

Service Level Agreement 1 April 2018 – 31 March 2019

Fareham Shopmobility

(To be provided by Communities First Wessex)

1. Introduction

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between Communities First Wessex and Fareham Borough Council for the provisioning of services required to support and sustain Fareham Shopmobility.

This Agreement outlines the parameters of all services covered as they are mutually understood by both parties.

2. Purpose & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place for Communities First Wessex to provide a Shopmobility service in agreement and with funding support from Fareham Borough Council.

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

3. Service Agreement

This Agreement is valid from the 1 April 2018 to 31 March 2019. The following detailed service parameters are the responsibility of Communities First Wessex in the delivery of the Shopmobility service in accordance with the terms of this Agreement.

3.1. Service Scope

The following services are covered by this Agreement:

- To provide a professional Shopmobility Service in line with current guidelines of Health & Safety and Good Practice.
- To cascade appropriate training to staff and volunteers to ensure all Shopmobility representatives can offer knowledgeable advice and customer service.

- The service should be open Monday to Saturday 9.00am until 4.30pm. This may be subject to change when there are Bank Holidays, extreme bad weather or staff sickness.
- To have an out of hours telephone answerphone service
- The service should acknowledge sponsorship from Fareham Borough Council on leaflets and promotional information.
- The service should actively promote its existence to potential users and others.
- Due to the developmental nature of the service, the provider is encouraged to adjust the service delivery as required to meet customer needs where appropriate.

3.2. Premises

- The Shopmobility service will operate from the multi-storey car park in Osborn Road for which it has a lease and pays rent and rates. It may operate a Service at other locations as determined by community need for access to an event.
- The premises should be presented at all times in a professional and business-like manner. Areas for the public must be kept clean and tidy.

3.3. Staffing

- The service must be professional, reliable and consistent in its approach at all times.
- The services of volunteers, who are deemed by the Provider to be suitable to undertake the work, may be used to assist in the day to day running of the Shopmobility service provided they have been trained and are competent in the tasks.

3.4. Equipment

- The service must provide a variety of manual and electric wheelchairs, in addition to a minimum of 25 mobility scooters. These also must differ to meet customer needs where appropriate. The Provider will be responsible for purchasing additional equipment from funds raised. All hired equipment must be maintained, kept clean, serviced and charged to present a safe and reliable service, in accordance with statutory and legal requirements.

4. Customer Satisfaction and Statistics

4.1 Statistics

The service provider must record statistics of memberships, hires, other income and expenditure.

This information will be provided to Fareham Borough Council at 6 months and then at the end of the financial year. The end of year position will be reported to the Leisure & Community Policy Development and Review Panel.

4.2. Customer Satisfaction Surveys

Community First Wessex will undertake a customer satisfaction survey in a format to be agreed with Fareham Borough Council. The results will be included in the 6-month monitoring report. The results will be used to inform amendments to the service in order to meet the needs of the customer.

4.3. Shopmobility Accounts

Communities First Wessex will provide a profit and loss account that sets out all relevant income and expenditure for the Shopmobility service.

5. Insurance and Indemnity

5.1. Insurance

- The Provider will have the legal responsibility for all insurance matters and for any claim arising from the service delivery. The Council reserves the right to satisfy itself of the adequacy of insurance cover, at any time during the continuation of this Agreement.
- The Provider will also be responsible for ensuring compliance with the Health and Safety at Work Act and any other similar legislation and will provide appropriate risk assessments relevant to the delivery of the service.
- The service provider will be responsible for the safekeeping of any equipment whilst in storage.

5.2. Indemnity

- The Provider will indemnify and keep indemnified the Council from and against any and all loss, damage or liability suffered by the Customer resulting from any act, neglect or default of the Provider, its employees or agents. This includes any claims by third parties in respect of any matters arising from the supply or non-supply of the services.

6. Frequency of Contribution & Other Monies

6.1. Contribution

- The Council will contribute total funding of £14,750 for the financial year of 2018/19, which will be payable in six monthly installments.

- The allowance of free parking facilities for the customers, volunteers and staff will remain as so for the duration of this Agreement.
- The allowance of the said premises will continue to ensure the sustainability and availability of the Shopmobility service.

6.2 Other monies

- The provider will calculate the hire charges, membership fees and other charges accordingly to enable the service to remain sustainable. It will be at the sole discretion of the service provider how funds collected will be reinvested into the Shopmobility service.

7. Assignment

- The Service Provider is prohibited from transferring or assigning directly or indirectly to any person or persons any portion of this Agreement without the written permission of the Customer.

8. Status of the Agreement

- This Agreement is intended to indicate the intention of each of the parties. It is not intended to create a legally enforceable contract.

This agreement is dated the

Signed by:-on behalf of Fareham Borough Council

Print Name - Position -

Signed by:- on behalf of Communities First Wessex

Print Name - Position -