# **Appendix One**

Dated this day of 2017

402-2456-7 CPB

# BELFAST CITY COUNCIL And GREENWICH LEISURE LIMITED

# **SERVICE LEVEL AGREEMENT**

Re: For the Provision of Bacteriological Sampling by Belfast City Council and Greenwich Leisure Limited

Draft Version 2 – 16<sup>th</sup> August 2017

## **BETWEEN:-**

- 1) **BELFAST CITY COUNCIL** of City Hall, Belfast, BT1 5GS (hereinafter called "the Council") of the one part; and
- 2) **GREENWICH LEISURE LIMITED** Registered Company Number IP27793R having its registered offices at Middlegate House, 1 Seymour Street, Woolwich, London, SE18 6SX (hereinafter called "GLL") of the other part.

### **WHEREAS**

- a) Belfast City Council owns, funds and retains strategic responsibility for the overall service delivery for all Leisure Centres. The Council has appointed Active Belfast Ltd (hereinafter referred to as "ABL") to act as its Strategic Operating Partner. ABL reports to the Council through the Strategic Policy and Resources Committee.
- b) As the Council's Strategic Operating Partner, ABL is responsible for overseeing the direct delivery and development of the service in compliance with the terms and conditions of the contract which includes performance monitoring and reporting.
- c) As the appointed Strategic Service Provider, Greenwich Leisure Ltd (GLL) is contracted by ABL to manage the Council's leisure centres and deliver the service as set out in the partnership documentation.
- d) The Environmental Health Service has traditionally sampled Belfast City Council pools for bacteriological analysis on an informal basis. This process was not guaranteed on a monthly basis however and it was felt that this arrangement should be formalised.
- e) This Service Level Agreement shall be between Belfast City Council, (the Council) and Greenwich Leisure Limited ("GLL").

## 1. Objectives

1.1 The objectives of this agreement are:

- 1.1.1 To establish the roles of both parties;
- 1.1.2 To establish an agreed level of response and performance target; and
- 1.1.3 To set out the financial arrangements for provision of the Service

#### 2. Roles

- 2.1 Belfast City Council shall provide suitably competent and trained staff to sample the swimming pools and spa pools in premises run by GLL on a monthly basis and report their findings to GLL.
- 2.2 GLL will provide points of contact for reporting swimming pool test results and ensure that all invoices issued by the Council are paid.

# 3. Duration of the Agreement

This Agreement takes effect from until .

## 4. Operating Procedures

- 4.1 The sampling process and procedure for reporting results has been documented in the flow diagram at Appendix 1.
- 4.2 This will occur on a monthly basis for standard bacteriological and legionella analysis.

#### 5. Authorisation

Council officers are authorised to enter any premises for the purposes of procuring a sample under the Local Government Act 1972

# 6. Limited Liability

The Council shall not be held liable for any loss or damage sustained by GLL or any individual as a result of any actions by GLL in respect of the sample results.

## 7. Health and Safety

The Council sampling officers shall adhere fully to the health and safety policy and procedures of the Council and GLL.

## 8. Billing Arrangements

- 8.1 The fee structure for the sampling of the pools will be as set out in Appendix 2.
- 8.2 Invoices shall be generated by the Council every (month / quarter) and shall be forwarded to GLL via First Class Post, receipt of all invoices to be acknowledged by GLL.
- 8.3 Payment shall be made within 30 days on the receipt of an invoice.
- 8.4 Payment shall be made via BACS transfer.

# 9. Dispute Resolution

- 9.1 A dispute shall be deemed to have arisen when either Party notifies the other Party in writing to that effect.
- 9.2 The Parties shall use all reasonable efforts to resolve any dispute that may arise under this SLA through good faith negotiations. Each party shall nominate a senior representative of its management to meet at any mutually agreed location to resolve the dispute.
- 9.3 Where an attempt to resolve any dispute under this SLA and where initial contact between representatives of management of either Party has failed, the matter will be escalated to a discussion between a member of senior management from both parties hereto.

#### 10. Termination of SLA

10.1 This SLA may be terminated by either party by providing 3 months' notice in writing to the other party.

#### 11. Variation or Amendments

Any proposed amendments to the content of this Agreement shall be made in writing between the parties. Said amendments are not to be unreasonably rejected.

## 12. Confidentiality and Data

12.1 Both Parties shall undertake to embrace the cognisance of Data Protection and Freedom of Information legislation.

12.2 All information received by the Council or gathered by the Council as a result of procuring shall be held in accordance with the Council's (Records / Information Policy).

## 13. Force Majeure

Neither party to this Agreement shall be liable to the other or shall be held to be in breach of this Agreement to the extent that it is prevented, hindered or delayed in the performance or observation of its obligations hereunder due to any cause beyond its control, (including industrial action, strike, walk out, riot, civil disobedience inclement weather, inability to obtain supplies, accident or any other contingency whatsoever beyond its reasonable control).

## 14. Governing Law

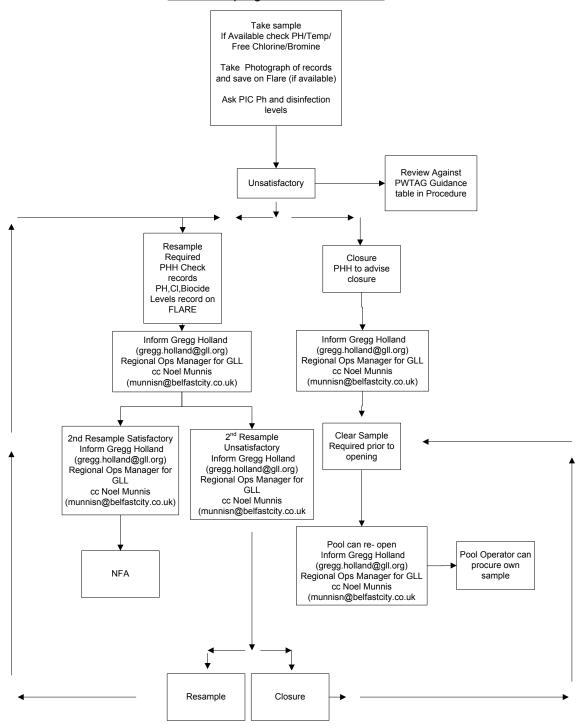
It is hereby agreed that this Agreement shall be governed by Northern Ireland law and that the Courts of Northern Ireland shall have exclusive jurisdiction in all matters arising hereunder.

**IN WITNESS** whereof the Council and GLL have executed this Agreement in the manner hereunder appearing the day and year first herein **WRITTEN**.

PRESENT when the Corporate Seal of BELFST CITY COUNCIL was affixed hereto:	) ) ) )		
LORD MAYOR	) ) ) )		
CHIEF EXECUTIVE	)		
<b>EXECUTED AS A DEED</b> by <b>GREENWICH LEISURE LIMITED</b> acting by a Director in The presence of:	) ) )	)	DIRECTOR
Witness's Signature:			
Name (print):			
Occupation:			
Address:			

#### **APPENDIX 1**

## Water Sampling -Process Flow Chart



<sup>\*</sup> School Pool - H& S Refer to HSENI