

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 – 16th August 2017

This **AGREEMENT** made the _____ day of _____ 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:

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)

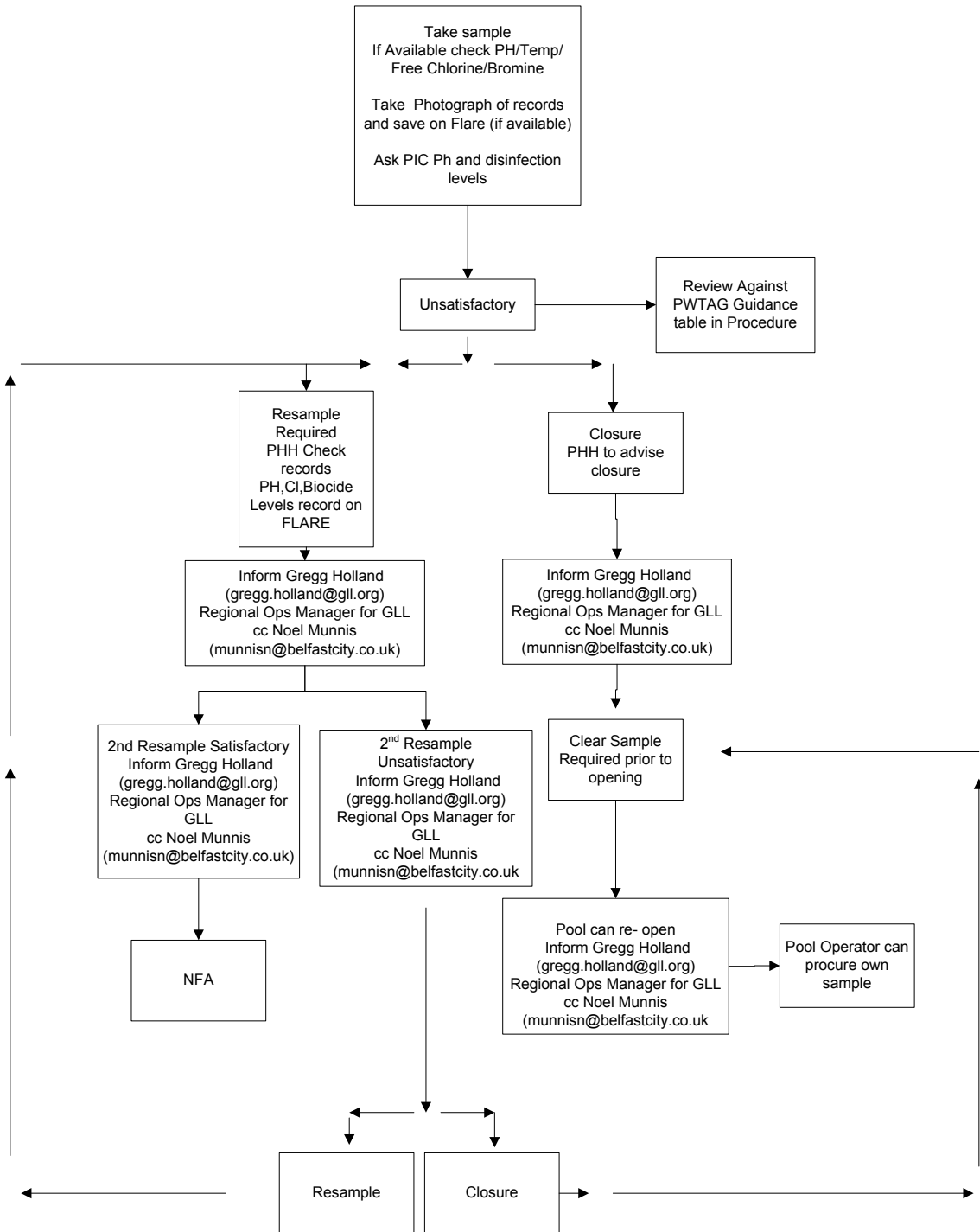
EXECUTED AS A DEED by **GREENWICH**)
LEISURE LIMITED acting by a Director in)
The presence of:)
)
)

DIRECTOR

Witness's Signature:
Name (print):
Occupation:
Address:

APPENDIX 1

Water Sampling -Process Flow Chart



* School Pool - H& S Refer to HSENI