

Service Level Agreement (SLA) is between Sustainable Energy & Air Quality (SEAQ) LCC (The customer) and Taxi Private Hire Licencing (TPHL) LCC (The Service Provider)

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1. Introduction

This Service Level Agreement is between Taxi Private Hire Licencing (TPHL) Leeds City Council and Sustainable Energy & Air Quality (SEAQ) Leeds City Council for the provision of free TPHP costs through the Free Licencing Grant (FLG) for eligible TPH vehicles throughout Leeds.

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

Service Provider: Taxi Private Hire Licencing (TPHL) Leeds City Council

Customer: Sustainable Energy & Air Quality (SEAQ) Leeds City Council

2. Purpose

The intent of this Corporate (Level 1) SLA is to ensure that proper understanding and commitment is in place for effectively offering, delivering and ensuring ongoing compliance with FLG Grant Agreements (GAs) for the duration of the GAs.

This SLA is not a legally binding contract between the parties. However continual service improvement underpins our service and we make best endeavours to ensure new and existing services match ever changing business requirements.

3. Agreement Period

This Agreement is valid from the effective date outlined herein and is valid for a period of three years, ending on 28th February 2025 or last end date of GA whichever is later.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders

The budget of £1.8m has been agreed and Finance will account for the 3 year plan in the accounts.

Eligible vehicles are expected to be identified by the Service Provider for funding from 1.2.2021-1.3.2022 for vehicles where annual TPHL renewal is expiring on or after 01.03.2021. Should the agreement begin later than 1.2.2021 the vehicles will be identified and offered the grant through year one of the agreement with the agreement ending three years later on 28.2.2025 or the last end date of GA whichever is later.

4. Service Description

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

The following Services are to be provided by the Service Provider within the context of this Agreement; (also see associated flow chart)

1. Identify eligible TPH licenced vehicles prior to annual renewal throughout year one of the scheme
2. Provide details of eligible vehicles and their owners throughout year one of the scheme, to the CAZ Support Team for GAs to be drafted
3. Retain and store all returned GAs within TPHL systems for future reference and compliance checks
4. Confirm to TPH owners the funds have been approved for FLG against their vehicle
5. Undertake routine compliance checks that the funded vehicles remain licenced with Leeds TPHL
6. Take appropriate enforcement or funding recovery action where the terms of the GA are breached.
7. 'Sense check' at end of 2021 of funded numbers, newly licenced vehicles in 2021 may have applied but been ineligible for TG combined, these would be picked up for FLG (if eligible) at renewal as exception cases however this may fall beyond 31st December 2021. TPHL to undertake full process 2-6 including issuing GA from January 2022 onwards until all eligible vehicle proprietors have been offered FLG.

5. Budget

Funding available as a finite budge of £1.8m transferred from JAQU to SEAQ under Clean Air Fund provision, this was subsequently approved to be retained and discharged as part of a fleet retention scheme (Free Licencing Grant, FLG) specifically for eligible Leeds Taxi & Private Hire Licenced (TPHL) vehicles.

The £1.8m fund is to be utilised by the Service Provider to offer FLG to eligible vehicles, subject to grant agreement terms and conditions, for a period of 3 years or a maximum value of £600 per eligible vehicle whichever is sooner. No further funding is available.

It is expected that the fund would support a maximum of 3000 eligible TPH vehicles however it is anticipated that in the region of 2700 will be eligible (circ. £1.6m). Therefore the remaining funds will be utilised by TPHL for the following costs, at their discretion, once all commitments under the grant agreements (GA) for eligible vehicles have been met;

- Exception cases e.g. vehicles damaged beyond economic repair (insurance write off)
- Sufficient staffing to support FLG administration and compliance
- Additional annual re-licencing costs such as retest following age compliance inspections

- New licence costs where a vehicle has been replaced following accident damage

Any changes that are required to the management of the service will be negotiated and agreed by both parties through the Review Process (see clause 6 below). The Service Provider will deliver a service which provides value for money for Leeds City Council TPHL eligible vehicles.

6. Review Process

This agreement is subject to review and change dependent on a number of factors e.g. funding arrangements and audit accountability required by JAQU.

This Agreement should be reviewed on a quarterly basis in year one and six monthly in years two and three to ensure appropriate service levels are being provided. Review meetings will be undertaken by a nominated person from SEAQ & TPHL.

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 nominated Officer from the Service Provider will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

The review meetings will be used to identify any opportunities, challenges and potential staffing issues such as vacancies and training needs. At the end of the review, both parties will agree a set of actions to be undertaken during the next period.

Performance information will be analysed and used to benchmark future performance and improve service delivery.

7. Resources

The Service Provider agrees to utilise sufficient appropriate resources such as competent staff and equipment to carry out the Agreement.

Resources for training and equipment will be provided within the budget.

The Customer responsibilities in support of this Agreement include provision of support from management or any member of the SEAQ team if required to enable a more effective level of service.

The Service Provider responsibilities requirements in support of this Agreement include meeting response times associated with any agreed KPI's and to ensure that all requirements set out within this SLA are delivered consistently and effectively.

The Service Provider to make available physical resources, e.g. office interview rooms, to enable the service provider's staff to work in offices.

The Service Provider to provide access to relevant IT systems subject to a data sharing and confidentiality agreement being signed by the relevant staff.

8. Management and Supervision of the Services

The Service Provider agrees to provide sufficient levels of supervision and management in accordance with the requirements of the service.

Staff working on the project should liaise with each other and aim to provide cover wherever possible for sickness or annual leave to minimize the impact of service delivery.

Staff will be based in a location to be determined by the Service Provider.

9. Reporting

The Service Provider will provide the following via a performance and management report to the Customer in line with the review periods detailed above:

- Number of eligible vehicle FLG offers made
- Number of FLG offers taken up
- Funding used from budget to date
- Number of funded vehicles in breach of GA (annually reported) & action taken
- Budget projection (annually reported) taking account of numbers forfeiting grant due to breach.

10. SLA variations, changes and additions

Any variations, changes and additions must be presented in writing via email to the nominated officer from either the Service Provider or Customer in the first instance.

Where necessary an additional review meeting will be implemented to discuss and agree any variations, changes or additions.

As required agreement will also be sought by the Customer from the relevant government department where the discharge of Clean Air Funds are involved.

Internal LCC Governance approvals and arrangements will also be followed.

11. Problem Resolution

The contact officers for both TPHL and SEAQ will work together to solve any problems, although the Service Provider are expected to take a proactive approach in dealing with issues including bringing forward solutions. In the unlikely event that it is not possible to resolve disputes in the manner above, the matter shall be referred to the respective service Chief Officers or their nominees.

12. Complaints

All parties will maintain notification of any complaints received from all sources regarding the service delivered by the Service Provider in regard to FLG in order to ensure that concerns are dealt with within established timescales.

13. Human Rights

Neither party shall permit or allow anything to be done which is incompatible with the rights contained within the European Convention on Human Rights.

14. Confidentiality

Each party shall treat all confidential information belonging to the other Party as confidential and safeguard it accordingly.

Each party shall not disclose any confidential information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Contract or except where disclosure is otherwise expressly permitted by the provisions of this Contract.

15. Information Governance

The use of data provided to TPHL by drivers and operators used in line with the administration, monitoring and compliance of TPH grants from Clean Air Funds will be covered under permissions and IG statements produced and issued by TPHL to the sector.

16. Freedom of Information Act

The Service Provider is subject to the requirements of the Freedom of Information Act and both parties shall assist and co-operate to comply with Information disclosure requirements relating to this agreement.

17. Scope of Agreement

Period of Agreement: 01.02.2021 (for vehicles where annual TPHL renewal is expiring on or after 01.03.2021) to 28.2.2025 or last end date of GA whichever is later.

Date of Commencement of Agreement: 1.02.2021

Fixed Budget for the three year period of £1.8m in total

I accept the Terms and Conditions of the above Agreement:

Leeds City Council TPHL (The Service Provider) Sign:

Print Name

Date:

Leeds City Council SEAQ (The customer) Sign:

Print Name

Date: