**Contractor Service Level Agreement (“SLA”)**

Between

***Marisco South Limited (the “Contractor”)***

and

***{insert full business name and full address} (the “Subcontractor”)***

|  |  |
| --- | --- |
| **Document Owner:** | Marisco South Limited |

**Approval**

*(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)*

|  |  |  |  |
| --- | --- | --- | --- |
| Approvers | Job Title | Signed | Approval Date (“Effective Date”) |
| *Toby Lathwell* for the Contractor. | Procurement Manager |  |  |
| *{Insert name of the person}* for the subcontractor |  |  |  |

|  |  |
| --- | --- |
| **Minimum Public Liability Insurance cover required:** | £10m or £5m {delete as necessary} |
| **Minimum Employer’ Liability Insurance cover required:** | £10m or N/A {delete as necessary} |
| **Minimum Professional Indemnity Insurance cover required:** | £1m or N/A {delete as necessary} |

Note: If the Subcontractor is to be responsible for any design element in the service they provide, they must carry PPI cover.

**Services to be Provided by the Subcontractor.**

**The Subcontractor has agreed to supply the following services:**

*{for example – delete, amend and add as necessary}*

* Painting and decorating.
* Supply windows and install them on-site.
* Groundwork services.
* Roofing repairs and maintenance.
* Domestic electrical maintenance and installation.
* Fire door replacement and maintenance.

*{Clarify if the Agreement is for a series of future engagements or is for just one specific project}*

This document will set out the terms and conditions of the supply of {*products, labour and materials}* over a series of engagements at various sites to be agreed with the Contractor.

The terms and conditions of this Agreement will remain in force until a significant and notifiable change in the arrangement occurs, or the following review date:

|  |  |
| --- | --- |
| **Next Agreement Review Date:** | DD MMMM YYYY |

*{or}*

The scope of this Agreement is limited to the supply of services and products at the following property:

Address Line 1

Address Line 2,

Town, Postcode

The work is anticipated to start on {dd-mmm-yyyy}.

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# Definitions

* 1. The “Agreement” and/or “Service Level Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time.
  2. The “Client” can be either the Contractor or their client(s).
  3. The “Party” or “Parties” refer to the parties in which this Agreement is relevant to including Stakeholders and Third Parties.
  4. The ”site” is deemed to be a construction site subject to the CDM and H&S regulations, and is the place at which the Subcontractor is to deliver the services(s) and/or products agreed upon within this Agreement.
  5. The “Effective Date” refers to the date on which this Agreement is to be enforced.
  6. HSE: Health and Safety Executive
  7. BSR: Building Safety Regulator
  8. BSA: Building Safety Act 2022.

# Agreement overview.

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between the **Contractor** and the **Subcontractor** and specifies the terms and conditions for the delivery of the services and products stated on Page 2. This Agreement remains valid until superseded by a revised written Agreement signed by both the Contractor and the Subcontractor.

# Purpose and objectives.

The purpose of this Agreement is to ensure there is a clear understanding of the terms and conditions under which the stated services on Page 2 are to be fulfilled by the Subcontractor and the obligations they have to the Contractor to complete that work in accordance with all fire safety and building standards.

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 Contractor.
* Match perceptions of expected service provision with actual service support and delivery.

# Compliance with all legal obligations and liability for rectification costs.

The Subcontractor is responsible for ensuring their work meets all extant Building Standards and legislative obligations pertaining to the delivery of the agreed services and products stated on Page 2 to a construction site (the site). The products they use and install on the site must meet all relevant statutory standards and the specifications set by the Contractor or their client.

The Subcontractor will be responsible for all costs arising from the need to rectify any deficiencies identified in their work or products supplied within the new Statutory time limits specified and brought about by amendments introduced in the Building Safety Act 2002 (BSA).

This Agreement requires the Subcontractor to cooperate with the Contractor to prepare and meet any new obligations the Contractor’s clients place upon them both to record who, how, where and when all works are carried out. This may extend to written reports and a photographic history of the services and products to be carried out and installed on the site, the requirement for which will be notified to the Subcontractor in writing before commissioning the works.

# The Subcontractor’s responsibilities and duties.

* 1. The Subcontractor cannot assign any of the agreed services listed on Page 2 to be carried out on the site by a third-party contractor that has not been approved in writing by the Contractor.

* 1. The Subcontractor must provide the Contractor with a list of the names of the operatives who will be attending the site to carry out the work and services agreed upon.
  2. The Subcontractor’s operatives attending the site must carry personal photographic ID that confirms they are either the Subcontractor’s employees or labour-only workers. Operators unable to provide photographic ID on demand will be removed from the site.
  3. The Subcontractor must ensure all their operatives who will attend the site have the skills, knowledge, aptitude, training, and experience (i.e. competence) to carry out the work assigned to them on the site.
  4. The Subcontractor must ensure that all their operatives have been DBS checked in the last two years. The Contractor must be informed of all operatives with unspent convictions, or pending prosecutions for arson, physical violence, theft, or being listed on the Sex Offenders Register. The Contractor’s safeguarding duties and obligations to protect their workers, clients and tenants, may require a refusal to allow certain people onto the site.
  5. The Subcontractor must ensure that all their operatives who will attend the site have undergone sufficient and relevant H&S training in the last 12 months to work on a construction site. Their training must include a minimum of :
     + - Asbestos awareness.
       - Silica and Site dust awareness.
       - Slips, Trips and Falls.
       - Working with Ladders.
       - Working at Height.
       - Hand & Arm Vibration Awareness.
       - Workplace Noise Awareness.

The Contractor can provide relevant H&S training if required.

* 1. The Subcontractor must ensure their operatives read and sign the Contractor’s Site Safety File when they attend the site for the first time. This is to record they have read and will abide by the safe-working rules designated for this site. They must comply immediately with any reasonable instruction given by either our Site Managers or H&S Inspectors or those of our client in pursuance of enforcing safe-working practices exercised on the site. Failure to comply will result in the uncooperative operative(s) being removed from the site.
  2. The Subcontractor must ensure all their operatives arrive on the site with appropriate PPE, RPE, and First Aid Kits. Every operative must wear reinforced sole and steel-capped boots and carry on to the site, a hard hat, a Hi-Viz tabard, eye-protecting goggles, and suitable RPE that has been face-fit tested in the last 12 months.
  3. The Subcontractor must ensure all their operatives are dressed in accordance with the Site rules and observe and conform to socially acceptable standards of personal hygiene.
  4. The Contractor operates a zero-tolerance policy for smoking or vaping on our sites, inside or out, unless there is a designated smoking area provided by the client. Any operative who breaches this rule will be removed from the site.
  5. The Contractor operates a zero-tolerance policy for any person attending our site under the influence of alcohol or recreational drugs of any kind. Every operative suspected to be under the influence of alcohol or drugs will be removed from the site.
  6. The Contractor operates a zero-tolerance policy to foul language, aggressive verbal or physical violence, and inappropriate and/or prejudicial behaviour of any kind. Anyone who breaches this policy will be removed from the site.
  7. The Contractor operates a tolerant policy towards the playing of a radio or similar equipment, provided the volume is low enough to not inconvenience other workers and neighbours. The playing of radios outdoors or in occupied properties is expressly forbidden. Operatives who fail to cooperate with this policy will be removed from the site.

## Subcontractor’s third-party professional accreditations and memberships of trade associations and institutions.

* 1. The decision to appoint the Subcontractor may have been based on certificates issued by third-party agencies to prove their relevant professional competence. The Subcontractor must inform the Contractor of any reason why the continuing membership of such qualifying professional trade associations and institutional bodies may be suspended or terminated during the period this Agreement remains in force.

## Subcontractor’s history of official interventions of any kind issued by enforcement agencies, and/or past or pending legal prosecutions.

* 1. The Subcontractor must inform the Contractor of all official interventions or prosecutions, past or pending, initiated by any enforcement agency operating in the built environment sector.

## Accidents, dangerous occurrences, incidents and near misses on our sites.

* 1. All untoward incidents, accidents, dangerous occurrences, and near misses involving the Subcontractor’s operatives must be reported immediately by telephone to the Contractor on 01202 474001, no matter how trivial they may seem to be at the time. The Contractor may request the Subcontractor and their operatives to supply written witness statements if the situation warrants further investigation. Any refusal by the Subcontractor and its operatives to fully cooperate with a subsequent investigation will terminate this Agreement.

## Risk assessments, safe-working methods, and safety leadership.

* 1. The Subcontractor is expected to prepare a sufficient and relevant written risk assessment for all the work their operatives will undertake, recognizing the significant hazards of the work to be undertaken, and the controls to be exercised to mitigate those risks to promote a safe-working outcome.
  2. Copies of the risk assessment(s) must be forwarded to the Contractor’s H&S Team before the planned work commences. Any subsequent revisions to these risk assessments must be forwarded as they occur.
  3. The Contractor’s Site Safety File (Section 6.1) contains the Contractor’s risk assessments that address the significant threats and risk controls their H&S Team has identified.
  4. The Subcontractor’s operatives are expected to cooperate and work together with other workers on the site to achieve a safe working environment.
  5. The Contractor will not tolerate any kind of peer-group or management-led coercive pressure on any group of workers to work in such a way that breaches the safe working procedures set out in the Site Safety File or the Subcontractor’s risk assessments.

## Materials to be used and products to be installed by the Subcontractor.

* 1. The Subcontractor must supply datasheets to the Contractor of all materials they bring onto the site to satisfy our joint COSHH obligations.
  2. The Subcontractor agrees to only use the materials and install the products specified by the Contractor, or their client. If the materials and products are not available, the Subcontractor must liaise with the Contractor to find agreed alternatives.
  3. The Subcontractor must provide the Contractor with all the warranty documents and operating instructions for all the products they install on the site.
  4. The Subcontractor must supply the Contractor with all relevant inspection and installation certificates to confirm all applicable Building Standards have been complied with.
  5. The Subcontractor indemnifies the Contractor against the costs of any rectification of any defects or failure of the services and products supplied and installed by the Subcontractor under this Agreement (section 4).
  6. The Subcontractor must supply the Contractor with written details of any scheduled maintenance programmes that must be carried out post-installation to maintain the manufacturers’ warranties and guarantees.

## Mandatory insurance policies to be held by the Subcontractor.

* 1. **£5m Public Liability Insurance**: The Subcontractor must supply a copy of their policy, and either a certificate or a broker’s letter confirming they carry a minimum of £5m cover to match the Contractor’s primary policy.
  2. The Subcontractor’s insurance policy must provide written evidence their policy contains the *Indemnity to Principal* Clause, which is a pre-condition of the Contractor’s insurance underwriters. Most insurance policies contain this clause in one form or another, and it may be necessary for the Subcontractor to request their insurer or broker confirm it is present.
  3. The Subcontractor must provide a copy of the exclusions in their policy to ensure they do not adversely or negate cover for the work they have been engaged to complete on the site.
  4. Some of the work the Contractor undertakes is with clients that specify a minimum of **£10m Public Liability Insurance**. Only subcontractors that carry a matching £10m Public Liability Insurance policy can work on such projects. The requirement that applies to the Subcontractor under this agreement is stated on Page 1.
  5. **£10m Employer’s Liability Insurance**: Unless the Subcontractor is an individual who is only offering their personal labour in this Agreement, all other subcontractors must carry a minimum of £10m Employer’s Liability Insurance.
  6. **£1m Professional Indemnity Insurance**: If the Subcontractor is to provide an element of design in the services to be provided, they must carry a minimum of £1m Professional Indemnity Insurance to match the policy held by the Contractor. For example, the provision of roofing, electrical installations, heating engineering, and plumbing often involve a design element.

## Compliance with all applicable Building Standards.

* 1. The Subcontractor must ensure that all the work they undertake is compliant with Building Standards extant at the time their service is executed and completed.
  2. Should Building Control refuse to approve any work that the Subcontractor has undertaken as part of the Agreement, they will be given a reasonable amount of time to return to site to correct the situation. The Contractor reserves the right to appoint another Subcontractor to carry out the rectification work if there is undue delay or a justified concern the issue cannot be resolved by the original. All resulting costs of rectification will be met by the defaulting Subcontractor.

## Compliance with the Fire Safety Order Regulations.

* 1. The [Beechmere](https://www.cheshirefire.gov.uk/downloads/documents/news_and_events/cfrs_update_on_beechmere_investigation.pdf) Fire incident has seen a new legal precedent set by Cheshire Fire and Rescue Service by deciding to prosecute many more parties than usual for their part in the cause of the fire. The list of defendants includes the cyclical maintenance company and the roofing contractor carrying out work at the time. The Subcontractor to this Agreement will become a *responsible person* under the Regulatory Reform (Fire Safety) Order 2005 in carrying out their assignment on the site. The Subcontractor and their operatives must know their legal obligations as *responsible person*s when working on the site. [Legal Duties](https://www.gov.uk/government/publications/people-with-duties-under-fire-safety-laws).

## Passive Fire Safety Management: Fire-Stopping.

* 1. If the Subcontractor must penetrate a fire compartment wall, floor or ceiling to complete the service(s) agreed as part of this Agreement, the Contractor must first be apprised in writing of the proposed method of fire-stopping to be used and approve it before work commences.

## Responsibility for installed product warranty claims.

* 1. The Subcontractor accepts responsibility to resolve, without further charge, any actual or implied warranty rectification claims that may arise from the products they install on site.

## Response times.

* 1. To meet the specified response times associated with services to be provided and stated on Page 2.

## Passing off.

* 1. The Subcontractor must ensure all of their operatives do not hold themselves out to be an employee of the Contractor.

## Quotation and Invoices.

* 1. The Subcontractor must provide a reasonable level of detail of the services and products to be provided in their written quotations and invoices addressed to the Contractor.

# The Contractor’s Responsibilities.

* 1. To provide a **Site Safety File** (the SSF) that remains onsite during normal working hours each working day. The SSF contains:
     1. Name and contact details of the Contractor’s site manager.
     2. The name of the Client and their contact details if appropriate.
     3. The Contractor’s/Client’s planned works schedule.
     4. The significant threats to safety that have been identified on site, and the risk assessments and method statements designed to mitigate that threat.
     5. An Asbestos Survey highlighting the known and suspected locations of *asbestos containing materials* (ACM) within the property.
     6. An emergency asbestos decontamination protocol to be followed in the event of an accidental disturbance of ACM.
     7. Suitable fire extinguishers and the fire safety procedure to be followed for evacuating the site in an emergency and informing the fire rescue services in the event of a fire.
     8. Details of the first aid arrangements and the location of the nearest A&E department.
     9. A site-safety declaration schedule that all operatives must sign when first visiting the site to confirm they have read and understand all safe-working documentation and site rules.
     10. Signing-in and signing-out schedules to record the name and time visitors and operatives arrive and leave the site.
     11. Any other relevant documentation pertaining to the operational procedures to be observed on site.
  2. The Contractor will make appropriate welfare provisions on the site to include a minimum of drinking water, hot water, washing and toilet facilities.
  3. The Contractor will provide the name of the Site Manager and their contact details when they are not on site.
  4. To provide reasonable availability of a company representative(s) when resolving service-related incidents, or a request for clarification in the delivery of the agreed service.
  5. To provide clear communication channels between all relevant parties to this Agreement.
  6. To provide reasonable availability of a company representative(s) when resolving service-related incidents, or a request for clarification in the delivery of the agreed service
  7. To provide any access instructions ahead of the date of commencement of work on-site.
  8. To make the site ready for the Subcontractor’s activities to commence.
  9. To provide written confirmation of the Subcontractor’s quote acceptance, indicating the appropriate VAT treatment to be applied. By default, it should be assumed the Domestic Reverse VAT Accounting rules will apply if the Subcontractor is VAT registered.
  10. To make timely payments for the Subcontractor’s invoices at the agreed interval(s).

# Non-Solicitation

* 1. Neither Party Contractor shall, for the term of this Agreement, and for the period of 6 months after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to the Agreement (without the express written consent of either Party).
  2. Neither Party shall, for the term of this Agreement and for a period of 6 months after its termination or expiry, solicit or entice away from the other Party any customer or client where any such solicitation or enticement would cause damage to the business of that Party without the express written consent of that Party.

# Force Majeure

* 1. In the case of failure to perform this Agreement due to any **force majeure**, neither party shall be liable for such failure, and this Agreement shall be terminated automatically. In the case of failure to perform any part of this Agreement due to any **force majeure**, the party suffering from such **force majeure** may be exempted from corresponding liability to the extent of the impact of such **force majeure**. However, such party shall continue to perform other obligations under this Agreement which have not been affected by such **force majeure**. If such **force majeure** occurs after such party delays to perform this Agreement, it shall not be exempted from its corresponding liabilities.
  2. Force Majeure events include (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labour stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the Impacted Party.

# Entire Agreement

Both parties acknowledge that this Agreement expresses their entire understanding and agreement and that there have been no warranties, representations, covenants or understandings except such as set down hereto. The parties further acknowledge that this Agreement supersedes, terminates or otherwise renders null and void any and all prior Agreements or contracts. Clause headings are understood by both parties to be for guidance only and do not limit, condition or alter any individual clause.

# Governing Law and Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of England and the parties to the Agreement submit to its non-exclusive jurisdiction. The place of performance of the Agreement shall be deemed in England. Any part of this Agreement that is decided in isolation as unlawful or unenforceable does not render the rest of the terms and conditions of this Agreement unlawfully or unenforceable.

**Version**

|  |  |  |  |
| --- | --- | --- | --- |
| Version | Date | Description | Co-Authors |
| 1.0 | 22/01/2024 | Service Level Agreement | Lucy Donovan |
| 2.0 | 12/02/2024 | Service Level Agreement | Ralph Elliott-King |
|  |  |  |  |