

Service Level Agreement
between
Xxxx Borough Council Landlord Accreditation Scheme (XLAS), and
London Landlord Accreditation Scheme (LLAS), which is administered
by the London Borough of Camden.

1. The purpose of this agreement is to provide a framework for the provision of the service by the London Landlord Accreditation Scheme (LLAS) on behalf of Xxxx Borough Council (XBC).
2. The LLAS is administered by the London Borough of Camden and the XLAS is operated by XBC.
3. The LLAS will provide the service detailed below, and also provides help and advice to the XLAS as requested, within the timescales set out in this document. In return, XBC will pay the fee, agreed annually by the consultation committee and take all reasonable steps to comply with their requirements as stated in this agreement.
 - 3.1. Within 28 days of the anniversary of this Agreement and each subsequent anniversary, the Service Provider shall submit to the Customer a VAT invoice correctly rendered, together with all necessary substantiating documentation which is reasonably required by the Customer.
 - 3.2. An annual fee of £2,500 has been agreed. Should LAS propose to increase this fee then they must notify XB in writing of its intention. Any fee increase must be agreed by XB and must not exceed 5% in any year or the current RPI at one month prior to the anniversary of the contract (whichever is the lesser). Should agreement be reached this must be documented in writing. Where an agreement can not be reached then dispute resolution procedures must be followed. see clause 14.
4. This document is intended to promote good practice and provide a basis for facilitating continuous improvement in service delivery. It does not represent a legally binding agreement between the parties.
5. The administration of the scheme will be undertaken by the LLAS using their existing database and procedures in operation for their course and the administration of the XLAS will mirror the operation of the LLAS, except where different arrangements are agreed in writing between the parties. There is no intention for the LLAS to amend its existing scheme.
6. XBC may attend, participate and vote at the LLAS regular consultative committees (steering group) and will have the same rights and responsibilities as existing members.

7. XBC will have full access to the LLAS “Events and Prosecution Database”, at not additional cost, subject to signing the data sharing protocol
8. Further guidance on the operation of the scheme is available in the document XXXXX.
9. All data and information held by the service provider (LLAS) concerning organisations and persons accredited under the KLAS scheme shall remain the intellectual property of XBC and the participating members of KLAS. This data (at the request of the XBC and at no cost) shall be made available to XBC, in suitable electronic form for interrogation in an electronic database.
10. Where, in connection with the provision of the Services by the LLAS, the LLAS uses any Intellectual Property which is owned by the LLAS, the LLAS shall grant to XBC, or shall procure that XBC is granted (without charge) to XBC and for the benefit of the XBC a perpetual, non-exclusive, royalty-free licence to use, adapt, maintain and support such Intellectual Property, which licence shall include the right for any person providing services to XBC to use, adapt, maintain and support such Intellectual Property for the benefit of XBC.

11. Service provided by the LLAS

- 11.1. operate a workday telephone service from 9am to 5pm providing details of the scheme and answering queries relating to the scheme.
- 11.2. answer general telephone calls and queries using a standard general greeting for both schemes
- 11.3. return calls and/or answer phone messages from the general public within 1 working day.
- 11.4. deal with written and oral queries and/or complaints in relation to the administration of the scheme.
- 11.5. forward application forms to applicants not wishing to use the internet to apply for membership.
- 11.6. forward to the appropriate local authority scheme within 3 working days any issues not relating to the administration of the scheme such as technical, specific XLAS or council issues, these may include issue relating to whether an applicant is “fit and proper”,
- 11.7. reply to written correspondence within 10 working days.
- 11.8. issue, process and store all paperwork relating to the scheme, including request any additional information and issue certificates.
- 11.9. arrange, book and settle invoices for venues and trainers, and process all relevant landlord development courses.
- 11.10. liaise with Xxxx Borough Council, when necessary and in line with any agreed procedures.
- 11.11. request applications for renewal of accreditation from all landlords/agents 6 months before the expiry of their accreditation period..

- 11.12. forward agreed standardised letters and documentation to applicants of the XLAS.
- 11.13. collate and maintain appropriate and agreed statistics and data.
- 11.14. where practicable, use XLAS personalised documentation in the processing of XLAS applications and correspondence. Any such documentation to be agreed separately.
- 11.15. inform the XLAS if any course has to be cancelled due to insufficient number of attendees etc.
- 11.16. Issue a certificate and successful accreditation letter to landlords when they become accredited.
- 11.17. To provide quarterly data/statistics, as requested by the Customer.

12. Service Provided by XLAS/XBC

- 12.1. take reasonable steps to publicise the scheme to private sector tenants, landlords and agents and encourage landlords and agents to participate.
- 12.2. to publicise specific development courses operating by the scheme
- 12.3. to publicise the scheme to all departments, public services, their partners and private rented sector organisations within their district and encourage them to recognise accredited members and to utilise the scheme to benefit any services they provide
- 12.4. to liaise with the LLAS to decide when and where the development courses are to be run for the XLAS.
- 12.5. to identify a suitable venue for any development course for the XLAS and provide the LLAS with contact details for the venue. (The LLAS will book and pay for the venue, trainers and catering on behalf of the XLAS)
- 12.6. provide contact details of the Lead Officer and a deputy Lead Officer for the XLAS.
- 12.7. comply with the terms of the LLAS "Events and Prosecution Database" data sharing protocol.

13. Liaison, Monitoring and review

- 13.1. The services as detailed in this Service Level Agreement will operate from the launch of the XLAS.
- 13.2. The Service agreement will be reviewed annually at an annual meeting which will take place between all parties involved in the administration and delivery of the XLAS to review progress, working arrangements and agree any alterations to the partnership to be implemented. Minutes will be taken of these meetings.
- 13.3. No party may withdraw from the agreement within 12 months of the commencement of the XLAS.
- 13.4. If either party wish to end the agreement a 12 months notice in writing of their intention to withdraw must be given to the other party.

14. Administration Method

- 14.1. Subject to the following clause, all applications (excluding postal applications) to join the scheme and to enrol on development courses are to be completed on line via the LLAS web site.
- 14.2. Provided there is no detriment to the LLAS website/database, the XLAS may establish a separate webpage template and/or website which links with LLAS website. The cost of establishing this service, if required, will be paid for by XLAS/XBC and it is agreed that any work which may be necessary to the LLAS website/database in order to facilitate the setting up of templates, website etc. will also be paid for by the XLAS/XBC.
- 14.3. Landlord development and/or continuous development courses will be arranged on behalf of the XLAS by LLAS.
- 14.4. The LLAS will be responsible as to whether a specific course is to run based on whether the proposed course will operate at a financial loss. Should the XLAS wish any course to continue where such a loss is likely they must agree in writing to make good any financial shortfall resulting from the running of the course.
- 14.5. Any formal investigative action by either the LLAS or XBC in respect of any landlords or agents involved in the scheme will be documented. If undertaken by the LLAS a copy will be sent to the Lead Officer at XBC. XBC will ensure any outcomes are recorded on the LLAS "Events and Prosecution Database" in accordance with the data sharing protocol.
- 14.6. The LLAS, LB of Camden private sector teams and XBC private sector teams will advise their staff of the contents of this agreement and of any subsequent changes in procedures.

15. Key Performance Targets

Key Performance	Target %
Problems with applications and/or paperwork such as convictions, not fit and proper persons are alerted to the Lead Officer at Xxxx Borough Council within 10 working days of receipt	90
Return calls/answer phone messages within 1 working day (excluding weekends)	90
To reply to written correspondence within 10 working days	95
To forward problems/queries to relevant Local Authority within 3 working days.	90

16. Default arrangements

17. Any disputes in the first instance will be dealt with by nominated representatives or Chair of the LLAS and equivalent representative of XLAS who will discuss problems and agree ways to overcome these. There will be an expectation that any problems will be rectified.
18. If the dispute cannot be rectified the issue will escalate to a secondary level, where a review meeting will take place between all parties involved in the partnership to discuss, produce and agree a recovery plan.
19. On further significant failures or a failure to implement the rectification plan, a second review meeting will take place between all parties.
20. If agreement cannot be found then the dispute will be referred to an arbiter agreed by both parties, whose decision will be binding on both parties.

21. Invoicing and payment

22. The current annual contributions are £2500 per authority.
23. The contributions for the current year will be paid in full, pro rata, from the launch date of the scheme to the commencement of the following financial year (on or thereabouts of 5th April) and thereafter annually for each subsequent financial year.
24. The annual fees may be varied annually by the LLAS consultative committee (steering group) any increase shall be limited as set out in paragraph 3.2 above.
25. The service level agreement terms and cost will be reviewed yearly by all parties for future agreement relating to the administrative functions of the service by the LLAS on behalf of the XLAS.

26. Variations

27. Any amendments to the level of service to be provided in this agreement will be required in writing and agreed by LLAS and XBC prior to implementation.

28. Special Clauses

29. Nothing in this agreement shall prevent the parties agreeing to settle any difference or dispute arising out of the contract without recourse to arbitration.

30. Signatories to Agreement

31. The Service Level Agreement and its terms and conditions contained therein are acceptable to The London Borough of Camden:

32. Signed:

33. Date:

34. Position of Signatory:

35. The Service Level Agreement and its terms and conditions contained therein are acceptable to: Xxxx Borough Council

36. Signed:

37. Date:

38. Position of Signatory:

Appendix 1

Contact officers for the XLAS.