

# **Service Level Agreement**

between

SITWELL JUNIOR SCHOOL

and

XCITE SPORTS AND FITNESS LIMITED

for the provision of

PHYSICAL EDUCATION AND SPORTS COACHING SERVICES

at

SITWELL JUNIOR SCHOOL

Part A: Conditions

Part B: Service specification

## **Part A: Conditions**

### **Service Level Agreement (SLA)**

Between **Xcite Sports and Fitness Limited** a Company registered in **England and Wales with company number 09182370**

Address: **23 Kirton Lane, Thorne, Doncaster, South Yorkshire, DN8 5RE.**

(known as 'Provider' hereafter)

and **Sitwell Junior School**

Address: **Grange Road, Rotherham, South Yorkshire, S60 3LA**

(known as 'the School' hereafter)

### **1. Purpose of this SLA**

1.1. This SLA relates to the agreement between the School and the Provider covering the provision of the following services:

The setting up, delivery and management of on-site sports coaching and physical education programmes for the benefit of school-age children enrolled at the school and or as agreed between the parties on a case-by-case basis (through delivery of lessons and supporting teachers to deliver lessons).

1.2. The detail of this service is as set out in Part B: Service specification.

### **2. Authorised representatives**

2.1. For the purpose of this SLA, the School's representative is:

Name:

Designation:

Telephone:

Fax:

Email:

2.2. For the purpose of this SLA, the Provider's representative is:

Name: **James O'Neill**

Designation: **Director**

Telephone: **07851046611**

Email: **james@xcitesportsandfitness.org**

### **3. Duration**

- 3.1. The date on which this SLA comes into effect is **1/9/2017**.
- 3.2. The duration of this SLA is **1** year and it will end on **31/7/18** unless renewed or terminated sooner in accordance with section 8.2.

### **4. Staffing issues and termination**

- 4.1. Where the service detailed in Part B relates to contact with children or families, the staff of the Provider concerned (whether volunteers or paid workers) are subject to the legal rules and procedures defined by [The Safeguarding Vulnerable Groups Act 2006](#).
- 4.2. The School must inform the Provider of all appropriate safeguarding policies and procedures.
- 4.3. In the event that during the term of this agreement or within 6 months of its termination the School employs a member of staff of the Provider ('PS') who had been engaged in the provision of Services to the School, the School shall pay to the Provider a fee equivalent to 10% of the PS salary for the 12 months immediately following their engagement. Such fee to be paid within 7 days of the PS starting work with the School.

### **5. Complaints**

- 5.1. The Provider will communicate its complaints procedure to the School.
- 5.2. Any issues regarding performance of the service will be addressed by the representatives stated in sections 2.1 and 2.2 either as part of monitoring arrangements or if necessary a specially arranged meeting.

### **6. Charging**

- 6.1. The provider shall charge to the school the hourly rate or total annual fee set out in Part B of these conditions.
- 6.2. The School will be charged termly with regard to this agreement by the issuing of an invoice by the Provider.
- 6.3. Invoices issued pursuant to clause 6.2 must be paid in full without set off within 30 days of the date of the invoice. Failure to pay the invoice by the due date may result in the application of interest at the rate set by the Late Payment of commercial Debts (Interest) Act 1998.
- 6.4. Variations in service volume and charging will be negotiated by both parties and can only be varied by the written agreement of the parties specified in clause 2.1 or 2.2 (or such other person as the parties may nominate for the purpose of the negotiation).

### **7. Disputes**

- 7.1. If a dispute arises between the parties, every effort will be made to achieve a local resolution. If this is unsuccessful, disputes should be referred progressively through senior levels of management at the School.

## **8. Termination of this SLA**

- 8.1. This SLA may be terminated by the School by providing 3 months notice ending on the date set out in clause 3.2. If notice is not served in accordance with this clause 8.1 this agreement will automatically renew for a period of one academic year on the same terms as this agreement.
- 8.2. Either party may terminate this agreement at any time giving a terms notice to the other, if there is a material breach of any of the terms of this agreement.
- 8.3. The Provider reserves the right to terminate this SLA with immediate effect if at any time, for whatever reason, they are unable to continue providing the level of service on the terms agreed. In this instance, the School will not be entitled to any form of compensation, however, any payments made in advance for services which remain undelivered will be repaid within 30 days of notice of termination.

## **9. Monitoring**

- 9.1. The provider shall, when requested and with the support of the School, keep accurate records of service users, through registers of attendance or similar monitoring documents.
- 9.2. Additional monitoring and reporting requirements will be detailed in the service specification at part B.

## **10. Insurance, risk and liability**

- 10.1. Each party to this SLA shall be responsible for securing appropriate insurance for the services to be provided.
- 10.2. All parties to this SLA should seek professional advice on the relevant insurance requirements.

## **11. Engagement of third parties**

- 11.1. The engagement of third parties to deliver services under this agreement is subject to the same rigorous requirements as to suitability, qualifications, safeguarding of children and vulnerable adults, confidentiality, fidelity, insurance and indemnity as the main parties.
- 11.2. The School has a right to terminate or prevent the engagement of any person or organisation in connection with this agreement on grounds of safety or non-compliance with statutory requirements.

## **12. Assignment/Novation**

In the circumstances that School (being a maintained school) becomes an academy the terms of this agreement will automatically be novated to the new academy trust and the new academy trust will be bound by the terms of this agreement as if it were an original party to it.

### 13. Signatures

On behalf of the School :

Signature .....

Name .....

Designation .....

Date .....

On behalf of Provider:

Signature .....

Name .....

Designation .....

Date .....

### Part B: Service specification

1. The services described in clause 1.1 of Part A of this agreement will be delivered at **Sitwell Junior School**. The Provider will be granted access to the following facilities and areas within the school premises:
  - a. School Hall (main activity area)
  - b. School Field (alternative activity area)
  - c. School playground (External play area)
  - d. Toilet facilities for children
  - e. Toilet facilities for staff
  - f. Car parking for staff
  - g. Other: P.E. equipment storage area including use of equipment, use of school's first aid facilities and supplies

2. The services shall be provided on the following day/s in each week of the academic year:

One full day of P.E. & Sports coaching provision, including curriculum lessons and extracurricular clubs (lunchtime and after school), agreed to take place on Tuesdays.

Use of the school site to offer evening sessions and holiday sports clubs as and when appropriate.

The services will commence on: 5/9/17

3. The annual cost for the provision of the services is £6675.00 plus VAT
4. The target beneficiaries are children aged between 7 years and 11 years, enrolled at the school.
5. If the Provider is unable to provide sufficient staff on any particular day/days then the service will be modified or postponed as necessary in the interests of safety and welfare of children and young people. This will be discussed between the parties as soon as possible. Any postponement that is not completed at a later date and is cancelled will be reflected in the invoice for the next invoice period being reduced by an amount equal to the amount of time cancelled (at a rate of £25 p/h).
6. If any session is cancelled or postponed by the school the cost of that postponed or cancelled session and any rearrangement shall be paid for by the School.
7. Parental consent for photography will be obtained before children are photographed by the Provider for the purposes of any marketing or other literature.
8. Premises provided for the delivery of services are to be fit for purpose.
9. Equipment provided by the School for use by the Provider and beneficiaries is to be fit for purpose. The Provider will carry out regular inspections of equipment and facilities used and ensure that any damage is reported and, where appropriate, items are taken out of use and/or cordoned off to prevent accident or injury.
10. Equipment provided by the Provider must be fit for purpose. No equipment will be employed that does not meet with Health and Safety at Work standards. Electrical equipment, including computers and portable appliances, shall be subject to appropriate safety checks and certification.
11. Problems, complaints and remedies:  
Parties will maintain a dialogue and keep communication channels open to ensure that any problem or complaint is addressed at the appropriate level at the earliest opportunity. The School shall be responsible for initiating formal procedures to deal with complaints that are of a serious nature, utilising the school's existing disciplinary and grievance procedures.
12. Provider staff will attend School INSET as and when necessary and if available.

13. The Provider and the Designated Person from the School will discuss the provision of Services and give and receive feedback at such dates and times as shall be agreed between the Provider and the School.