

Provider Xxx xxx

UK Register learning provider number (UKPRN): insert here

BDS Training Ltd 10028719

Pathways into Learning CiC 10062189

Preston Vocational Centre Ltd 10033688

West Lancashire Training and Learning Centre CiC 10048545

Fixit Ltd 10062710

CAST NW Ltd 10061538

Fir Tree Fisheries CiC

Service Level Agreement (SLA)

2018-2019

1. USING THIS TEMPLATE

This document is a template for a Service Level Agreement (SLA). It has been designed so that each Lancashire County Council (LCC) user in this case **The Acorns School** can modify it to meet the specific needs of the project to be commissioned.

Acronyms

The following acronyms are used:

CYP:	Children and Young People
YP:	Young person
LCC:	Lancashire County Council
SLA:	Service Level Agreement
SEN:	Special Educational Needs
IEP:	Individual Education Plan
DBS:	Disclosure and Barring Service
UPN:	Unique Pupil Number

2. EXECUTIVE SUMMARY

Services provided

This Service Level Agreement describes **xxx xxx** commitment to provide the following services:

Skills Training

Accreditation/ Qualifications

The Agreement does not cover:

Transport to and from base at start/end of day

Hours of coverage

The procedures in this Agreement are followed from xx to xx Monday to Friday (except on school holidays) on the dates agreed. The dates or days of attendance will be agreed on referral.

Measurement and reporting

Xxx xxx will provide The Acorns School with the following reports in the (weekly, monthly, termly, quarterly, semi-annually, annually): information indicated in the table.

Punctuality	Personal Progress	Skills Progress	Accreditation Progress	Attendance
Weekly	Weekly	Half-termly as Requested DHT	Half-termly as requested by DHT	Daily See section 6 Party Responsibilities

The SLA manager from LCC (or his/her representative) will visit the premises of the Service Provider from time to time as part of the Quality Assurance process. Where dedicated time will be needed for the LCC SLA Manager to talk to the Service Provider SLA Manager (or his/her representative) the visit will be arranged in advance with the Service Provider. **Where no such (dedicated time) meeting is deemed necessary, the visit may be unannounced.**

Financial impact/Costs/Charges

The Acorns School agrees to pay Xxx xxx for services to be transferred on receipt of invoice

- A programme for 'X' CYP in which places are bought and where substitution is possible
Or (delete as appropriate)
- A price per CYP per hour/ day

Service Contractor details:

LCC SLA Manager
Mrs Jane Eccleston Headteacher The Acorns School Ruff Lane Ormskirk L39 4QX 01695 575486 admin@westlancspcss.lancs.sch.uk

Service Provider details:

SP SLA Manager
Xxx xxx details here

3. GENERAL OVERVIEW

This Service Level Agreement (SLA) between Xxx xxx (hereafter referred to as Service Provider) and The Acorns School (hereafter referred to as Customer) establishes a commitment for vocational training and Accreditation as detailed in this Agreement. This document clarifies both parties' responsibilities and procedures to ensure Customer needs are met in a timely manner.

Named Contact persons

Service Provider Contact
Xxx xxx details not necessarily the manager

Customer Contact
Mrs Carol Rooney Senior Keyworker and Miss Helen Cutts Pastoral Lead c.rooney@westlancspcss.lancs.sch.uk h.cutts@westlancspcss.lancs.sch.uk

4. TERMS AND CONDITIONS

Agreement period

This Agreement is valid from the effective date below and remains in effect for a period of one school year
Effective date: as signed.

Agreement review

A representative of either party may submit a written request for a review of the Agreement at any time. The Agreement will be reviewed annually. These reviews will involve appropriate staff from both parties to the agreement.

In the absence of the completion of a review, the current Agreement will remain in effect.

The Service Provider will incorporate revisions into the Agreement if both parties mutually agree to the proposed changes.

The review will monitor the performance of the agreement and the performance of the two parties to the agreement.

In the event of non-compliance with the terms of this SLA by the Service Provider the Customer will **withdraw the CYP from the programme**. The Customer will not act unreasonably in this regard and will seek to enable the Service Provider to fulfil its contract.

Dates of service provision

The Service Provider will provide agreed places for CYP. The CYP will attend from start time to finish time on the agreed dates. Dates/ Days of week will be agreed as per section 2 above. The Service Provider must be notified of any dates when the CYP will not be attending (for example school examination dates)

Incident management service goals

The Service Provider's staff member will respond by telephone to the Customer's reported incident (submitted by telephone or an e-mail message) within:

One hour (during coverage hours) for issues classified as urgent.

Four hours (during coverage hours) for issues classified as normal priority. Response times listed are in business hours.

The Customer's staff member will respond by telephone to the Service Provider's reported incident (submitted by telephone or an e-mail message) within:

One hour (during coverage hours) for issues classified as urgent.

Four hours (during coverage hours) for issues classified as normal priority.

See *Customer responsibilities* for requirements on how the Customer and Service Provider will submit issues. A resolution may not be available at the time that contact is made, in which case the respondent will attempt to estimate the "time to resolution".

The Customer and appropriate Service Provider staff will mutually determine an issue's priority classification.

APPENDIX A: SAMPLE CUSTOMER AND SERVICE PROVIDER INCIDENTS *are documented*

5. SUPPORTED SERVICES AND CHARGES

Services provided

The Service Provider agrees to provide: **Skill Training, Accreditation (Section 96) Accreditation (other)**

The Service Provider does not provide: **Transport**

6. PARTY RESPONSIBILITIES

Customer responsibilities

Customer agrees to:

- Detail the priority learning needs of individual CYP
- Select CYP carefully for the programme contracted
- Ensure parents are fully informed and consent obtained about the programme contracted including its:
 - Location
 - Content
 - Duration
 - Timings

- Service Provider contact details (names and numbers)
- Levels of supervision at break times.
- Provide to the Service Provider detailed records of the CYP which will include:
 - Current levels of attainment in Literacy/Numeracy
 - Priority learning needs
 - Priority personal development needs
 - Particular issues related to behaviour
 - Social circumstances
 - Access arrangements
 - Parental partnership agreements/ arrangements
 - Medical conditions that could affect the CYP whilst with the Service Provider
 - Details of any SEND
 - Eligibility for Free School Meals (FSM) and the arrangements for obtaining FSM while the CYP is on the programme
 - External factors that occur during the course of the programme that might have an impact on the CYP
 - Notification to the Service Provider SLA Manager of any significant change or circumstances involving the CYP or details likely to affect programme delivery
- Support the Service Providers with concerns, and take responsibility for following up non-attendees after notification of absence, and provide support if other problems occur.
- In partnership with the Service Provider, assist in providing a clear post-16 progression route in education, training or employment.
- Attend open days/evenings held by the providers
- Pay all charges associated with services rendered on receipt of invoice within 30 days
- Provide a contact point that can respond within 4 hours
- Be willing and available to provide critical information within 30 minutes of receiving an urgent request for information from the Service Provider seeking to resolve a CYP issue.

Service Provider responsibilities

General responsibilities:

- Provide the Customer with the Service Provider's
 - **Risk assessment of the programme, taking into account the age and experience of the CYP**
 - **Child protection/ safeguarding policy – see addendum**
 - **Evidence of staff DBS checks (NB: full disclosure is required of the details of the checks)**
 - **Health & Safety policy**
 - **Accident / Injury procedure (If not part of H&S policy)**
 - **Insurance and liability arrangements, including renewal dates**
 - **Course Content, including generic induction programme for new CYP**
 - **Equal Opportunities policy or equivalent**

- **Advice on any inoculations needed**
 - **Additional provision available to the CYP such as counselling services, careers advice or other appropriate support.**
 - **Clothing/equipment requirements for the CYP that will not be provided by the Service Provider**
 - **Arrangements for lunch time. Regulations with regard to whether the CYP must stay on site during breaks and supervision – see addendum**
 - **Arrangements if CYP is 'excluded' for a fixed term period – see addendum**
 - **Arrangements (or lack of them) for support with taking medication**
- Meet response times associated with the priority assigned to CYP issues
 - Maintain appropriately trained staff
 - Inform all relevant staff of the particular needs of the CYP on the programme
 - Provide regular reports of the CYP progress against the agreed goals, using the customer's reporting models in line with the arrangements under [Appendix B Supported hardware and software](#) and [Appendix C Reporting Templates](#).
 - Notify the Customer promptly of inappropriate behaviour should it occur
 - Liaise with parents/guardians during the course of the programme and notify the Customer of such liaison
 - Log and track all Customer requests for service
 - Communicate in writing (e-mail) with Customer regarding issues involving change management
 - Complete the reports to the Customer as set out in Measurement and Reporting section above
 - Notify the Customer if the CYP has not arrived within 30 minutes of the time of registration. **Note the times need to be pragmatic and fit for purpose. If there is only an hourly bus service to a location then 30-minute timing is pointless**
 - Advise the Customer of any proposed changes to the provision for the CYP including:
 - Changes to the range of other groups the CYP will be taught alongside/will be in contact with
 - Change of venue
 - Programme changes
 - Key personnel changes
 - Reach agreement with the Customer about the proposed changes

Customer requests for service enhancement

Service Provider will respond to requests for enhanced service received with appropriate advance notice within 5 days or sooner if it is apparent that the request can be accommodated easily.

Financial impact of service enhancement

The Service Provider will assess and negotiate Customer Service enhancement requests, taking into consideration the enhancement's impact on existing budget and staff resources. If delivery of service enhancements can only be provided with funding from the Customer, the Service Provider will provide the Customer with a cost estimate in writing. The

Customer will then have the opportunity to determine whether to proceed with enhancement.

Where legislative or regulatory changes enacted during the life of the agreement occur the Service Provider will identify legitimate additional costs arising directly from the said changes and will notify the Customer of these costs. The Customer will pay any such legitimate additional costs.

7. CYP INCIDENTS

In the first instance the customer contact will be informed of the nature of the incident and proposed action in line with service provider code of conduct.

APPENDIX A: SAMPLE CUSTOMER AND SERVICE PROVIDER INCIDENTS.

8. DISPUTE RESOLUTION

- (i) The parties shall attempt in good faith to negotiate an informal settlement of any dispute between them arising out of or in connection with these Conditions;
- (ii) If either party is not able to resolve the dispute in informal discussion with the other party then it may at its option give notice to the other party in writing of its intention to invoke the dispute procedure set out in clauses 3 to 5 below;
- (iii) Within 10 Working Days of receipt of the said notice or any other period agreed between the parties LCC's nominated representative and the Contractor's account manager shall meet together to attempt to resolve the said dispute;
- (iv) In the event that the individuals referred to in clause 3 above fail to resolve the said dispute LCC's nominated representative and the Contractor's managing director shall meet within 10 Working days of the meeting referred to in clause 3 in a further attempt to resolve the dispute.
- (v) In the event that the individuals referred to in clause 4 above fail to resolve the dispute then it may at the request of either party be determined by a single arbitrator to be nominated by the President of the Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force. The costs of the arbitration shall be shared equally between the parties and with each party being responsible for its own costs. Any arbitration shall take place in Lancashire and shall be conducted in the English language.
- (vi) Both parties agree to continue in good faith with the performance of these Conditions during any dispute process.

9. CONFIDENTIALITY

- (i) The Contractor shall keep secret and not disclose and shall procure that its employees agents and sub-contractors keep secret and do not disclose any information of a confidential or proprietary nature (including but not limited to commercial financial data know-how processes and trade secrets) obtained by it by reason of these Conditions except information which is in the public domain otherwise than by reason of a breach of this clause or which it is required to disclose by law.
- (ii) Except with the written consent of LCC (not to be unreasonably withheld or delayed) the Contractor shall not make any announcement or publicise the terms or existence of these Conditions.
- (iii) The Contractor shall, if requested by LCC execute such confidentiality agreements as LCC may reasonably require.
- (iv) LCC shall be entitled to publicise these Conditions in all respects.

10. Addendum

Safeguarding Policies at The Acorns School and Keeping Children Safe in Education.

1. Please be fully aware of the DFE 'Keeping Children Safe in Education 2016' document. The Acorns School full safeguarding policy and behaviour policy is on our website. We advise that you have full knowledge of these documents. The school also has an Online Safety Champion and can advise on safe Internet and social media use. The school also has an external provider protocol relating to absconding, threatening behaviour and abuse available on the website:

<https://theacornsschool.co.uk/school-info/external-providers/>

The Acorns School has always included its partner agencies in any safeguarding briefings and training. Please contact school for information regarding next available CPD sessions. If you have any questions regarding safeguarding matters policies or procedures or concerned about a child, the schools Designated Leads are, Jan Lewis and Carol Rooney. You may also contact the headteacher Jane Eccleston or the Senior Pastoral Lead Helen Cutts.

2. You will appreciate the need to telephone or email The Acorns School by 10am each morning, at present this is embedded within the SLA which is renewed each year. However, as it is a requirement that we know the whereabouts of each and every student of The Acorns School by 10am I am asking you to read and sign so that our legal obligations are clearly stated.

3. If any YP is to have unsupervised lunch or break at any time please ensure that parental permission is sourced.

Exclusions from vocational providers of education (Service Providers)

The Acorns School prefers not to exclude CYP from any educational provision or placement whilst on roll. This is because many have experienced periods of exclusion and isolation from education prior to attending. However, the school understands that it may be necessary for a Service

Provider to request that any CYP does not attend for a specific or fixed term period relating to inappropriate behaviour or for other reasons. In the first instance, please contact school to discuss this. If it is agreed that a CYP does not attend, then The Acorns School will not pay the agreed daily rate for those days that CYP does not attend provision. This is because the agreed service provision will not be in place and alternative provision will need to be sourced for that fixed term period, which will incur a cost to the school.

For information: Headteachers only have the power to exclude. The decision to exclude a pupil must be lawful, reasonable and fair. Schools have a statutory duty not to discriminate against pupils on the basis of protected characteristics, such as disability or race. Schools should give particular consideration to the fair treatment of pupils from groups who are vulnerable to exclusion. Please refer to exclusion guidance by using the link below.

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/641418/20170831_Exclusion_Stat_guidance_Web_version.pdf

**By signing below, all parties agree to the terms and conditions described in this Agreement.
SIGNATURES OF APPROVAL and AGREEMENT**

Name	Title	Signature	Date
Xxx xxx	Xxx xxx		

The Acorns School

Name	Title	Signature	Date
Jane Eccleston	Headteacher	Signed by on behalf of the headteacher (your signature)	

APPENDIX A: SAMPLE CUSTOMER AND SERVICE PROVIDER INCIDENTS

For guidance and information these are specific examples of user issues and describe how they will be addressed. For example

A young person (YP) refuses to follow a request from a member of staff and becomes verbally abusive.

Address by:

- Behaviour policy and protocols

A YP leaves the premises in an angry state and without permission.

Address by:

- The Service Provider informs the school immediately

- The school contacts parents/ carers and maintains contact with the service provider. If appropriate other authorities/ agencies will be contacted.
- If appropriate the Service Provider will contact parent/ carers then contacts the appropriate authorities and informs the school (written procedures will be provided by the Customer at the commencement of the placement)

(see external provider protocol relating to absconding, threatening behaviour and abuse available on the website)

Reports about a YP are not provided by the Service Provider on time/ to a satisfactory standard.

Address by:

- Sample good practice report to be provided prior to placement
- Pastoral lead/ senior keyworker to request report and reiterate deadlines
- If no report is forthcoming or report is of unsatisfactory standard review meeting to be arranged with Service Provider and the expectations are re-established.

No DBS checked staff are available.

Address by:

- Customer to decide not to allow CYP to attend provision
- Service Provider ensures that staff are subsequently DBS cleared

A YP complains of inappropriate behaviour by an adult.

Address by:

- The allegations should be referred to the DSL/Headteacher. The school will then follow the complaints or child protection procedures depending on the nature of allegation.

A YP reports of being bullied.

Address by:

- The responsibility for the YP's welfare ultimately lies with the HT.
- The HT or designated worker should carry out immediate enquiries (but not if a Child Protection issue is suspected). Procedures are written in the school Anti- bullying policy and this will be available to the Service Provider prior to the placement.

APPENDIX B: SUPPORTED HARDWARE AND SOFTWARE

The Acorns School operates a system for reporting by the Service Provider. The Service Provider will ensure that its own computer systems, including online security systems, are maintained to the standard laid down in Annex 1 which includes data protection requirements.

APPENDIX C: REPORTING TEMPLATES

The Acorns School operates a system for reporting by the Service Provider. The Service Provider will ensure that its own computer systems, including online security systems, are maintained to the standard laid down in Annex 1 which includes data protection requirements.

APPENDIX D: PROGRAMME CONTENT

This contains the actual programme to be provided by the Service Provider including details of work experience, details of academic content, personal development content and details of accredited courses being followed. Where CYP have an individual plan (for example, SEN Support Plan/ EHCP) this content should reflect the objectives in that plan or at least those objectives that the Service Provider is able to address.

APPENDIX E: RESOURCES

The Service Provider must demonstrate to the satisfaction of the Customer that they have sufficient appropriate resources to meet the needs of the CYP in the programme being provided. See Annex 3 for Resource Template.

APPENDIX F: COSTS

This contains additional details of the cost structure.

APPENDIX G: SERVICE PROVIDER'S CHILD PROTECTION POLICY

This contains the policy of the service provider. A requirement of the SLA is that this must comply with The Acorns School requirements, which will have been published as part of the tender document. This will include any requirements for DBS checks.

DfE documents and Lancashire Safeguarding Children Procedures can be found at <http://www.lancshiresafeguarding.org.uk/resources/key-guidance-policy-documents.aspx>

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/550511/Keeping_children_safe_in_education.pdf

APPENDIX H: SERVICE PROVIDER'S HEALTH & SAFETY POLICY

The Contractor shall comply with the requirements of the Health and Safety at Work Act 1974 and its subordinate regulatory framework and of any other Acts pertaining to the health and safety of persons and will comply with all Health and Safety policies of LCC in force from time to time both generally and in regard to any premises the Contractor visits in order to deliver the Services. The Contractor shall specifically conduct all necessary tests and examinations to ensure that the Services are safe and without risk to the health or safety of any person.

APPENDIX I: VISITS BY THIRD PARTIES

Examples only:

Visits by third parties may be necessary. For example if Ofsted inspectors wish to examine the provision being made by the Service Provider on behalf of the Customer. Such visits will aim to be notified at least a day in advance.

OR

Both parties undertake to inform the other if either the Customer or the Service Provider is to be inspected.

APPENDIX J: COMPLIANCE WITH The Acorns School and LA POLICIES

Comply with local authority's centrally agreed drugs, bullying and disciplinary policies.

Comply with local authority trips and visits guidelines and ensure that all necessary documentation is completed.

All such relevant policy documentation will have been provided to the Service Provider prior to the SLA being signed.

APPENDIX K: CANCELLATIONS

Once notified of a cancellation the Service Provider will accept an alternative CYP from the Customer, subject to the programme being suitable for the needs of the CYP.

APPENDIX L: DETAILS OF COSTS

This section will indicate costs in terms of for example:

- A programme for 'X' CYP in which places are bought and where substitution is/is not possible.
- A price per capita.
- A reference to a possible separate annex which elaborates the pricing structure.
- The costs of exam entry and the status of these costs if the CYP leaves the programme before the exam is due to be taken.
- Penalty clauses.
- Refunds.

ANNEX 1: LCC REPORTING PROTOCOLS

See Appendices B & C above.

ANNEX 2: DEFINITION OF TERMS

To be completed once specific terms agreed between Customer & Service Provider

ANNEX 3: RESOURCE TEMPLATE

To be completed once resources agreed between Customer & Service Provider

ANNEX 4: RESPONSIBILITIES THAT CANNOT BE DELEGATED

In placing pupils with external providers, local authorities and schools whilst pupils remain on roll, remain accountable for the quality of education and have core responsibilities in relation to these pupils that cannot be delegated. These include, amongst others, responsibilities for health and safety, duties towards disabled pupils under the Equality Act 2010, duties under the Race Relations (Amendment Act) 2000, and duties in relation to children with statements of SEN and children in public care. In addition, the local authority has an ongoing duty of care towards all pupils within its area and remit.

ANNEX 5: CHECKLIST OF INFORMATION TO BE INCLUDED IN AN INITIAL REFERRAL FORM

Personal Details

- Young person's name (including preferred term of address)
- Date of birth
- Gender and ethnicity (using standard ethnicity codes)
- School year
- Contact address, telephone number(s) and email address(es)
- Emergency telephone number(s)
- Name of parent or carer
- Any local identifying number (for example Education UPN number)
- If the young person has a Statement of Special Educational Needs, or has identified special needs
- **Status:** Whether the young person has protected characteristics or falls into a vulnerable group (for example children in care, children unable to attend school because of medical needs, gypsy/traveller children, children of asylum seekers, young carers, school refusers, teenage parents and young offenders).

GUIDANCE NOTE A: GOOD PRACTICE IN ESTABLISHING SLAs

Commissioning others to carry out tasks allows the LA, as the Customer, to concentrate on its core competencies and allows its managers to be focused on core functions.

Using an external Service Provider is not principally about cost saving, it should be about delivering a better service.

The LA is responsible for ensuring high quality provision for young people. One way to achieve this is through the commissioning of services. The focus should be on this core task of ensuring high quality provision, not on operational details that can occupy managers.

Principles

- Commissioning transfers work **and** decision-making.
- The Service Provider takes on the responsibility for much decision-making and is held accountable for the outcomes in terms of achieving the agreed project objectives.
- New providers must have core skills.
- Partnership relationships are not instant; they need to be built.
- Information flow is critical and IT solutions need to be in place from the outset.
- Staff will require relationship skills and negotiating skills. There are likely to be professional development implications here.
- Ideally, as the Customer, the LA should take the lead in determining the content of the SLA. (This is by no means always the case currently.)

Initial Effort

Time spent in the initial negotiation of contracts will be reflected in the effectiveness of the service provided and in reducing time to be spent wrangling later over different interpretations of contracts once the service is being delivered.

(This is an area where it is easy to get it wrong. If the LA is driven by today's priorities it will be more likely to be seduced into short cuts at the outset because there is no immediate pay off.)

Essentials

- Clarify the roles of the Customer and the Service Provider and ensure everyone in both organisations understands these distinct roles.
- Drive the process by:
 - Knowing what constitutes best practice in service delivery
 - Being clear and specific about the LA's desired outcomes for the students
 - Producing a written brief for Service Providers
 - Inviting submissions from providers to meet the brief
 - Short listing/ selecting providers.

Monitoring

The LA as the Customer must monitor to ensure that what has been agreed is actually being provided. This should not be a hostile process.

The intention is to build a long-term relationship with the Service Provider and therefore the monitoring as well as being about contract compliance is also about building service quality.

Among the implications for the LA staff who will carry out this role is that they should have:

- Benchmarking data. (This will now automatically include accreditation.)
- A regularly updated knowledge of sector best-practice.
- Rapid ongoing information/data about the students and the ability and capacity to analyse this.

Contracting Guidelines

- Check the Service Provider's past record and evidence of expertise and success.
- Ascertain the Service Provider's financial stability.
- Clarify any indemnities.
- Ensure the SLA includes a dispute resolution process
- Set realistic goals.
- Seek incremental improvement.

GUIDANCE NOTE B: THE ROLE OF THE SLA MANAGER

The SLA manager should be:

- Committed to the notion of developing partnerships and the positive contribution of the SLA in achieving that.
- Able to articulate the advantages of an SLA and in particular its capacity to create a win-win relationship.
- Helpful to others in understanding the purpose of the SLA, its implications, its contents, and how it is established.
- Aware of the importance of maintaining an information flow about the progress and status of the SLA.
- Skilled at managing conflict effectively.
- Effective in data analysis and able to act on the implications.
- Aware of the misgivings and concerns of others about change and able to build their skills and confidence.
- Fully aware of the needs of the CYP who will be most affected by the SLA.
- Aware of and committed to the core principles of public service within LCC.
- Conversant with the core work of the Service Provider and what constitutes good practice in this field.
- An effective communicator.
- An effective negotiator.
- Financially astute.
- Supported by LCC and given the time and facilities to establish and manage the SLA.
- The point of contact for problems or concerns related to the SLA itself and the delivery of services described in the SLA.
- In regular contact with the Service Provider's SLA Manager.
- Leading and implementing modifications to service delivery and to the SLA itself.
- Responsible for ensuring QA is carried out and the results acted upon.
- Planning and coordinating service reviews.
- Aware of the potential of building a long term working relationship and the use of a continuous improvement process to facilitate this.

From the perspective of the Customer (LCC)

Where SLAs fail or do not achieve their full potential one or more of the following is usually a factor:

Insufficient time is spent at the outset by both parties mutually articulating what the Customer wants and what the Service Provider can provide. This process should not be rushed. If the Customer has urgent needs these can best be met through an 'Interim Services Agreement'.

The SLA is signed but is actually a standard document that (usually) the Service Provider gives to the Customer. An SLA has to be negotiated and has to be right for both parties.

The SLA comes to be regarded as an end product rather than as an early step in a mutually beneficial relationship. Relief at signing the SLA is followed by a period of little or no contact.

The SLA is established with a great deal of work but is not then actively managed and only when something goes wrong does the Customer's SLA manager become involved.

The language used in the SLA means different things to different parties. Ambiguity of terminology allows both parties to act in good faith but still can lead to conflict.

The SLA is used as a stick with which to beat the supplier rather than as a framework for developing excellent services for CYP.

The outcomes expected of the Service Provider are not robust or are unclear. The QA measures put in place to measure these outcomes are equally flawed.

Robust reporting arrangements are in place but the systems to facilitate these are not in place (for example, electronic reporting).

The Customer and the Service Provider use IT systems that do not talk to each other.

The Customer's senior managers do not factor in sufficient time for the SLA manager to maintain close involvement with the Service Provider. This can be because, if nothing appears to be going wrong, there seems no need for the investment of time. In practice 'nothing going wrong' should be regarded as a success criterion arising from the investment of time.

The Customer's senior managers deploy staff into the role of SLA manager principally because they are not needed elsewhere. This is a mistake!

The SLA manager prefers either the strategic OR the operational role and energy is expended accordingly. The role requires both to be effective.

The supplier has overstretched itself in promising what it cannot deliver. Exploring this issue at the negotiation stage is important. Early monitoring of delivery is also essential. The Customer can often retrieve the situation by reducing the short-term requirement while helping the Service Provider build its capacity to deliver fully (with cost adjustments!).

The SLA is not considered fully until close to the renewal/break date. As a consequence, SLAs that need major development go through unchanged by default