notice in writing to the Council pursuant to Clause 4.1.3 in the event that the Council commits a material or persistent breach of any term of this Agreement including the Operational Targets set out in Service Specifications save where caused by an act or omission of the Greener Ealing.
  - 4.1.3 The notice given pursuant to Clause 4.1.2 above, shall specify how and precisely to what extent Services or a Service have not been delivered in accordance with this Agreement and:
    - 4.1.3.1 as soon as reasonably possible and in any event within ten (10) Business Days of the receipt of a notice given under Clause 4.1.2, the Council shall prepare and submit to the Greener Ealing for its approval an action plan to remedy the breaches specified in the notice;
    - 4.1.3.2 an action plan prepared under Clause 4.1.3.1 shall specify a timetable for remedying each of the breaches complained of;
    - 4.1.3.3 within ten (10) Business Days of its receipt of an action plan the Greener Ealing may approve the plan or, in default of such approval the Dispute Procedure shall apply.
  - 4.1.4 If the Council rectifies the Council default within the time period agreed within the action plan, the termination notice shall be deemed to be revoked and this Agreement shall continue in relation to the Service which is subject to the notice. If the Council fails to rectify the default within the time period agreed within the action plan, the Greener Ealing may terminate that part of this Agreement which relates to that Service forthwith for the relevant service as defined in the Greener Ealing's notice as specified in 4.1.3 upon giving written notice and the Council shall meet any additional costs reasonably and properly incurred by the Greener Ealing in procuring alternative support services.
  - 4.2 Any termination of any of the Services shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
  - 4.3 For the avoidance of doubt, the Greener Ealing shall only terminate the Service which is subject to a notice pursuant to Clause 4.1.2 and not the whole Agreement which shall continue in full force and effect.
  - 4.4 In the event of the expiry or early termination of this Agreement in relation to all or any of the Services, the Council shall transfer all relevant data to the Greener Ealing to enable the Greener Ealing, or a new service provider, to provide the Services.



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## **5. AUTOMATIC TERMINATION**

- 5.1 This Agreement shall automatically terminate in the event that the Main Services Agreement terminates for whatever reason.

## **6. LIMITATIONS OF CLAIMS AND LIABILITIES**

- 6.1 The Council shall be liable for and shall indemnify the Greener Ealing against any demands, liability, damages, losses, costs, claims or proceedings whatsoever arising directly or indirectly out of or in connection with the provision of the Services by the Council pursuant to the terms of this Agreement save where the same shall have been caused in whole or in part as a result of any act or omission of the Greener Ealing.

- 6.2 The Greener Ealing shall be liable for and shall indemnify the Council against any demands, liability, damages, losses, costs, claims or proceedings whatsoever arising directly or indirectly out of or in connection with the receipt of the Services by the Greener Ealing pursuant to the terms of this Agreement save where the same shall have been caused in whole or in part as a result of any act or omission of the Council.

## **7. CLAUSE HEADINGS**

The clause headings herein are included for ease of reference only and do not form part of this Agreement.

## **8. NOTICES**

- 8.1 The parties to this Agreement may only serve notice on the other party by either delivering it by hand to the other party, sending it by first class recorded delivery post or facsimile transmission addressed to the other party at the address shown in this Clause or such other address as the parties may notify each other from time to time. Every notice to the Council shall be made for the attention of the Chief Executive at the Council's principal office and every notice to the Greener Ealing shall be made for the attention of the Managing Director at the Greener Ealing's registered office hereinbefore written.

- 8.2 Every notice will be treated as served at the end of the day that it is delivered if it is delivered by hand, two (2) Business Days after despatch if it is sent by first class recorded delivery post, or, if it is faxed, at 10.00am on the next working day following despatch.

- 8.3 In proving that service has been effected it is sufficient to show that, in the case of delivery by hand that it has been signed for by the other party, or its employee, agent or duly authorised representative, in the case of delivery by post that the letter was properly addressed, pre-paid and posted, and in the case of a facsimile transmission, that the original facsimile transmission report showed that the transmission had been successful and that the recipient number had been dialled correctly.

- 8.4 For the avoidance of doubt, notice given under this Agreement shall not be validly served if sent by email.

## **9. FORCE MAJEURE**

- 9.1 No failure or omission by any party to carry out or observe any of the stipulations or conditions of this Agreement shall, except in relation to obligations to make payments hereunder and except as herein expressly provided to the contrary, give rise to any claim against the party in question or be deemed a breach of this Agreement if such

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failure or omission arises from any cause reasonably beyond the control of that party including, but not limited to, national emergency, war, prohibitive governmental regulations or any other cause beyond the reasonable control of the parties renders performance of this Agreement impossible (a "Force Majeure Event").

- 9.2 Each party agrees to notify the other as soon as reasonably practicable upon becoming aware of a Force Majeure Event and the parties shall then work together in such a manner as is reasonable in the circumstances to deal with the Force Majeure Event and shall use all reasonable endeavours to mitigate any adverse effects on the provision of the Services and any losses arising from the Force Majeure Event and continue to perform their obligations under this Agreement notwithstanding the Force Majeure Event.
- 9.3 In the event that a party is unable to fulfil its obligations in a Force Majeure Event the obligations hereunder of such party shall be suspended. The party whose obligations have been suspended as aforesaid shall give notice of such suspension as soon as reasonably possible to the other party stating the date and extent of such suspension and cause thereof. Any party whose obligations have been suspended as aforesaid shall resume the performance of such obligations as soon as reasonably possible after the removal of the cause and shall so notify the other party.
- 9.4 Each party shall bear its own costs in rectifying a Force Majeure Event and neither party shall be entitled to bring a claim for a breach of this Agreement or incur any liability to the other party for any losses or damages arising from a Force Majeure Event.
- 9.5 Where a Force Majeure Event has a material effect on the provision of all or any significant part of the Services for more than six months then either party shall be entitled to terminate this Agreement in relation to the part of the Services affected by giving not less than three months prior written notice to the other.

## **10. WAIVER**

- 10.1 No delay, omission or forbearance by either party hereunder to exercise or enforce any right, power or remedy arising under or in connection with this Agreement shall operate as a waiver of that or any other right, power or remedy, and any single or partial exercise or enforcement thereof shall not preclude any other or further exercise or enforcement thereof or the exercise or enforcement of any right, power or other remedy.
- 10.2 A waiver of a breach of or default under any of the terms of this Agreement does not constitute a waiver of any other breach or default and shall not affect any other terms of this Agreement.
- 10.3 A waiver of a breach of or default under any of the terms of this Agreement will not prevent a party from subsequently requiring compliance with the waived obligation in respect of that breach or continued default.
- 10.4 The rights, powers and remedies provided in this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any right, power or remedy provided by law or by any other agreement or document.

## **11. SEVERABILITY**

- 11.1 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or

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impair the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement.

11.2 Without prejudice to Clause 12 should any competent authority or court indicate that this Agreement will only be exempt from, or fall outside the scope of, any applicable laws or regulations if it is amended in certain respects or any provision of this Agreement be discovered or declared (whether formally or informally) by any competent authority or court to be legally void or unenforceable in whole or in part, then the parties shall meet with a view to reaching agreement upon amendments that are acceptable to the competent authority or court and most nearly achieve the object of the objectionable, allegedly void or unenforceable provision and upon such other amendments as may be appropriate, having regard to the changed nature of the agreement provided always that if the parties cannot agree upon such amendments within sixty (60) Business Days of the application of this Clause 11.2 then Clause 11.3 below shall apply.

11.3 Instruction of Counsel:

11.3.1 Where this Clause applies the parties shall instruct counsel of not less than five years call to settle the required amendments such counsel to be appointed by agreement between the parties and in default of agreement by the Chair from time to time of the Bar Council or his nominated officer upon the application of either party following notice to the other requiring it to concur in such appointment.

11.3.2 The cost of counsel appointed pursuant to this Clause shall be borne as between the parties as the appointed counsel shall determine or in default of determination in equal shares between the parties.

11.3.3 The parties shall do and execute such documents and things as may be necessary to ensure that such amendments as may be determined pursuant to this Clause are incorporated into this Agreement will full effect.

## **12. ENTIRE AGREEMENT**

12.1 This Agreement together with the Main Services Agreement, Business Transfer Agreement, Admission Agreement and Lease and all agreements entered, or to be entered into, pursuant to the terms of this Agreement or entered into between the parties in writing and expressly referring to this Agreement, constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement. This Agreement supersedes all previous discussions, agreements and understandings between the parties and their agents (or any of them) and all previous representations and expressions of opinion by any party (or its agent) to any other party or its agent and each party acknowledges that, in entering into this Agreement, it does not do so on the basis of, or in reliance upon, any representations, promises, undertakings, warranties or other statements (whether written or oral) in relation to the subject matter except as expressly provided in this Agreement and accordingly all conditions, warranties or other terms implied by statute or common law are, save as to fraud, hereby excluded to the fullest extent permitted by law. In the event of any conflict between this Agreement and the Main Services Agreement, the Main Services Agreement shall prevail.

## **13. ASSIGNMENT**

13.1 Save as provided for in Clause 14.2, Greener Ealing shall not be permitted to assign this Agreement other than with the express written consent of the Council.

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- 13.2 Greener Ealing may assign or transfer certain rights or obligations under this Agreement to a wholly owned trading subsidiary of Greener Ealing with the prior written consent of the Council. The Council shall be permitted to novate or assign this Agreement and transfer any rights and obligations under this Agreement to a successor local authority (or local authorities) in the event of local government reorganisation.

**14. CONFIDENTIALITY**

- 14.1 Each party undertakes to the other to keep secret and confidential all information of a confidential nature (whether written, pictorial, in machine readable form or oral) and in whatever form received during the continuance of this Agreement or obtained as a result of entering into or performing this Agreement concerning the business or affairs of the other party including without limitation:

- 14.1.1 those sections of this Agreement identified as confidential by reference to Part 1 of Schedule 3;
- 14.1.2 information concerning the trade secrets, customers, suppliers or business associations of the other party; and
- 14.1.3 information concerning the financial, operational, technical or commercial affairs of the other party;
- 14.1.4 all of which shall be the “Confidential Information”.

- 14.2 Each party undertakes to the other not to use the Confidential Information of the other party except for the purposes of this Agreement and shall not (without the prior written consent of the other party) disclose the same to any person save to the extent necessary for the performance of this Agreement and except to the extent that such information:

- 14.2.1 is required to be disclosed by the law of any relevant jurisdiction;
- 14.2.2 is trivial or obvious;
- 14.2.3 is already in the public domain at the time of disclosure or thereafter shall fall into the public domain other than as a result of breach of this Clause;
- 14.2.4 is in the disclosing party’s possession (as evidenced by written records) otherwise than as a result of a breach of this Clause;
- 14.2.5 becomes known to the disclosing party from a source other than another party to this Agreement otherwise than as a result of a breach of this Clause;  
or
- 14.2.6 was disclosed after the express prior written approval of the party to whom such information belongs;

and in any event subject to the disclosing party having notified the other party to this Agreement in writing prior to making such disclosure.

- 14.3 Notwithstanding anything contained elsewhere in this Agreement, the provisions of this Clause 15 shall survive the termination or expiry of this Agreement.

**15. FREEDOM OF INFORMATION**

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- 1.1 Both parties acknowledge that the other party is subject to the requirements of the FOIA and the EIRs. The parties shall:
    - 1.1.1 provide all necessary assistance and cooperation as reasonably requested by the other party to enable the other party to comply with its obligations under the FOIA and EIRs;
    - 1.1.2 transfer to the other party all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 5 Working Days of receipt;
    - 1.1.3 agree between themselves which party shall be responsible for responding to the Request (the **Responding Party**);
    - 1.1.4 the non-Responding Party shall provide the Responding Party with a copy of all Information belonging to the non-Responding Party requested in the Request for Information which is in its possession or control in the form that the Responding Party requires within 5 Working Days (or such other period as the Responding Party may reasonably specify) of the Responding Party's request for such Information; and
    - 1.1.5 not respond directly to a Request for Information unless agreed in writing to do so by the other party.
  - 1.2 The parties shall take reasonable steps to notify each other of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement).
  - 1.3 Notwithstanding any other term of this Agreement, both parties consent to the publication of this Agreement in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA and EIRs.
  - 1.4 The Council shall, prior to publication, consult with Greener Ealing on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decisions in its absolute discretion. Greener Ealing shall assist and co-operate with the Council to enable the Council to publish this Agreement.

**16. RIGHTS OF THIRD PARTIES**

No person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Agreement.

**17. NO PARTNERSHIP OR AGENCY**

Nothing in this Agreement and no action taken by the parties under this Agreement shall create a partnership or establish a relationship of principal and agent or any other fiduciary relationship between the parties.

**18. AMENDMENTS**

No amendments to this Agreement shall be binding unless agreed to by the parties and evidenced in writing and signed by the authorised representative of each party.

**19. DISPUTE RESOLUTION**

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Any disputes or differences arising between the parties hereto as to their respective rights duties or obligations or to any other matter or thing in any way arising out of or in connection with the subject matter hereof shall be referred in accordance with the dispute resolution provisions set out in Schedule 2.

**20. GOVERNING LAW AND JURISDICTION**

This Agreement is governed by and is to be construed in all respects in accordance with the Laws of England. Subject to Clause 20 the parties irrevocably submit to the exclusive jurisdiction of the English courts.

**21. REVIEW OF OPERATION**

21.1 The operation of this Agreement including the Service Charges and the achievement by the Service Provider of the Operational Targets may be formally reviewed by the parties on an annual basis.

21.2 The Service Charges shall be formally reviewed by the parties on an annual basis., any amendments to this Agreement in relation to the Service Charges shall be noted in writing signed on behalf of the parties and shall operate as variations to this Agreement.

**IN WITNESS WHEREOF** the parties hereto have executed and delivered this document the day and year first before written.

**SIGNED ON BEHALF OF THE COUNCIL OF THE LONDON BOROUGH OF EALING BY:**

.....  
Authorised Officer

.....  
Print name

.....  
**Date**

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**SIGNED ON BEHALF OF  
GREENER EALING LTD BY**



.....  
**Authorised Signatory**

**Kevin O'Leary  
Interim Managing Director**

**1 July 2020  
Date**

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## **SCHEDULE 1**

- 1. FINANCE – ACCOUNTS PAYABLE**
- 2. LEGAL**
- 3. PROCUREMENT**
- 4. ICT**
- 5. FACILITIES MANAGEMENT**
- 6. HR - PAYROLL AND PENSIONS ADMINISTRATION**
- 7. DATA PROTECTION AND FREEDOM OF INFORMATION REQUESTS**

**These Services will be set out in separate parts of this Schedule.**



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## **FINANCE – ACCOUNTS PAYABLE**

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2.3	Invoice Rejection
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<b>4</b>	<b>CONDITIONS</b>

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## 1. INTRODUCTION

This document outlines the service levels agreed between the Accounts Payable Team and Greener Ealing Ltd, GEL.

The details of this agreement cover:

- Invoice Receipt, verification and processing
- Payment run proposal & Over £50k
- Invoice Rejection
- New Supplier Setup
- BACS Rejection and Redirection Process
- Internal client communication response times
- External client communication response times
- Construction Industry Scheme
- Remedy
- BVPI8
- Escalation Process
- Conditions

## 2. LEVELS OF SERVICE

### 2.1 Invoice receipt, Verification and Processing

GEL or its suppliers will submit all invoices electronically to [Invoices@GreenerEaling.co.uk](mailto:Invoices@GreenerEaling.co.uk)

All e-mails received before 4pm will be counted as being received that day. All e-mails received after 4pm will be counted as being received the following day. Invoices will be processed within 7 days from the date of receipt.

All invoices must detail the necessary information in order to be processed and must be supported by the appropriate Purchase Order number, cost center account code and project code (if required), failure to comply will result the invoice being rejected and will delay payment. (How to Present a Valid Invoice).

### 2.2 Payment Run Proposal

Accounts Payable will generate the payment run proposal every Thursday morning and will check the payment run proposal for errors. The check will be based on selecting a sample number of invoices within the payment run checking against the data input on to Business World and the information detailed on the submitted invoice for errors. All errors will be highlighted and either extracted to be investigated (if it is a supplier submission error), or re-registered using a GEL Payment Request Form.

A copy of each payment run will be sent to the GEL Head of Finance and MD, for approval. This file must to be sent to [paymentapproval@ealing.gov.uk](mailto:paymentapproval@ealing.gov.uk) by 2pm as confirmation that payment can be made.

Once the proposal has been duly checked and signed off, the BACS file will be submitted.

### 2.3 Invoice Rejection

Invoices received by AP which do not meet the HMRC criteria or do not reference a valid Purchase order number or cost center and account code will be rejected to GEL, advising them of the reason for rejection and how to resubmit in order to be processed.

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## **2.4 New Supplier Setup**

Refer to GEL Purchase to Pay in Self Service - User Guide for the end to end process.

New supplier requests will be actioned within 5 days from initial receipt of task in Business World pending confirmation of information provided by the supplier.

This task includes validation of information entered on Business World; confirmation of documentation submitted to be complete in full meeting Ealing Council/HMRC requirements.

PLEASE note that you should not raise requisitions against a supplier until they have been fully set up and approved on Business World.

## **2.5 BACS Rejection/Redirection Process**

BACS Rejections/redirection reports will be shared with GEL with a view to resolving the issues stopping payment as quickly as possible. GEL will liaise with their supplier and gather the relevant information/documentation from the supplier.

## **2.6 Internal Client Communication**

GEL will be required to contact the GEL P2P Team via [GELP2P@GreenerEaling.co.uk](mailto:GELP2P@GreenerEaling.co.uk).

## **2.7 External Client Communication**

If the supplier is querying an outstanding invoice or payment they will contact P2P team via [GELpayments@greenerEaling.co.uk](mailto:GELpayments@greenerEaling.co.uk)

## **2.8 Construction Industry Scheme**

Completion of verification and reconciliation of payments made to suppliers who fall inside the Construction Industry Scheme and submission of CIS returns will be managed by AP.

## **2.9 Service Deliver Cost**

The Account Payable costs are estimated as follows;

0.60 FTE at spinal point 28 £22,008pa including add-ons

0.10 FTE at spinal point 44 £6,304 pa including add-on

## **2.10 Remedy**

P2P will respond to all requests whether they are incidents or service requests within 5 days from date of initial request.

## **3. ESCALATION PROCESS**

For all GEL complaints or concerns, the escalation process is contact Liz Lyons, if you remain unhappy please contact Nick Rowe

Liz Lyons 020 8825 5052 or 07545412341.

Nick Rowe 020 8825 9732

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#### **4. CONDITIONS**

Ealing Accounts Payable Team operational hours are 09:00 to 17:00 Monday to Friday.

The service will operate on a change control basis whereby any and all future changes or amendments to the agreed processes and SLA may incur a charge once the service goes live.

All change requests or amendments will be assessed individually and timeframes for completion will be provided along with costs for GEL to accept.

All invoices will be captured/scanned into Business World and archived for one calendar month thereafter. Once this period has expired, the original paper or electronically submitted invoice will be securely disposed of or deleted. Business World will hold the invoice record should it be required for future reference.

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## LEGAL SERVICES

### 1. Legal Services - core aims

Our core aims are:

- to provide a customer focused, high quality legal service that meets the needs of our clients and maximises operational efficiency
- to ensure that clients are properly legally advised and informed so as to make sound decisions in order to achieve their objectives

### 2. Core customer service standards

The legal service will:

- exercise skill, care and diligence in line with the best professional practice
- protect client confidentiality, including clients' data protection rights
- where appropriate, explain to clients their rights as data subjects and provide clients with the name of the person responsible for data protection
- ensure that all work is undertaken by appropriately qualified and experienced officers under proper management and supervision
- communicate regularly and effectively to ensure that clients are aware of the key issues affecting the progress and costs of matters.

We have since 2004 been accredited to the Law Society's LEXCEL Practice Management Standard. This is an independently audited and nationally recognised quality standard for legal practices.

### 3. Customer Service Agreement

#### 3.1 Purpose of the Agreement

This agreement sets out the standards with which Legal Services will comply when providing services to external clients.

The purpose of this agreement is to ensure that the highest standards of client care are maintained at all times.

#### 3.2 Instructing Legal Services

We need to be clear about your requirements and whilst we will not always require written instructions for routine legal matters or advice, we will need clear written instructions from you for more complex work to ensure that there is no doubt or uncertainty about the work to be undertaken or the required outputs.

A follow-up meeting may be required for complex cases to ensure clarity of purpose and to develop a strategy or case plan.

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All instructions will be acknowledged promptly, detailing the name of the lawyer handling the matter, the proposed action to be taken and the name of the supervising officer.

### **3.3 Timescales**

When requested by the client, Legal Services will provide an estimated timescale for dealing with and completing matters, although estimated timescales will always be subject to the proviso that factors outside the control of the legal service can influence the timely progress of matters e.g. slow response times from third parties.

We will always meet statutory deadlines, court and other key dates although again this is subject to factors outside our control, such as the desire or ability of a third party to respond to requests for information.

### **3.4 Ongoing communication**

We recognise the importance of keeping our clients informed of progress and issues to be resolved; this will be the responsibility of the lawyer allocated to your particular matter. The frequency of communication will normally depend on the complexity and urgency of the matter and your requirements so it is important to let the lawyer know if frequent updates on a matter are required. A light touch (i.e. less expensive for you) approach will be taken to communication on routine matters unless there are particular reasons to justify a different approach. The outcomes of matters will be communicated to you on completion as required.

Good working relationships with our clients add value to the service provided. Client liaison meetings can be held with one of our senior managers where appropriate, at no cost to you, to discuss our performance, explore areas for improvement and any other relevant business.

### **3.5 Our charges**

Legal Services operates a trading account and charges for our lawyers' time by the minute, recorded on our case management system with notes to ensure that you are provided with full and transparent details of our charges. You will be invoiced either at the end of your transaction or, if it is likely to take longer than three months to complete, at three monthly intervals.

Initial enquiries are normally handled free of charge. Time is then charged by the minute at the rates shown in the table below. These rates were last increased with effect from 01/08/2019, the first increase since 2012.

	<b>Hourly rate</b>
Director/Head of Legal	£117.00
Senior Lawyer	£108.00
Contracts Lawyer	£98.00
Lawyer	£88.00
Senior Legal Assistant/Paralegal	£45.00

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Legal Assistant	£35.00
Student	£23.00

Any disbursements we pay on your behalf (court fees, Counsel's fees, etc.) will be invoiced to you at cost. Legal Services will ensure that good value is achieved in procuring these services by using appropriate panel arrangements and by negotiating fees with individual service providers.

For any queries on our charges please contact our Business Manager Don Pitts on 0208 825 6370 or at [pittsd@ealing.gov.uk](mailto:pittsd@ealing.gov.uk).

#### 4. Response times

Legal Services aims to process all work as quickly as possible and to meet any specific deadlines and will always give priority to urgent and high-risk matters.

When work volumes are very heavy or staffing resources limited it may not be possible to meet target response times. In these circumstances the lawyer handling your matters will ensure that you are kept informed of any likely delays.

#### 5. Complaints

In the event that you have any cause to complain about the service you receive, please contact in the first instance the supervisor of the lawyer dealing with your matter. If you remain unhappy then you should contact the Director of Legal and Democratic Services (Helen Harris) at [harrish@ealing.gov.uk](mailto:harrish@ealing.gov.uk).



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## CONTRACT SECTION

### Pre-Contract Advice

- |       |   |          |
|-------|---|----------|
| (i)   | Providing copies of standard contract Documents to clients following request (without amendment to documents)   | 5 days   |
| (ii)  | Commenting upon/amending draft tender documents, advising on tendering strategy, standing order compliance (Simple or low value contracts)  | 10 days  |
| (iii) | Commenting upon/amending draft tender documents, advising on tendering strategy, TUPE implications, EC rules, standing order compliance (Complex or high value contracts, including Term contracts) | 20 days* |

### Post Contract Advice

- |      |   |          |
|------|---|----------|
| (iv) | Contract Sealing. Contract for execution prepared.                      | 15 days  |
| (v)  | Providing miscellaneous contract advice (Simple or low value contracts) | 10 days  |
| (vi) | Providing miscellaneous contract advice on complex contracts            | 20 days* |

### General

- |       |   |        |
|-------|---|--------|
| (vii) | Clients instructions acknowledged and name of fee earner dealing with the matter supplied | 3 days |
|-------|---|--------|

### Notes:-

\* Shorter time limits may be agreed with the Head of Legal (Contracts) or the fee earner dealing with the work.

1 All references are to working days not calendar days.

2 All references to time limits are on the basis of full instructions being received by Legal Services. Time periods only run from actual receipt of full instructions.

3 Instructions shall be clearly set out in writing unless a matter is of the most extreme urgency, when, following the verbal agreement of the Head of Legal (Contracts), verbal instructions may be given, providing they are subsequently (and in any event within 5 days) confirmed in writing.



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## LITIGATION TEAM

### Service Specification

#### 1. General

References to days are to working days.

References to 'Within time allowed' are to time period fixed by the court or procedure rules.

All time limits given start when full instructions are provided by the client.

All time limits run concurrently except where otherwise stated.

Urgent, sensitive, important and high profile matters will take priority.

All time limits set by the court or procedure rules will be met subject to clients providing information, evidence and documents which are necessary to do so, within the time given by legal services.

In all cases, instructions will be acknowledged or clients will be informed where proceedings are served directly on legal services, within 5 days.

#### 2. General Advice

Seeking further instructions, documents or a meeting with the client officer	21 days
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Consider the matter, research the law and providing the advice.	10 days
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#### 3. Servicing Licensing Panels

1. Considering and commenting on draft 14 days or sooner if requested

2. Preparing for meeting. Before the meeting

Attending the meeting.	On date fixed
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Considering the draft minutes/	Within 7 days of its receipt notification to applicant.
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#### 4. Checking Committee Reports

Drafting/checking legal implications and considering report.	7 days or sooner if requested
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#### 5. \*Training

Preparing training material and conducting training <u>or</u> arranging with external trainer to provide training.	As agreed
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#### 6. \*Defending Employment Claims

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Taking full instructions and obtaining all necessary documents.	Within 14 days of claim
Preparing, filing with Employment Tribunal (ET) and serving IT3 (response to the claim)	Within time allowed
Exchanging witness statements after interviewing witnesses and obtaining witness statements.	Within time allowed
Following ET procedures.	Within time allowed
Preparing bundle of documents.	Within time allowed
Briefing Counsel and arranging case conference if necessary	As agreed on case by case basis
Attending hearing.	On date set
Notifying client of result.	Within 3 days of hearing
Dealing with consequential matters.	As may be agreed or within time allowed

## **7. Recovering Debts**

Sending letter before action.	21 days
Preparing pleadings and issuing proceedings.	21 days
Applying to enter judgement in default of defence.	Within 14 days from end Of time for filing defence
Following court procedures and directions.	Within time allowed
Prepare, file at court and serve on the defendant bundle of documents.	14 days before hearing date
Attending hearing.	On hearing date
Notifying client of result of hearing.	Within 3 days of decision
Taking steps to enforce judgement.	As agreed with the client

## **8. Taking Prosecutions**

Checking whether 6 months time limit for taking Action applies.	7 days
Considering evidence and requesting further/additional evidence as may be required.	28 days
Drafting summons.	7 days
Obtaining a preliminary hearing date and sending summons and other documents to court.	7 days

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Notifying all witnesses of hearing date.	Within 7 days of getting the date
Following court procedures/directions.	Within time allowed
Attending hearing.	On hearing date
Notifying client of result of hearing.	Within 3 days of decision

**9. \*Recovery of Possession of Premises for Anti-Social Behaviour**

Checking validity of notice seeking possession and asking for further/additional evidence.	1 days
Drafting pleadings including summons for possession, statement of case and, if appropriate, application for an injunction.	14 days
Interviewing witnesses and taking witness statements as may be necessary.	Within time allowed
Following court procedures/directions.	Within time allowed
Advising client and witnesses of hearing date.	Within 7 days of knowing the date
Attending hearing with or without Counsel as may be the case.	On hearing date
Notifying client of result of hearing.	Within 3 days of decision
Dealing with consequential matters.	As agreed with client or Within time allowed

**10. \*Defending Other Proceedings -**

Requesting from client response to claim and Supporting Documents.	10 days
Drafting and filing at court and serving on claimant, the defence.	Within time allowed
Following court procedures and directions.	Within time allowed
Liaising with witnesses, obtaining statements and notifying them of hearing date	Within good time
Attending court with or without Counsel.	On hearing date
Notifying client of decision.	Within 3 days of decision
Dealing with consequential matters.	As agreed with client or Within time allowed.

**11. \*Recovery of possession from Unauthorised Occupants**

Checking paperwork including notice to quit and

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Requesting further information/documents.	21 days
Preparing statement and application and filing at court.	14 days
Sending statement and application to client for personal service.	Within 2 days of receiving hearing date
Receiving result of inspection of property from the client.	2 days before hearing.
Attending hearing.	On hearing date
Notifying client of result of hearing.	Within 3 days of decision
Applying for eviction of unauthorised occupants.	Within 2 days of request by client
<b>12. *Recovery of rent arrears/possession of properties</b>	
Checking instructions received and requesting clarification/ additional information.	14 days
Preparing court documents and lodging papers in court.	7 days
Notifying client of hearing date.	Within 7 days of knowing
Attend hearing.	On hearing date
Dealing with consequential matters, e.g. applications for Warrant, application to set aside, etc.	As agreed with client or within time allowed
<b>13. Applying for injunctions</b>	
Obtaining full instructions, including statements.	5 days
Preparing application for injunction.	4 days
Making ex parte application for injunction.	Time suitable to the Court
Arranging personal service of injunction.	Within 1 day of getting Order
Following court procedures/directions.	Within time allowed
Attending final hearing.	On date fixed
Taking steps to enforce injunction if it is not complied with.	As agreed with client
<b>14. *Defending Judicial Review Proceedings</b>	
Requesting full instructions and responses to matters raised by the Applicant.	7 days
Filing and serving acknowledgement of service.	Within time allowed

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Dealing with oral permission hearing and advising client of result.	Within 3 days of hearing
Preparing, filing and serving witness statements and skeleton arguments.	Within time allowed
Agreeing bundle of documents.	14 days before hearing
Notifying client of hearing date.	Within 7 days of knowing
Attending hearing with Counsel.	On hearing date
Notifying client of result.	Within 3 days of decision
Dealing with consequential matters.	As agreed with client or within time allowed

**15. \*Removal of Travellers**

Requesting written statements from client.	1 day
Preparing application to court including application to abridge time and lodging at court.	1 day
Attending court an application to abridge time, if necessary	Time convenient to court
Arranging personal service of proceedings on travellers.	1 day
Notifying client of hearing date.	As soon as known
Attending hearing.	On hearing date
Obtaining sealed Order from court and passing to client for service.	Within 1 day of hearing
If necessary, arranging for court bailiffs to evict.	As agreed with client

**16. \*Defending Challenges Against Homelessness Decisions**

Requesting information and documents from client.	7 days
Assessing strength of appeal and, if appropriate, advising client on merits of settling the case.	7 days
Following court procedures/directions.	Within time allowed
On receipt of notice of hearing liaising with Counsel And notifying client of hearing date.	Within 7 days of knowing date
Attending hearing.	On hearing date
Notifying client of result of hearing.	Within 3 days of decision
Dealing with consequential matters.	As agreed with client

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## 17. \*Appeals Against Statutory Notices

Requesting information and documents from client.	10 days
Assessing strength of appeal and, if appropriate, Advising on merits of settling the case.	14 days
Attending preliminary hearing for appeal date to be fixed (Magistrates Court) or directions hearing (County Court).	On date fixed
Notifying client of hearing date and arranging for witnesses to attend court.	Within 3 days of getting the date
Following court procedures and directions.	Within time allowed
Preparing for appeal hearing and liaising with Counsel, if appropriate.	14 days before Hearing
Attending appeal hearing.	On hearing date
Notifying client of result.	Within 3 days of decision
Dealing with consequential matters.	As agreed with client

### Notes

Types of work for which the client has to use legal services

As regards the need for client departments to use legal services, the following may be helpful:

1. where the GEL has a discretion to take prosecutions, it must exercise the discretion on the merits of each case, it cannot have a blanket policy (e.g. it cannot decide not to prosecute for a particular type of offence), it must take into account all relevant considerations and the decision reached must be reasonable.
2. The GEL must take all reasonable steps to recover debts owing to it. It has a fiduciary duty to its council tax and non domestic ratepayers and is in somewhat of a similar position to that of a trustee. It can only write off debts if there is no reasonable prospects of recovering them or because it is financially prudent to do so.
3. In the cases of general advice, servicing licensing panels and checking committee Reports, the GEL is bound to comply with legislation, it must act within its powers and duties and it must make proper, reasonable and lawful decisions.

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## Property Team

### Service Specification

#### 1. Estate Conveyancing

Acknowledgement of instruction	5 days
Send initial correspondence confirming instruction & setting out terms	7 days
Sending out draft documentation (non-complex matters)	15 days
Sending out draft documentation (complex matters)	25 days
Notify completion/withdrawal	5 days
Advice (general)	7 days
Advice (complex)	20 days

#### 2. Right to buy sales

Initial Correspondence	5 days
Draft documentation	15 days
Notify completion/withdrawal	5 days
Advice (general)	5 days
Advice (complex)	15 days

#### 3. Legal charges (Social services)

Drafting legal charges	10 days
Advice	15 days

#### 4. Committee reports

Checking, considering report and drafting legal implications	7 days
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#### 5 Ownership and title investigation

Investigation and preparation of report on title	30 days
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## Notes

- i) References to days are to working days.
- ii) At times of peak workflow and where sanctioned by the Senior Solicitor, deadlines in excess of those set out above may be agreed by the case officer with the client. This does not apply where statutory time limits exist.
- iii) Deadlines shorter than the ones listed above may be agreed with the case officer in urgent cases, where resources and statutory requirements allow.
- iv) Except acknowledgement of instruction, all time limits above run from receipt of full instructions (unless otherwise stated).
- v) Subject to (iv) above, where carrying out of one procedural step is dependent upon another, the time limit stated runs from the conclusion of that previous step.
- vi) In times of very heavy workflow, it may be occasionally necessary to advise clients that the team does not have the capacity to deal with a regular instruction. This will generally be done by the Senior Solicitor within 3 days of instruction. Where this is done, advice will be offered as to where appropriate advice will be suitably obtained.



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## PROCUREMENT

# Commercial Hub Level Agreement

## 1. Introduction

This document sets out the level of service which clients can expect from the Commercial Hub and also outlines the responsibilities of the Department Client in order to support the service delivery process. It focuses on the main activities of the Hub function and provides appropriate key performance indicators. It is considered a working document and will be reviewed and updated as required.

## 2. Who We Are

The Commercial Hub is part of the Finance Directorate and deals with the commissioning, procurement and contract management of goods, works and services. We aim to be an internal business partner who collaborates with you, providing analysis, support and advice, guidance and training to drive value for money across Greener Ealing.

We will provide you with a high quality professional service, ensuring that we satisfy your requirements by listening to you and engaging with you at all times during the commercial cycle. We contract with you to deliver the outcomes and provide strategic procurement advice and support on the acquisition of all goods, works and services in line with Public Procurement Law and Greener Ealing's Standing Orders. The team also provides broader commercial advice and support to help manage risk, develop commercial behaviour and organizational opportunities and to support Departments generate savings.

## 3. Our Fees

We will grade each opportunity by value, opportunity and service risk. Typically you will receive a priority service by category of Gold, Silver or Bronze which attract different response times and which will be defined and agreed with you in the project initiation document (PID) which is formed upon the beginning of each project.

## 4. The Commercial & Procurement Service Mission

### 4.1 We seek to:

Provide a best practice, modern procurement service to support Greener Ealing and assist our clients to accomplish their goals. We shall achieve this by helping our Clients to manage the spend for goods and services to get best value in a timely, safe and efficient way.

### 4.2 To achieve this we will:

Put our clients at the centre of everything we do.

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We will seek to understand our clients and their needs.  
We will ensure the service you receive is professional, positive and respectful.

#### **4.3 What you can expect from us**

We aim to provide you with the right information, commercial advice and project support in a timely and constructive way. Everyone will be treated fairly and with respect and courtesy. Our staff and services will be easy to access and will, wherever possible, provide you with choice. We strive for continuous improvement.

We will keep you informed and explain any decisions. Our services will be delivered in a way that ensures we add value and make a difference. We will adhere to the GEL's values, vision, policy and strategy and against our principles: -

- Act commercially at all times;
- To deliver savings and value for money;
- To support services;
- To have the best solution in place to cover the GEL's needs;
- Accountability for spending public money;
- Applying best practice;
- To utilise specific expertise;
- Comply with legislation
- Public contract regulations and contract procedure rules.

If we do something wrong, we will put it right as quickly as possible.

#### **4.4 We will:**

- Work closely with clients to understand business and cost pressures and help deliver increased value for money (VFM) through service re-design;
- Provide commercial and procurement advice to identify options, risks and remedies to help you make the right purchasing decisions
- Support the commissioning process through the development of commercial strategies for categories of spend and for specific projects
- Help you extract better value from your supply chain and deliver an even better service / solution through contract and supplier relationship management
- Support and lead on supplier negotiations and contract reviews
- Provide spend, market and service analysis advice, guidance and intelligence
- Provide tools, templates and techniques to empower service areas in relation to Commissioning, Supplier Relationship and Contract Management
- Support contracts with a value below £189k for Services and £500k for Works via self-service and available toolkits, alongside weekly surgeries

- 
- Support all OJEU contracts (i.e. above £163k for Services and £500k for Works) via a fully assisted service led by a Category Lead, Commercial Manager and Procurement Project Officer.
  - Manage commercial and procurement corporate contract supplier relationships and provide sign-posting on use.

## **5. Our Services and Standards**

### **5.1 Aim:**

To offer advice to anyone who is planning a purchase on behalf of Greener Ealing and to communicate effectively and professionally. We will take care to find out a client's requirements and advise on the most cost-effective service focussed commercial solution, as well as ensuring compliance with procurement legislation.

### **5.2 We will:**

Provide initial responses, in a timely manner, subject to our agreed service standards of:

Gold = 1-2 Days,  
Silver = 2-3 days and  
Bronze = 3-5 days.

Office's core opening hours of 9.00am to 5pm, Monday to Friday (Excluding Public Holidays): -

(Where further information is required to be provided) inform the client as to when they can expect to receive that information and undertake to respond within this timeframe.

### **5.3 We will expect you as the client to:**

- Involve us at the earliest opportunity
- Have a clear understanding of desired outcomes
- Be prepared to be flexible in thinking and methods used
- Be prepared to work with your counterparts from neighbouring boroughs
- Take responsibility and ownership
- Meet agreed deadlines
- Provide all available information, communicate fully and in a timely manner

- 
- Be aware of the impact in moving the goalposts without letting us know and discussing it first
  - Use the toolkits provided
  - Engage with the other relevant departments so as not to slow down the process
  - Consider other factors and options that could affect the outcome.

## **6.0 Category Management**

### **6.1 Aim:**

#### **To ensure:**

- Setting the overarching procurement strategies through collaboration engagement and support of departments.
- Defining and implementing Category Management approaches. Each spend category will be assigned a manager who will be the main point of contact with the directorates and ensure that all category targets are met.
- Requires close working with the service to understand the desired outcomes as well as a deep knowledge of the market place and trends.
- Maintaining close working relationship between Commercial Hub and key stakeholders from the departments.
- That value for money is achieved and purchasing power is optimised between quality and cost
- The provision of supply arrangements for goods and services which meet user expectations in terms of price, quality, delivery and after-sales service
- That process efficiencies and other cost benefits are achieved
- That legal requirements are adhered to
- That long-term strategic partnerships are developed with suppliers

### **6.2 We will:**

- Enable a strategic view of supply markets and services, supporting market development and collaboration.
- It is estimated that by employing a category management approach to spend organisations can reduce spend by 10% - 20%.
- Facilitate a holistic view of spend within the centre which will help to reduce silo'd working, enable greater social value and aid the implementation of category and commercial strategies.
- Ensure that key stakeholders are represented at all times to create a balance between service delivery excellence and commercial excellence.
- Benchmark existing prices against those of other suppliers (where available);
- Analyse the market, research options and consult with users to clearly define requirements;
- Evaluate tender submissions, meet with suppliers and award contracts

- 
- Measure supplier performance through regular reviews based on comprehensive service level agreements and client feedback

### **6.3 We will expect you as the client to:**

- Make full use of the existing and pre-negotiated contracts and search for the content in Agresso before requesting a new product or supplier addition;
- Acknowledge evidenced commercial value creation in savings reporting;
- Recognise that sourcing goods/services at a lower unit cost elsewhere does not necessarily mean that a better deal is being obtained;
- Feedback regularly to the Commercial Hub on supplier performance and quality of goods and services;
- That all contracts, contract variations, contract management minutes and performance reports are shared/stored on the Commercial Hub Sharepoint site.

## **7.0 Procurement Project Management**

### **7.1 Aim:**

#### **To ensure that:**

- Procurement process & methodology;
- Defining, implementing and rolling out a strategic sourcing process including standardised Procurement Governance Process across the organisation;
- Project Management of OJEU procurements, support to middle tier procurements and visibility of self-serve activities (tier based on value and complexity);
- Value for money is achieved through total cost management;
- Objectives of the purchase are met;
- The appropriate goods, services or works are purchased to the required timescales, within the budget available;
- Legal and policy requirements are adhered to.

### **7.2 We will:**

- Standardised governance and processes ensure tighter control and greater visibility of total spend across the council;
- Support the better use of resource where there is a variation in procurement activity levels;
- Full support around OJEU contracts ensures the Council is making informed, risk based commercial and service based decisions in high areas of spend, whilst also operating within relevant regulatory parameters;
- Appoint an appropriate member of the Commercial Hub to work with you through the tender exercise;
- Facilitate the creation of a suitably representative Stakeholder Project team;
- Advise on the most appropriate tendering route to be taken;

- 
- Fully consult with you throughout the exercise and facilitate all reasonable requests;
  - Provide tools to evaluate the tender submissions;
  - Agree the timelines with you to arrange all associated meetings with suppliers;
  - Negotiate with tenderers as appropriate and support the award of contract;
  - De-brief all unsuccessful suppliers on request (with support from the user(s) as required);
  - Remain involved in the contract to ensure that all your requirements are met.

### **7.3 We will expect you as the client to:**

- Give clear details of your requirements taking all factors into consideration, and
- Ensuring that you provide a specification which is neither too restrictive nor too ambiguous;
- Ensure that you have approved funding for the purchase + Commercial Hub support;
- Ensure that any other factors likely to affect the purchase are resolved before tendering;
- Adhere fully to the requirements and constraints of the tendering process;
- Treat all information provided by potential suppliers as confidential and commercially sensitive;
- Be available to attend interviews, demonstrations, site visits or supplier debriefs as required;
- Support the award to the winning bid based on the original specification and evaluation criteria agreed at the outset with the Project Team;
- That all contracts, contract variations, contract management minutes and performance reports are shared/stored on the Commercial Hub Sharepoint site.

## **8. Contract Management & Commercial Input**

### **8.1 Aim:**

To ensure that all staff involved in the purchase of goods and services are knowledgeable in the processes involved, the regulations governing those processes and the need for compliance with public procurement legislation.

Dependent upon the nature of the training a fee maybe charged for this service.

### **8.2 We will:**

Provide regular training courses to all nominated Buyers/ Contract Managers and any other relevant Stakeholders.

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### **8.3 We will expect you as the client to:**

- Attend the courses and engage positively with the issues raised;
- Feedback as appropriate on course content and suggest any topics which you would like to see covered;
- Complete a user survey as requested;
- Pass on/brief out knowledge gathered to your colleagues;
- Follow the guidance and training shared by applying the learning so that the new way becomes 'business as usual'.

## **9. Systems & MI**

### **9.1 Aim:**

To ensure that all directorates are informed of changes in purchasing regulations and procedures, new or renewed contractual arrangements and new purchasing initiatives.

To ensure our Clients have easy access to meaningful, clear information that helps them run their business and control their budgets/operating costs. To update Clients on the progress of the Procurement Savings and Foreword Plans.

- Maintaining procurement supporting systems and procurement tools and templates;
- Maintaining Contracts Register and forward procurement plan and providing analytical support such as spend analysis;
- Monitoring overall procurement performance and conducting KPI and savings reporting and reporting against procurement plan.

### **9.2 We will:**

- Develop Procurement systems that set the foundation from which seamless processes can be constructed as well as providing services with access to high quality 3<sup>rd</sup> party spend data that can support and drive evidence-based decision making.
- An end-to-end system that allows spend to be monitored through tracking contract baselines and PO compliance as well as adoption of uniform templates and governance across the organisation;
- Analytics are used to highlight opportunities and trends that would have otherwise been invisible;
- Ensure that the updated Commercial Hub intranet/website is regularly reviewed and updated and that it is easily navigable;
- Make arrangements for all information pertinent to changes in arrangements and procedures to be included in the relevant section;
- Maintain an active "toolkit library" of information that is accessible for all staff to access templates, process and tools;
- Facilitate product standardisation drives and arrange 'meet the team' events and get to know us sessions;
- Issue a 'Commercial Hub Newsletter' at least quarterly.

---

### **9.3 We will expect you as the client to:**

- Provide feedback as appropriate in relation to the mechanisms for provision of information and the quality of the information itself;
- Provide us with all necessary information to maintain the Contracts Register and forward procurement plan;
- Complete user survey as requested;
- Pass on information gathered to your colleagues
- Apply the knowledge gained to your day-to-day processes.

## **10. Contract Management & Service Monitoring**

### **10.1 Aim:**

To monitor and review the service provided to improve efficiency and performance.

To support Departments to ensure that we deliver best practice and contract management of the highest standards, and that this delivers value for money and commitments from the tender/procurement process, including KPIs and continuous performance improvements.

- Provide guidance on creating and managing KPIs;
- Tracking performance of highest tier contracts and feeding back intel to the service as well as procurement and category leads within the hub to inform future commercial activity;
- Supplier Relationship Management (SRM): Defining, implementing and rolling out a Supplier Relationship Management (SRM) approach across the organisation;

### **10.2 We will:**

- A strategic relationships with suppliers can encourage innovative working and continuous improvement, working with the supply place to drive better value for money
- As the Council moves away from transactional spend and the supply base is consolidated, remaining suppliers can be tiered by spend / importance and a structure created to determine how they should be managed i.e. governance structures and performance reporting;
- This will enable Greener Ealing to be a more intelligent buyer;
- Continually review the service provided by examining current practices, exploring alternatives for improvement and establishing effective contract renewal and savings work-plan programmes for implementation;
- Help Clients review spend and usage performance monthly via a 'Category Analysis' top spend products report with the review taking account of the performance for the previous year;



- Make comparisons through data accumulation between years and between old methods and improvements to services (via. the 'Category Analysis' comparison report);
- Take into account resource constraints to avoid developing a costly means of assessing performance or seeking overly complicated management processes;
- Aim to undertake an annual client satisfaction survey which will be used to monitor our performance and trigger any further enhancements to service provision, seeking year-on –year improvement scores.
- Have review meetings with directorates which will assist in the development of our relationships with our clients and also afford the opportunity for feedback on our mutual performance.

## **11. Client Feedback & Engagement**

Our success depends on providing our clients with a high quality, efficient and professional service. We are also keen to continue to improve our service and are therefore interested in your opinions. We will listen and, where appropriate, act upon your suggestions/comments about the services we provide.

### **11.1 We will expect you as the client to: -**

- Participate actively in any client satisfaction surveys;
- Participate in any briefings, product/service trials or meetings held between members of the Commercial Hub and your Directorate;
- Provide feedback on an ad hoc basis in respect of specific contracts or commercial arrangements that you have put in place;
- Provide feedback on any aspect of the performance of any member of the Commercial Hub, or the service which it provides in general.

### **11.2 Escalation Procedures**

If you are dissatisfied with any aspect of the service being provided by the Commercial Hub, you should write to the relevant service head in the first instance.

a. Head of Commercial Henry Swan (Interim)

### **11.3 Service Measures & Minimum Standards Expected:**

- SLA Response Time Performance – Gold / Silver / Bronze % - 95%
- MTFS Budget Savings (excludes capital)
  - Challenging 0.5%+
  - Standard 1.0%+
  - Economical 3.0%+
- On-Contract Spend % - 70%

- Active apprenticeships within contracts – x15
- LLW paid by suppliers in contracts (% of total contracts) – 60%
- Local Spend % - 20%
- SME Spend – 65%
- Satisfaction Survey Team Avg. – (Baseline from Yr1)

#### 11.4 Additional Work

Any additional work that is outside of our core duties and mainstream budgets, and will require back-fill or impact on our service delivery will therefore be an additional chargeable service. Costs below for anything non-standard could include, i.e. Capital Projects, Ealing Learning Partnership, LATCO's, external support etc.

Head of Commercial	£595/day
Category Lead	£448/day
Commercial Manager	£400/day
Commercial Hub Operations Manager	£347/day
Procurement Project Officer	£309/day

Other roles can be sourced at market rates through the Commercial Hub Framework with Bloom. These can include Specialist SME Consultants, PM, Transition, Mobilisation Resources as required.

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# **ICT and Property Services Department**

## **ICT Service Level Agreement**

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## 1. Introduction

This document records the services provided by Ealing ICT Department to support business operations at Greener Ealing Ltd (GEL) it defines the agreed levels of service you can expect to receive as well as your obligations as a service customer.

The agreement is formally reviewed at least once every 12 months and updated with any changes made to the services during the preceding year. The Director of ICT and Property Services is responsible for ensuring the review takes place.

## 2. Personnel

<b>Name</b>	<b>Role</b>
Edward Axe	Director of ICT and Property Services – Ealing Council
Peter Greenham	Head of ICT - Ealing Council
Nigel Prior	Operations Manager, ICT- Ealing Council
Kevin O’Leary	Managing Director - Greener Ealing Ltd
Katarina Pohancenikova	Head of Finance - Greener Ealing Ltd

## 3. Summary of Services Covered

This agreement covers the ICT services listed in section 5 which are provided by the ICT Department to all Greener Ealing Ltd locations.

The ICT Department will:

Ensure that preventative maintenance activities are performed to keep everything fit and healthy.

Ensure that hardware and applications software remain current and in supported versions.

Provide solutions that enable users to access the ICT systems in a flexible and secure way.

Provide help, advice, and support in the use of all centrally maintained ICT services.

## 4. Our Responsibilities

We will provide the services and support as defined in this document.

We will deal with your requests in a consistent and fair manner.

We will communicate honestly and openly with you about the progress of your requests.

We will provide at least 3 working days’ notice of any planned maintenance activities which will affect service availability.

We will provide regular (monthly) information on our performance against the key performance indicators listed in this document.

---

## **5. Your Obligations**

You will follow the guidance contained or referenced in this document and use our services in the way intended.

You will follow all Ealing Council policies relating to the use of ICT equipment, software and data.

You or someone on your behalf will provide us with timely and good quality information with which to service your request when required.

You will help with prioritising your requests and be prepared to sponsor your requests.

You will make time to test and approve changes which we make on your behalf.

You will provide at least 14 working days' notice of any activity that is likely to affect our ability to provide IT services.

If you are a manager of Greener Ealing Ltd staff, you will ensure that they are aware of their obligations and that they meet them

## 6. Core IT Systems Provided

Staff Facing

System	Description	System Uptime	Service is available	Support is available	Key Business Stakeholder / deputy
1	Contender				
	<ul style="list-style-type: none"> <li>+ Front Office – Xxxx (CRM)</li> <li>+ Back Office – Xxxx</li> <li>+ Reporting</li> </ul>	99.5%	24 x 7	Mon – Fri 8am – 5pm	Xxx / Xxxx  Xxxx, Xxxx  Xxxx, Xxxx
2.	Whitespace				
	<p>Management of work allocation Mobile apps included are 'Fleetcheck Driver V3.0.14 and Whitespace mobile v3.0)</p> <ul style="list-style-type: none"> <li>• System updates – when Webfleet or Fleetcheck are updated/upgraded.</li> <li>• Advising on system settings (automated notifications, units, map settings)</li> <li>• Advice on Policy management, e.g. licence mandate, medical declarations, eye checks</li> <li>• System support, if any system crashes</li> <li>• Contact Whitespace if required</li> <li>• It is envisaged that hardware faults will be dealt with by the Business</li> </ul>	99.5%	24 x 7	Mon – Fri 8am – 5pm	Xxxx
3.	Business World				
	Finance Management System	99.5%	24 x 7	Mon – Fri 8am – 5pm	Xxxx
4	Webfleet Tom Tom				
	Fleet management system	*		8:00 to 5pm	

<b>System</b>	<b>Description</b>	<b>System Uptime</b>	<b>Service is available</b>	<b>Support is available</b>	<b>Key Business Stakeholder / deputy</b>	
5	Internet access	Access to the worldwide web for staff browsing and access to Internet based services.	99.5%	24 x 7	Mon – Fri 8am – 5pm	Xxxx
6	Email	Sending and receiving email to and from Greener Ealing Ltd.	99.5%	24 x 7	Mon – Fri 8am – 5pm	Xxxx
7	Desktop	Access to IT services via a surface and including standard Microsoft Office applications.	99.5%	24 x 7	Mon – Fri 8am – 5pm	Xxxx
8	Remote Access	Secure remote access to Greener Ealing Ltd systems from Windows PCs.	99.5%	24 x 7	Mon – Fri 8am – 5pm	Xxxx
9	Local Network	Connectivity within each GREENER EALING LTD location.	99.5%	24 x 7	Mon – Fri 8am – 5pm	Xxxx
10	Wide Area Network	Connectivity between GREENER EALING LTD locations and central IT services in the Data Centre or The Cloud.	99.5%	24 x 7	Mon – Fri 8am – 5pm	Xxxx
11	Internet Filtering	Filtering of Internet traffic for virus and Trojans and enforce Ealing Councils acceptable usage policy	99.5%	24 x 7	Mon – Fri 8am – 5pm	Xxxx
12	ICT portal	ICT's Incident Management software.	99.5%	24 x 7	Mon – Fri 8am – 5pm	Xxxx
13	ITrent	Connection to externally hosted system containing information on Greener Ealing Ltd employees and payroll data.	99.5%	24 x 7	Third Party Arrangement	HR (Xxxx)

\*Support Activities to be defined



## 7. Hours of Support

We provide support for all services between the hours of 8am and 5pm Monday to Friday (excluding UK Bank Holidays) and Ealing Days.

Although some services are available on a 24 x 7 basis we do not routinely provide support after 5pm or before 8am weekdays or anytime at weekends.

Some systems and infrastructure are monitored out of hours. Automated alerts and incident logging will take place. For these, resolution will commence at the start of the next working day.

## 8. Service Availability & System Uptime

**Service Availability** is the time that the service is available to use

**System uptime** refers to the %age of time the service will be available during its supported hours. Uptime equals 99.5% of available time minus Severity 1 outages

Target 99.5%

Pre-agreed downtime (e.g. for scheduled releases and planned maintenance) does not count in the calculation.

### 8.1 Extended Availability or Support

If you need an application, service or support to be available beyond the normal hours contact the raise a service request via the ICT portal. We'd appreciate as much notice as possible to resource the necessary cover which will be provided on a best endeavour's basis. Note that you will need to provide funding to cover any additional staffing costs.

### 8.2 Planned Maintenance

We will carry out planned releases on pre-arranged dates, Monday to Friday between 6pm and 8am and weekends

We will agree any exceptions to this with the key stakeholder (or their deputy).

### 8.3 Emergency Maintenance

Occasionally we need to carry out urgent maintenance to mitigate an immediate risk or issue. When this happens we will consult with the key stakeholders off the services affected, to verify the need for emergency action and to agree the maintenance window. ICT reserve the right to carry out emergency maintenance without consultation if the risk merits it.

## 9. Security

We provide a range of security services, including:

### 9.1 User Access to Systems

Use the ICT portal to let us know what you need.

We will complete your request within 2 working days of receiving it.

### 9.2 Access Requests for Associates

Access to specific systems can be provided to 3<sup>rd</sup> parties for the purposes of support.

To make a new access request, use the ICT portal

Once an account has been created and you require a change to the scope of access required, raise a service request for temporary system access through the ICT portal

### 9.3 Backing up your data

We make sure that all centrally held data is backed up on a daily basis and a copy held off site.

Daily backups are created Monday to Friday and kept for 4 weeks.

Additional monthly backups are created every 4 weeks which are kept for 12 months

If you need to retrieve a file, folder or data from backup, lodge a service request via the ICT portal.

Requests will be dealt with according to the agreed priority.

Please note that data held locally is not backed up. It is your responsibility to ensure your files and data are located in backed up storage locations.

### 9.4 Your Security Responsibilities

We expect you to comply with all relevant legislation, Ealing Council's ICT and Data policies and follow guidelines regarding the use of GREENER EALING LTD systems and handling of data. Non-compliance can impact the delivery of ICT services to yourself or others.

A copy of the Council's policies is available on request and guidance regarding security can be provided.

### 9.5 Security and Anti-virus Patching

Each month we make sure that all critical operating system and application patches are applied to servers and desktop computers.

In certain occasions, urgent security updates may be required. Ealing ICT reserve the right to apply essential security fixes at any time.

## 10. Faults and Problems

### 10.1 Contacting us

The ICT portal is your first point of contact with the ICT department if you have an issue, fault or general query about IT services, please log this via the ICT portal.

If the situation is critical, please log a call and contact your nominated ICT Business Partner.

We aim to resolve your query or issue at first point of contact 70% of the time and if we cannot the call will be passed on to one of the IT support teams.

### 10.2 Communicating with you

Priority	Communication from Support team	Ongoing Updates
Critical Sev 1	Within 15 minutes	Every hour

High	Sev 2	Within 1 working hour	As agreed with the user
Medium	Sev 3	Within 2 working hours	Updates will be provided through Self Service.

### 10.3 Resolving Your Issue

We will endeavour to resolve your issue within the target timeframe relevant to its priority:

Priority	Target Resolution Times
Sev 1	80% within 5 working hours
Sev 2	80% within 1 working day
Sev 3)	80% within 2 working days

Service may be restored either by a work-around or by using a permanent solution. If a work-around is employed the priority of the issue will be reassessed and may change.

Where service is not restored within the target resolution times, we will discuss and agree an alternative timescale with you at the next status update.

### 10.4 Major Incident management

When major incidents occur, usually those that have been designated as business critical (Sev 1), we will assign a Major Incident Manager who will be responsible for co-ordinating the problem resolution and handling communication with key stakeholders affected.

## 11. Requesting Changes

1. This section applies when you need to make a change to existing functionality or ICT services or to introduce new ones. It does not cover project work.

Projects are individually planned and the SLA for each one is included in its Project Initiation Document. Governance is in accordance with the IT project delivery process

### 11.1 Raising Your Request

Use the ICT Portal to let us know what you need. We will contact you within two working days to confirm your request and let you know when it will be reviewed for future delivery. Note that if the request falls short of the minimum information required it will be returned to you.

### 11.2 Prioritisation

2. Prioritisation meetings are held regularly with key business stakeholders or their deputies, to agree the work that will be included in the next release of small changes.

3.

4. Prioritisation is necessary to ensure that we are using our resources on the most important things as agreed by the business stakeholders.

## 12. Service Requests

We use the term Service Request to refer to a request for one of the pre-defined ICT Services listed below.

Let us know about your service request by completing the online form available via the ICT Portal.

You will receive an automated acknowledgement soon after you have made your submission.

We will contact you within two hours of you raising a service request to agree when your work will be booked in our schedule.

Fulfilment time indicates the amount of effort needed to perform the task and does not include analysis and any purchasing lead times.

Examples of service requests

<b>Service Requested</b>	<b>Typical lead time</b>	<b>Typical fulfilment Time</b>
Standard Surface	2 days	2 hours
New user workstation	2 days	2 hours
Office Move (up to 4 desk positions)	1 week	1 day
Standard software installation	2 days	2 hours
Telephone (New / Amend / Delete)	2 days	2 hours
Setup remote access	2 days	2 hours

### 13. Procurement of IT Goods and services

ICT are responsible for purchasing all ICT related goods and services.

We aim to process all purchase requests and place the order for known & standard goods within 3 working days, once verified and subject to budget holder approval. Non-standard purchases are likely to take longer, but we will advise you if this is the case.

You should submit your purchase request using the ICT Portal or speak with your IT business partner for advice.

### 14. Managing 3rd Party Suppliers

We are responsible for managing the day to day delivery of IT services provided by 3<sup>rd</sup> parties.

We monitor their performance against agreed Service Level Agreements and hold regular review meetings with all key corporate suppliers.

Where their performance does not reach the required standard, we work with them to improve the service.

### 15. Disaster Recovery / Business Continuity

In the event of a disaster and the GREENER EALING LTD business continuity plan being invoked the service standards contained within this agreement will no longer apply.

We can help to provide a disaster recovery service to support the business continuity plans. Ealing ICT will work with Greener Ealing Ltd to develop plans for recovery of ICT services.

### 16. Our Performance

So that you can see how we are doing, every month we will publish our performance against the Key Performance Indicators listed in appendix 1.

Periodically we will also carry out surveys to understand your view on our performance. Please don't wait for the survey though; you can feedback at any time by speaking directly to your Business Partner. We welcome your feedback and aim to respond to all feedback received.

### 17. Appendix 1 – Example KPIs Reports

#### 17.1 Incidents and SRs by team, showing in progress, created and closed

This table shows the number of calls in progress for each team at month end, as well as the number of calls allocated to this team this month and closed by the team this month. This will be specific to Greener Ealing Ltd Users and Systems

Team	IN PROGRESS		CREATED THIS MONTH		CLOSED THIS MONTH	
	IN	SR	IN	SR	IN	SR
Applications						
Automated						
Enterprise Applications Team						
Infrastructure						
Leavers						
Networks						
Service Desk						

Starters						
<b>Total</b>						

## 17.2 Number of Incidents closed per team in a month, with breach info

This table shows the number of incidents, broken down by severity, closed by each team this month. It also shows the number that breached SLA and the percentage of breached.

Team	Severity 1 Incidents			Severity 2 Incidents			Severity 3 Incidents		
	Total	Breached SLA	Inside SLA%	Total	Breached SLA	Inside SLA%	Total	Breached SLA	Inside SLA%
Applications									
Automated									
Enterprise Applications Team									
Infrastructure									
Networks									
Service Desk									
<b>Grand Total</b>									

SLA's based upon resolution times of and percentage to fix within SLA.

Call Type	Time (working time)	%
IN Sev 1	5 hrs	80
IN Sev 2	1 day	80
IN Sev 3	2 days	80

### 17.3 Number of SRs closed per team in a month, with breach info

This table shows the number of incidents, broken down by severity, closed by each team this month. It also shows the number that breached SLA and the percentage of breached.

Team	Service Requests			Catalogue Orders		
	Total	Breached SLA	Inside SLA%	Total	Breached SLA	Inside SLA%
Applications						
Automated						
Enterprise Applications Team						
Infrastructure						
Leavers						
Networks						
Service Desk						
Starters						
<b>Total</b>						

SLA's based upon resolution times of and percentage to fix within SLA.

Call Type	Description	Time (working time)	%
SR Catalogue	Catalogue Order Completed after approval	3 days	80
SR	Completed	2 days	80

### 17.4 Severity 1 Incidents Closed and In Progress

Id	Created	Title	Status

## 18. Appendix 2 – Fault and Problem Definitions

Faults and problems will be prioritised on the following basis:

Type	Criteria
<b>Sev 1</b>	Affecting the whole of GREENER EALING LTD's users and / or Is causing an immediate serious service impact and / or A regulatory breach has occurred. and / or There is a significant risk of reputational damage, e.g customer data exposed
<b>Sev 2</b>	Affecting a Team /Department in GREENER EALING LTD and / or Is causing an immediate service impact and / or There is likely to be a regulatory breach and / or Is likely to cause reputational damage e.g. customer data exposed
<b>Sev 3</b>	Affecting 1 GREENER EALING LTD User and / or Is impacting on service and / or It could cause reputational damage



## FACILITIES MANAGEMENT

The terms of the Services and the Services Charges for Facilities Management to be agreed by the parties acting reasonably and in good faith by 1 August 2020

### Ealing Facilities Management *Looking after Your Property and You.*

#### Introduction

Ealing Facilities Management is the Facilities Management Service operated by the Council's Business Services Group. Its aim is to provide professional and cost effective planned and reactive maintenance services to London Borough of Ealing's property portfolio including schools, corporate estate and other community buildings in public use.

The service encompasses a full range of building management including Planned Preventative Maintenance and statutory compliance, reactive repairs, security, cleaning and projects. These services are delivered via a dedicated Helpdesk located in the council and staffed by council employees, through fully resourced mechanical, electrical and engineering teams, and can also call upon Projects, Technical Services and a devoted Health and Safety function.

#### Service Agreement

- 1) Statutory Compliance – ensuring the building meets all relevant statutory compliance requirements as listed on the planner
  - a) Electrical (including PAT testing up to £500, above will be recharged to site )
  - b) Gas
  - c) Water (L8)
  - d) Asbestos
  - e) Fire Risk Assessments
  - f) Security
- 2) Planned Preventative Maintenance Schedule – a planned inspection and routine maintenance schedule to ensure the mechanical, electrical and fabric elements of the building are maintained
- 3) Reactive Maintenance – a reactive maintenance service provided via our dedicated helpdesk (0208 825 9000 option 2) with an emergency service provided 24/7

ORDER PRIORITIES	Response Time	
	Days	Hours
Emergency	0	4
Urgent	2	0
Standard	14	0

#### Emergency

A job which poses an imminent risk to the building users health and safety or prevents the building functioning for its intended purpose

#### Urgent

A job which poses a potential risk to the building users health and safety or may prohibit users from accessing/using some aspects of the building.

#### Standard

A job which does not pose a threat to building users health and safety or does not inhibit the use of the building.

#### Commercial Summary

The service agreement is built on the following principles :

1. Internal labour costs are not recharged for repairs and maintenance works
2. Materials for repairs and maintenance works below £250 are not recharged
3. Sub-contractors' costs are recharged for non compliance works with no additional internal labour costs apart from a 8% management fee that is built into the annual cost
4. Project Works are costed and quoted and authorised by the customer prior to commencement

#### Performance Management/Escalation Process

1. Performance issues should initially be reported through the helpdesk (0208 825 9000 option 2)
2. Escalation would then be to the appropriate Facilities manager and then through to Matthew Austin
3. Monthly Performance Meetings with reporting can be facilitated through the appropriate Facilities Manager

<b>Cost Summary - Greener Ealing Ltd</b>									
<b>Service Summary</b>									
<b>Service</b>	<b>Price</b>	<b>Comments</b>							
Repairs and Maintenance	£ -	Electrical 5 yearly , Annual Emergency Lights , Water Management							
CCTV	£ -								
Manned Guarding	£ -								
Security	£ -								
Cleaning	£ -								
Fire Protection	£ -	Fire Fighting Equipment							
Additional Services	£ -	Asbestos Survey - AMP if required							
Additional Services (2)	£ -								
Management & HD	£ -								
Other	£ -								
<b>Total (Year)</b>	<b>£</b> -								
<b>Contract Term (Years) *</b>	<b>3</b>								
Year 1 Price	£ -								
Full Year Price	£ -								
<b>Total Contract Price</b>	<b>£</b> -								
<b>Start Date *</b>	<b>Year 1 End Date</b>	<b>Pro Rata Days (if Year 1 not full year)</b>	<b>% of Full Year</b>						

01/06/2017	31/03/2018	303	83.01%						
							* Mandatory Fields		

**Service Conditions**

**Service Level Agreement**

Emergency 4 hours to respond  
 Urgent 2 day to respond  
 Standard 14 days to respond

Annual Review - The contract will be reviewed annually to ensure the site is receiving best value for money.

Service Reviews will be held at least quarterly with the Facilities Manager and Commercial Manager and the site representatives.

This FM specification is subject to an annual review between both parties with an opt out option subject to 3 months' written notice.

<b>Type of Change</b>			<b>Change Request Reference</b>		
Council or GEL Change Request					
<b>Services Affected</b>			<b>Site Name</b>		
Repairs and Maintenance			Greener Ealing Ltd		
CCTV					
Manned Guarding			<b>Site Address</b>		
Security			Greenford Depot		
Cleaning			Greenford Road		
Fire Protection			UB		
Additional Services					
Additional Services (2)					
Management & HD					
Other					
<b>Requested by</b>		<b>Contact Details</b>		<b>Date</b>	
				1st July 2020	
<b>Description of Request</b>					
Provision of Statutory Maintenance as per planner and cost summary pages and reactive repairs service for jobs costed under £250 exclusive of EFM labour.					
<b>Sign Off Actions</b>					
-					

## HR - PAYROLL AND PENSIONS ADMINISTRATION

### **Supplier**

The Council of the London Borough of Ealing

### **Service provided**

Payroll and Pensions Administration Services only

### **Transition timeline**

Ideal length of time to ensure a smooth transition from the current supplier is **2 months**.

The key areas of the plan are as follows:

1. Implementation meeting
2. Data capture
3. Data upload
4. System structure (security, approval process)
5. Parallel payroll run
6. Go Live

### **Payroll/audit process**

Following implementation, any contractual changes can be made by a nominated employee of Greener Ealing. A workflow email can be configured to automatically be sent to the Managing Director or nominated Manager informing them of the change.

Temporary input such as overtime and additional hours can also be input by Greener Ealing.

Monthly reports will be sent each month detailing all temporary input, calculations of all employees and payments processed for that period.

NB – Cost for general ledger is subject to IT arrangements. This will depend on what Finance system Greener Ealing uses.

### **Employee Self Service**

Employees will be able to view their personal data via Employee Self Service, where they can see and print their payslips, P60's and amend/change certain details throughout the year, subject to planned system downtime.

### **Process for starters and leavers**

Starters – a nominated manager at Greener Ealing will be able to provide personal data to be set up.

Leavers – can be entered directly into the system by Greener Ealing.

### **Payment of salaries**

All monthly salary payments are paid via BACS process.

## Pensions

Permanent employees will be auto enrolled into Greener Ealing's relevant pension scheme. At this time, we also understand separate provisions need to be considered in relation to a group of Ealing original employees. If this entails an admission agreement, this can be administered through the pension team. The actuary's estimated valuation charges are currently **£2000 plus VAT**.

## Historical information

Two years of historical sickness data will need to be loaded into iTrent to process any relevant sick pay and child related absence schemes. Greener Ealing will need to provide relevant employee liability information in line with TUPE arrangements.

### Setup and implementation Charges

Payroll Only		
Item	Cost	Comments
<b>Function</b>		
Set up and implementation Charge	£3500	This includes the TUPE transfer data capture and transfer into iTrent.
Tax Year End Annual Charge	Included in price	
Pension Return Annual Charge	Included in price	
Third Party Payments	Included in price	
Statement of Earnings	Included in price	
Mortgage & Solicitor Letters	Included in price	
BACS Recalls	Included in price	
New System User Set Up	Included in price	
Annual Increases	Included in price	
Pensions Processing, Management Reports, Submissions (Monthly and Year-End), as per new requirements for	Included in price	

Admitted Body Status Admission Agreement (closed scheme of up to 29 staff), and Nest scheme or equivalent provider		
Payroll processing, HMRC submissions, Year-End requirements	Included in price	
Monthly rates for regularly scheduled activities and help desk support	Included in price	
Nominated Greener Ealing managers staff training and implementation costs	Included in price	
List licensing fees (per workstation /location) for product software if applicable	£1.35 per employee	
Calculation of redundancy payment	£25 per estimate	
Paper Payslips	£1 per head per month	We can provide paper payslips at your request, but there is charge per slip per month. All payslips are alternatively available online.
Compliance with Tax Legislation (Non-Payroll related)	£25 per enquiry	Provide guidance and advice on employment status issues for contractors and ad hoc engagements, therefore ensuring that schools are not financially penalised by HMRC for non-compliance.
P11D Annual Charge	£10 per person	To include, but not limited to gym membership, private health cover, books for personal use
Additional Payments (CHAPS)	£25	
BACS service	£100 per month	



Item	Cost	Comments
<b>Report writing</b>		
Bespoke Reports	£400	It is rare that a charge is applied to provide an additional report, but for costing purposes, cost has been included

<b>HR Services to Greener Limited Pricing</b>	
All HR Services are offered on a 12-month commitment basis to remain competitive and offer value for money	
	Annual price per person
Payroll / iTrent / Pensions	£55

<b>Frequency of Costs</b>	
Item	Comment
Payroll salary payments	Monthly – 1 <sup>st</sup> of the month after payroll run
HR Payroll Services to Greener Ealing	Annually

<b>Detailed fee schedule, including itemised services, but not limited to:</b>	
Item	Comments
Monthly rates for regularly scheduled activities and help desk support	N/A
Labour costs, administrative costs, equipment costs, equipment and materials and sub-consultant or consultant team costs??	N/A

Greener Ealing managers staff training and implementation costs	Included in pricing
A fee schedule for emergency and/or after-hours service calls ??	N/A
Provide any one-time costs or costs that are not based on the number of employees??	Please refer to Added Value Pricing Schedule
List licensing fees (per workstation / location) for product software if applicable	N/A
Pension processing, management, reports, submissions and monthly year end and as per requirements	Included in pricing
Payroll processing, management HMRC submissions, year-end requirements	

## **DATA PROTECTION AND FREEDOM OF INFORMATION REQUESTS**

Ealing Data Protection and Freedom of Information shall provide advice and assistance to GEL on their compliance with Data Protection Act 2018, the General Data Protection Regulations (GDPR) and the Freedom of Information Act 2000 obligations within in the time scales of each legislation.

Lorraine Cox (Corporate Information Governance Manager) shall act as the Data Protection Officer for GEL

The DPO tasks provided will be as set out in Article 39 of GDPR as:

1. to inform and advise GEL and GEL employees about your obligations to comply with the GDPR and other data protection laws;
2. to monitor compliance with the GDPR and other data protection laws, and with your data protection polices, including managing internal data protection activities; raising awareness of data protection issues, training staff and conducting internal audits;
3. to advise on, and to monitor, data protection impact assessments;
4. to cooperate with the supervisory authority; and
5. to be the first point of contact for supervisory authorities and for individuals whose data is processed (employees, customers etc).

### **Charges**

£35 an hour

# **Internal Audit, Risk Management, Investigation and Insurance**

## **1. Introduction**

This document sets out the level of service which clients can expect from the Audit and Investigation Service. It also outlines the responsibilities of the Department Client in order to support the service delivery process.

## **2. Internal Audit**

The Council will include some coverage as part of the Council's internal audit plan. This will be risk based and agreed by the Assistant Director of Audit and Investigation. The risk assessment process will include discussions with key stakeholders within Greener Ealing and the Council.

Additional projects may be requested by Greener Ealing Board. These additional projects would be chargeable. Fees will depend on whether staffing is provided from the in-house team or contractor but will be agreed ahead of any project being commenced.

The Council's Internal Audit Charter will be applied (attached as Appendix 1). Internal Audit will work to agree all audit reports with Greener Ealing Ltd prior to reporting a summary of findings to the Ealing Audit Committee.

All recommendations will be followed-up by Internal Audit. Any outstanding recommendations will be reported to Greener Ealing and may be escalated to the Ealing Audit Committee where not implemented on a timely basis.

Support and advice on controls is available from Internal Audit. This may be chargeable in some cases; any fees would be agreed with Greener Ealing in advance.

## **3. Investigations**

All instances of fraud must be reported to the Assistant Director of Audit and Investigation via the fraud hotline [fraud@ealing.gov.uk](mailto:fraud@ealing.gov.uk); 0800 328 6453. Upon receipt the AD of A&I (or nominated lead) will liaise with the GE Managing Director or nominated lead to agree an investigation process. A resource will be allocated to the investigation and a day rate charged based on the time taken to investigate and level of investigator required.

## **4. Insurance**

The Council's Insurance Section will provide strategic oversight and advice on insurance matters. This will include procurement of policies as requested by Greener Ealing Ltd. An annual fee of £5,000 (tbc) will be charged for this.

Claims handling will be undertaken directly by Greener Ealing Ltd to the insurer. The Council's insurance section can provide advice and support in the event of any complex claims or disputes.

Any additional assets, properties or material changes must be notified to the Council Insurance Section in advance.

An annual renewal will be overseen by the Insurance Section, it is, however, the responsibility of Greener Ealing Ltd to provide the information requested in line with the deadlines set. Failure to provide the information may result in under/over insurance.

## **5. Risk Management**

Greener Ealing will maintain a strategic risk register. Support and advice is available from the Council. This may be chargeable, and rates will be agreed in advance.  
The Council can provide access to the JCAD system to maintain the risk register. Any additional costs resulting will be recharged to Greener Ealing.

## **Appendix 1 Internal Audit Charter**

# Communications Team

## Greener Ealing Ltd (GEL) Service Level Agreement

### 1. Initial support until end of August 2020

The Council's Corporate Communication team will deliver a range of communications on behalf of GEL supplying a staffing resource equivalent to 0.5 FTE (2.5 days per week).

The charge rate for supply of this resource is £240 per day.

All costs associated with the production of communications products, paid for media and any other activities will be charged to GEL with costs agreed in advance.

A communications officer will be designated as the lead role for supporting this activity. Specific areas of support including management support will be delivered through the corporate communications team as whole.

The corporate communications team will provide support in relation to recruitment and training as required.

The corporate communications management team will be responsible for ensuring quality control for all communications outputs.

Monthly review meetings will be offered with a senior manager from the corporate communications team to monitor delivery against GEL requirements.

During the initial period through until the end of August 2020, the communications resource will deliver the following activities:

- Delivery of post-launch communications activity, including external communications
- Media and reputation management support
- Production of collateral, company literature and other print products
- Commissioning of design for both print and digital communications products
- Communication input into and production support to the development of a GEL business plan
- Internal / employee communications support (as required /specified)
- Design, writing and production of an employee newsletter
- Establishment of social media channels for GEL
- Monitoring, review and response service across social media channels
- Brand management and deployment across relevant products and channels

### 2. Ongoing communications support from September 2020

Following the immediate post-launch period, the level of communications resource to be supplied will decrease to 0.2 FTE (One day per week).

The charge rate for supply of this resource is £240 per day.

All activities listed above would continue to be supported at a lower level in line with the reduction in resourcing.

Additional activities including but not limited to the following may also be delivered outside the scope of the supplied resource and charged at the agreed daily rate. Estimates of the resourcing requirements and costs will be agreed in advance between the council and GEL.

- Development an email database for GEL employees
- Technical / Trade / Local Government press content creation and placement
- Development of a long term, comprehensive communications plan
- Stakeholder analysis and engagement
- Development of online platforms (intranet / internet)
- Additional media, crisis / reputational support requirements.



## SCHEDULE 2

### DISPUTE RESOLUTION PROCEDURE

1. Nothing in this Dispute Resolution Procedure shall prevent the parties from seeking from any court of the competent jurisdiction an interim order restraining the other party from doing any act or compelling the other party to do any act.
2. The Greener Ealing and the Council shall attempt in good faith to negotiate a settlement to any Dispute between them arising out of or in connection with the Agreement within fifteen (15) Business Days of either party notifying the other of the Dispute such efforts shall involve the escalation of the Dispute as follows:
  - 2.1 First Level: Greener Ealing's Managing Director and the Council's Assistant Director or equivalent.
  - 2.2 Second Level: Greener Ealing's Chairman and the [Council's Executive Director or equivalent.
3. If the Dispute cannot be resolved by the parties pursuant to paragraph 1.2 the Dispute shall be referred to mediation pursuant to the procedure set out in paragraph 1.5 unless either party acting reasonably considers that the Dispute is not suitable for resolution by mediation.
4. The performance of the Agreement shall not be suspended, cease or be delayed by the reference of a Dispute to mediation and each party shall comply fully with the requirements of the Agreement at all times.
5. The procedure for mediation and consequential provisions relating to mediation are as follows:
  - 5.1 a neutral adviser or mediator ("**Mediator**") shall be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within ten (10) Business Days after a request by one party to the other or if the Mediator agreed upon is unable or unwilling to act, either party shall within ten (10) Business Days from the date of the proposal to appoint a Mediator or within ten (10) Business Days of notice to either party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution ("**CEDR**") to appoint a Mediator.
  - 5.2 The parties shall within ten (10) Business Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.
  - 5.3 Unless otherwise agreed, all negotiations connected with the Dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.
  - 5.4 If the parties reach agreement on the resolution of the Dispute, the agreement shall be reduced to writing and shall be binding on the parties once it is signed by their duly authorised representatives.
  - 5.5 Failing agreement, either of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Agreement without the prior written consent of both parties.

- 5.6 If the parties fail to reach agreement in the structured negotiations within ten (10) Business Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any Dispute may be referred to an appropriate external body or the Courts.

**SCHEDULE 3**

**PART 1  
CONFIDENTIAL INFORMATION**

<b>Clause</b>	<b>Subject</b>
Clause 3.6	Service Charge

**PART 2  
COMMERCIALLY SENSITIVE INFORMATION**

<b>Clause</b>	<b>Subject</b>
Schedule 1	Service Specifications