

Service Level Agreement (SLA) for

States of Jersey Secondary Schools and Sports Associations
for the Jersey Sports Academy

by

States of Jersey Department for Economic Development, Tourism, Sport and Culture
and
States of Jersey Department for Education

1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between States of Jersey Department for Economic Development, Tourism, Sport and Culture (“EDTSC”) and States of Jersey Department for Education for the provisioning of the Jersey Sports Academy (“JSA”).

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

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

2. Goals & Objectives

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide the Jersey Sports Academy to the Customer(s) by the Service Provider(s)

The goal of this Agreement is to obtain mutual agreement for the Jersey Sports Academy / service provision between the Service Provider(s) and Customer(s).

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
- Provide clear channels and methods of communication between the Provider and the Customer

3. Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the primary stakeholders associated with this SLA:

Service Provider(s): the Jersey Sports Academy (“Provider”)

Customer(s): States of Jersey Department for Economic Development, Tourism, Sport and Culture and States of Jersey Department for Education.

4. Periodic Review

This Agreement is valid from the Effective Date outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year. However, in lieu of a review during any period specified, the current Agreement will remain in effect.

The Relationship Manager (“Document Owner”) is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Relationship Manager: Ben Harvey, Managing Director (JSA)

(EDTSC) Review Period: Yearly
Previous Review Date: N/A
Next Review Date: 1 Year post commencement

Service Agreement

The following detailed service parameters are the responsibility of the Customer in the ongoing support of this Agreement.

- Health and Safety
- First aid and accident reporting
- Bookings and timetabling responsibility
- Alienation
- Risk assessments
- Portable electrical appliances
- Footwear
- Property belonging to the Customer
- Control
- Access
- Works
- Student management
- Reporting building defects

- General housekeeping
- Equipment repairs and maintenance

The following detailed service parameters are the responsibility of the Provider in the ongoing support of this Agreement.

- Accessibility and staffing
- Repairs and maintenance
- Lighting / services / utilities
- Bookings and timetabling responsibility
- Insurance
- CCTV
- Security
- Parking
- Gym and Sporting Equipment, Repairs and Maintenance
- Grounds maintenance
- Cleaning
- Lost property
- Provision of fire extinguishers
- Risk assessments
- Audits
- Meetings and general communications
- Financial arrangements
- Emergency call-out

5. Customer(s) Responsibilities in Support of this Agreement Include:

Health and safety:

The Customer agrees to comply with the risk control measures that form part of the risk assessment for the premises, meeting its responsibilities under the Health and Safety at Work (Jersey Law) 1989.

These measures include minimum qualifications for those leading, teaching, coaching and / or supervising activities. All teachers / coaches / instructors who work with children must be police DBS (Disclosure Baring Service) checked to ensure their suitability and comply with the rules and advice of relevant governing bodies for particular activities. Evidence of such compliance may be requested by the Provider.

All staff and students must familiarise themselves with all evacuation routes. The Customer will ensure that there is an initial risk assessment.

Fire evacuation drills will be carried out by the Provider at designated times. All Customer staff and students must conform to the Normal Operation Procedures (NOP) and Emergency Action Plan (EAP) provided by the Provider.

The Customer shall not bring into the facility any articles of a flammable or explosive character.

First aid & accident reporting:

Adequate first aid precautions must be taken as appropriate by the Customer.

Any injury to a person or damage to property must be reported to a member of the Provider's staff and a report completed. All notifiable accidents must be reported back to the Provider within 24 hours. (Notifiable = Death or major injury, 24hr hospitalisation, more than 3 days off work / school, ambulance call out or visit to A&E)

Bookings and timetabling responsibility:

All programming and timetabling of the facility will be completed by the Customer and submitted to the Provider no later than 6 weeks prior to any intended visit.

Alienation:

The Customer will not be permitted to assign, sub-let the whole or part of the premises, or otherwise part with possession, without the Provider's prior written consent as well as the consent of the other Customer, which shall not be unreasonably withheld or delayed. Any income derived will be invoiced by the Provider and will be reinvested back into the facility.

Risk assessments:

The Customer is responsible for the care and upkeep of all risk assessments of all the sporting activity and teaching taking place on the demised premises. The Provider may ask to be provided with copies.

Portable electrical appliances:

No portable electrical appliance is to be brought into the premises and used without the prior agreement of the Provider. Any such appliance must have been inspected beforehand in accordance with current Institution of Electrical Engineers Regulations and bear a dated PAT test sticker, or other endorsement to that effect.

Footwear:

Outdoor shoes are not permitted in the demised premises. Only clean, non-marking training shoes are allowed or other suitable footwear as agreed by the Provider. The Customer is responsible for ensuring that those using the facility are wearing acceptable sporting footwear.

Should damage occur to any playing surfaces or fabric of the building as a result of a failure to comply with this, this may result in the Customer being liable / billed for any repairs or additional cleaning.

Property belonging to the Customer:

The Provider and its employees shall not be responsible for any damage to, or loss of, any property whether belonging to the Customer, or to any other person using the facility. (See Appendix 4)

Control:

A Customer representative shall be in attendance at all times throughout the booked / programmed sessions, and the Provider may, in certain circumstances where it is considered necessary, require that the Customer provides, at his own expense, any additional staff for the smooth running of any booking.

In default of such provision by the Customer, the Provider shall be authorised, at the expense of the Customer, to make the necessary arrangements for a person(s) to be brought in to be in attendance at the event / booking.

Parking permits:

The Customer will provide the Provider with an up to date quarterly list of who has been issued with a valid permit to park at the facility. (See Appendix 2). The Customer will also be responsible for ensuring that teachers, pupils, coaches, athletes and parents are communicated to about the parking availability and any restriction that may, from time to time, apply to the site.

Animals:

No animals will be admitted to the venue under any circumstances unless with the prior consent of the Provider with the sole exception of Guide Dogs for the Blind.

Access:

Access to the doors, gates, passages and fire exits must not be obstructed. Customer staff access to the premises has to be approved by the Provider. Lone use of any of the facilities or personal use of any equipment by Customer staff is forbidden unless expressly granted written permission by the Provider.

Works:

Any works that may impact on the fabric of the building must be authorised by the Provider regardless of the funding source.

Student / Athlete management:

No student is allowed into the practical rooms with equipment, without a teacher or qualified member of Customer staff being present.

Reporting building defects:

Representatives of the JSA Maintenance Section will routinely inspect the property as ongoing monitoring of their estate. However, it is the Customer's responsibility to report any discovered faults with the property or equipment to the Provider as soon as reasonably practicable.

Failure to do so could threaten persons or property, examples of such emergencies could be fire, burst water pipes or if the nature of the fault falls into the Provider's specified responsibility.

General housekeeping:

Customer staff using shared rooms are to check the condition of returned equipment before the start of each booked session and inform the Provider's centre staff immediately of any missing / damaged items.

The Customer must adhere to safety signage and any floor markings provided.

No food or drink are permitted in any of the Recovery Zone, Gymnasium or studio areas. Bottled water is acceptable.

All staff teaching / coaching in the facilities must leave areas as found. If the area is unfit for purpose, the Customer's staff should immediately report this to the Provider. Staff leaving teaching and departmental areas must ensure that all lights and equipment have been switched off.

Any damage to property must be reported to a member of Provider's staff and a report completed.

Equipment repairs and maintenance:

The Provider will ensure that all its equipment is safe, repaired and maintained to a "good" condition (see Appendix 4).

Financial arrangements:

Use of these facilities by Sporting groups will be subject to a charge which will be determined in the SLA's between each group and reviewed annually by EDTSC. Use of these facilities for schools is at no charge in accordance with the conditions specified in each of the individual SLA's signed with each school.

6. Service Provider Responsibilities in Support of this Agreement Include:

Accessibility and staffing:

The Provider will staff the facility in accordance to the conditions set out in the SLA's signed with each school and sporting entity. The Provider will manage the bookings for the facilities in accordance to the details set out in each of the SLA's signed with each school and sporting entity.

Repairs and maintenance:

The Provider will be responsible for all internal and external repairs and maintenance. The Provider will give appropriate notification to the Customer for all scheduled maintenance.

The Provider will liaise with the Landlord to ensure the facility is available as required to fulfil the business / service provision whilst ensuring that Customers' responsibilities are adhered to, to ensure the facility is maintained in a "good" condition.

Lighting / services / utilities:

The Provider will be responsible for the payment of all outgoings and utility costs (including sewerage charges, oil, water, gas and electricity) relating to the demised premises.

Bookings and timetabling responsibility:

The Provider will block out the times agreed with the Customer, in accordance with the details specified in the individual SLA's signed with schools and sporting entities, and endeavor to ensure the sports sessions / lessons are maintained throughout the term time without interruption. However, there may be exceptional circumstances or essential repairs / maintenance or weather which may affect the Customers' programme.

The Provider will look to maximise usage from the demised premises and times not in use by the Customer will be given over to other community users.

Insurance:

The Provider will be responsible for implementing comprehensive buildings insurance in respect of the demised premises.

CCTV:

The use of CCTV is in existence by the Provider outside the facility for the purposes of security, public safety and good management (see Appendix 3).

Security:

This is the Provider's responsibility outside of curriculum hours. During curriculum hours general security will be a shared responsibility between the Provider and Customer.

Parking:

The Provider is responsible for and will manage all parking arrangements. All vehicles park at their own risk. The Provider or authorised agents reserve the right to issue fines should unauthorised vehicles be parked on site (see Appendix 2). Authorised vehicles must display a valid customer parking permit. Parking availability is allocated as follows:

Subject to be given adequate notice the Provider will endeavor to provide parking for customer events. This will be subject to availability at the time.

Equipment repairs and maintenance:

The Provider will ensure that all equipment is repaired and maintained to a “good” condition (see Appendix 4). As long as it has not been abused and only used in line with manufactures recommendations.

Grounds maintenance:

Will be the responsibility of the Provider to maintain grounds to a good standard. See site boundary map on page 4 of the Planning Obligation Agreement.

Cleaning:

Will be the responsibility of the Provider.

Lost property:

Any lost property found by the Provider will be returned to the Customer (Individual School office).

Provision of fire extinguishers:

The Provider will ensure that hand held fire extinguishers are provided within the facility in accordance with either Fire Officer’s recommendations or prevailing British Standards. The hand held fire extinguishers will be inspected annually for compliance but should they, if found to be either accidentally or maliciously emptied or damaged by the Customer, the responsibility for recharging or replacement shall be arranged and funded by the Customer.

Risk assessments:

Responsibility for the upkeep and risk assessment of shared rooms and common areas, such as the Lecture Theatre, hypoxic zones, laboratory, recovery zone and gymnasium will be carried out by the Provider.

Audits:

The Provider will undertake regular audits in regards to standards, cleanliness and safety. These will be shared with the Customer.

Meetings and general communications:

The Provider (Managing Director) will meet with the Customer (States of Jersey Department for Economic Development, Tourism, Sport and Culture and States of Jersey Department for Education) on an annual basis to discuss the SLA.

Financial arrangements:

The financial management of the Jersey Sports Academy, as a separate cost centre will be the responsibility of the Provider.

7. Key Contacts:

Service Provider:

Name and title: Ben Harvey (Managing Director, JSA)

Email: Tel: Mobile:

Customer Contacts:

Name and title: Mike King (Chief Officer, States of Jersey Department for Economic Development, Tourism, Sport and Culture)

Email: Tel: Mobile:

Name and title: Justin Donovan (Chief Officer, States of Jersey Department for Education)

Email: Tel: Mobile:

8. Signatures to Agreement:

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

Signed by Provider (Managing Director, JSA)

NAME: Ben Harvey

..... Date:

Signed by Customer (Chief Officer, States of Jersey Department for Economic Development, Tourism, Sport and Culture)

NAME: Mike King

..... Date:

Signed by Customer (Chief Officer, States of Jersey Department for Education)

NAME: Justin Donovan

..... Date: