

Service Level Agreement

1. INTRODUCTION.

1.1 This Service Level Agreement referred to in this document as “the agreement” defines the agreed level of service to be provided to East Lindsey District Council (the client) by «Company» (the provider).

1.2 The agreement serves to ensure provision of testing of motor vehicles for the purpose of ascertaining their fitness for the purpose of licensing as hackney carriages or private hire vehicles in order that the client can discharge their duty in relation to the issue of hackney carriage and private hire vehicle licences.

1.3 The period of the agreement shall start on *insert date* and end on *insert date*. Either party shall give not less than six months written notice to the other party to terminate the agreement unless such shorter period is mutually agreed or if the client suspends the agreement.

1.4 The agreement shall be binding on both parties and no alteration or amendment shall be made without the agreement of both parties.

2. THE SERVICE.

The provider agrees to provide the following services:

2.1 Carry out the testing of motor vehicles to make sure that they meet the standards of fitness as applicable and set out in:

(a) the East Lindsey District Council Hackney Carriage and Private Hire Vehicle Compliance Testing document and

(b) the Vehicle Inspectorate MOT Inspection Manual

2.2 Be responsible following such tests for determining whether a vehicle is considered to be fit or unfit to be licensed (or to continue to be licensed) and advising the client accordingly.

2.3 Provide enough suitably qualified Inspectors to carry out the tests as detailed in 2.1 above.

2.4 Make arrangements for vehicle testing to be carried out during normal business hours.

2.5 Ensure that vehicle testing can be carried out within five working days of a test application being lodged by the client or hackney carriage / private hire proprietor (or applicant).

2.6 Provide a stock of plastic seat covers and use them to protect the vehicle seats against soiling when the vehicle is undergoing test procedures.

2.7 Ensure that where a vehicle is tested and found to be fit for licensing a test certificate in respect of the vehicle is issued immediately to the driver and also that a duplicate of the document is despatched to the client.

2.8 Where a test is carried out on a vehicle which is currently licensed by the Council as a hackney carriage or private hire vehicle and the vehicle fails to meet the standards set in the manuals mentioned at 2.1 above, the provider must inform the client immediately by fax / email or other method as agreed with the client, including the reasons for the failure. Following notification of such failure the provider must inform the client immediately when the said vehicle subsequently meets the required standard.

2.9 Be responsible for the maintenance of an adequate supply of test certificates / inspection sheets.

2.10 Notify the Council by 1 February each year of any proposed amendment to the scale of charges for vehicle testing and re-test to take effect on 1 April of that year. The provider shall also, when any such changes have been approved, display a list of fees in the testing station waiting room.

2.11 Ensure that the requirements of the East Lindsey District Council Hackney Carriage and Private Hire Vehicle Compliance Testing document are kept under constant review and advise the client in writing of any amendments the provider considers to be necessary.

3. MONITORING THE SERVICE

3.1 A yearly review will be undertaken by representatives from both the client and provider, to ensure that the agreed level of service is being maintained and to resolve any areas of concern that may arise.

4. FORMAL REVIEW OF SERVICE LEVEL AGREEMENT.

4.1 The effectiveness and capability of this agreement and the need for it to continue will be subject of a formal review by the signatories or their representatives commencing in December of each year following the signing of this agreement.

5. SUSPENSION / REVOCATION OF THE AGREEMENT

5.1 A suspension or revocation of the agreement may be considered if the provider fails to comply with requirements of the agreement without good reason, pending any investigation.

Signed:
Name:
Position:
Company: «Company»

Signed:
Regulatory Services
East Lindsey District Council
Date: