

## atwsolutions® Access to Work: Service Level Agreement (“SLA”)

This SLA serves as a formal agreement between CMF Recruitment Services Limited (trading as atwsolutions®) with company no: 09881560 whose registered office is at 20-22 Wenlock Road, London, N1 7GU (“we”, “our” and “us”) and the named signatory below (“you”) to ensure the delivery of high-quality, one-to-one employment support services to individuals with disabilities, promoting their inclusion and success in the workplace.

### 1. **SUPPORT SERVICES**

1.1. We are specialists in:

- (a) Maximising on Access to Work funding approvals for job support at application, renewal and change of circumstances;
- (b) Challenging unfavourable decisions and making successful reconsiderations to Access to Work;
- (c) Recruiting suitably screened and experienced employment support staff;
- (d) In work job coaching using training in systematic instruction (TSI) leading to positive outcomes;
- (e) Mentoring individuals and line managers;
- (f) Supporting you at workplace assessments;
- (g) Managing and monitoring the implementation of reasonable adjustments; and
- (h) Supplying an employment support worker driver

1.2. The dedicated employment support services (which may include some or all of the above) which we have agreed to provide you (“**Services**”) are as set out in our engagement letter to you (“**Engagement Letter**”). Please read this carefully and let us know if you have any questions.

1.3. We reserve the right to change some or all of the Services to be provided to you from time to time and if we need to do this we shall inform you as soon as reasonably practicable. For example, whilst we aim to provide continuity of service and relationships, we cannot guarantee that we will be able to provide the same support worker to you at all times.

1.4. The Services will be provided to you for the duration set out in the Engagement Letter, subject to your compliance with this SLA and each party’s right to end the provision of Services in accordance with clause 5.

1.5. We shall:

- (a) provide the Services to you with reasonable skill and care.
- (b) use reasonable endeavours to meet any timelines or performance dates we have set out in the Engagement Letter or as otherwise advised to you but any such dates shall be estimates only; and
- (c) comply with applicable data protection legislation and we set out how we use any personal data you give us in our privacy notice: <https://www.atwsolutions.co.uk/privacy-policy/>

### 2. **ACCESS TO WORK PAYMENTS**

2.1. As you are aware, the majority of our Services are wholly funded through the Department of Work and Pensions’ (“**DWP**”) Access to Work programme and subject to 2.2 below, we do not make a charge to you directly for the Services, subject to you complying with this clause 2.

2.2. On occasion, DWP requires that clients make a contribution to the cost of the Services we provide and if this is the case, you will be made of aware of this and the details of the contribution required will be set out in the Engagement Letter (“**Client Contribution**”). All Client Contributions are to be paid directly to us, shall be invoiced on a monthly basis and are due and payable within 14 days of the date of such invoice.

- 2.3. We shall submit on a monthly basis a claim form to both you and your employer and ask that you both sign this in order to confirm and approve the hours provided by your support worker as part of the Services delivered ("**Claim Form**").
- 2.4. In order to be able to carry on providing the atwsolutions® Access to Work partnership, we rely on clients and their employers approving all Claim Forms submitted by us in a timely manner.
- 2.5. **As part of this SLA, you agree to sign the Claim Form within 48 hours of receipt and that you will take all reasonable steps to ensure that your line manager at work does the same.** Without signed Claim Forms, we are unable to invoice DWP for the Services provided and this in turn has a significant, adverse effect on our cashflow.
- 2.6. If a Claim Form remains unsigned for more than 3 months, we reserve the right, at our option and sole discretion to:
- (a) invoice you directly for the outstanding amount we have been unable to invoice DWP for due to you and/or your line manager not signing the relevant Claim Forms and such sums shall be due within 14 days of the date of our invoice to you; and/or
  - (b) to suspend provision of the Services (including the provision of your support worker) with immediate effect on written notice to you, until the position has been rectified to our satisfaction.

### **3. OTHER CLIENT RESPONSIBILITIES**

- 3.1. You agree to:
- (a) keep us up to date at all times with any change in your personal circumstances or if your contact details have changed;
  - (b) co-operate with us in a timely manner with all matters relating to the Services and adhere to our reasonable instructions;
  - (c) provide us with such information as we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects; and
  - (d) comply with any additional obligations or requirements as set out in the Engagement Letter or as otherwise notified to you in writing by us.

### **4. LIABILITY**

- 4.1. We are not responsible to you for the following losses:
- (a) **Unexpected losses** i.e. it was not obvious that it would happen and nothing you said to us before we agreed to provide the Services to you meant we should have expected it (so, in the law, the loss was unforeseeable);
  - (b) **Caused by a delaying event outside our control.** We're not responsible for delays outside our control; and
  - (c) **Avoidable losses.** Something you could have avoided by taking reasonable action, including following our reasonable instructions to you with regards receipt of the Services.
- 4.2. Nothing in this SLA limits any liability which cannot legally be limited, including but not limited to liability for death or personal injury caused by negligence or fraud or fraudulent misrepresentation.
- 4.3. Subject to clause 4.2, for business losses suffered in connection with your trade, business, craft or profession, we shall:
- (a) not be liable to you for any indirect, special or consequential losses suffered; and
  - (b) our maximum liability to you shall be limited to the lesser of £10,000 or our fee for the provision of 3 months' worth of Services as charged to DWP (plus any Client Contribution if applicable).

### **5. ENDING THE PROVISION OF SERVICES**

- 5.1. Either we or you can end the provision of the Services and terminate this SLA by providing to the other not less than 30 days written notice for convenience.
- 5.2. We have the right to withdraw the provision of Services to you and terminate this SLA:
- (a) if you fail to comply with the terms of this SLA and such breach is not remedied within 14 days of us notifying you in writing;
  - (b) if any payment due to us from you is overdue for payment;

- (c) with immediate effect, if in our reasonable opinion your designated support worker is put in an unsafe position;
- (d) on 7 days' written notice to you if DWP funding has been sought without our knowledge and assistance and the amount granted by DWP is insufficient to cover our costs. In which case, we reserve the right to invoice you for the difference in our fees and the amount of funding actually provided by DWP and such invoice shall be due and payable by you within 14 days.

5.3. Upon termination, your obligations under clause 2 to assist us with recovering payment from DWP shall continue until all Claim Forms have been signed.

## **6. RESTRICTIONS**

6.1. In order to protect our legitimate business interests, you agree that you shall not (except with our prior written consent):

- (a) solicit or entice away (or attempt to do so) any support worker provided by us to you to assist you in your workplace (which may be within your own home) ("**Restricted Person**") from our employment or service; or
- (b) employ or engage or otherwise facilitate the employment or engagement of such Restricted Person.

6.2. You agree to be bound by the restrictions in clause 6.1 during the term of this SLA and for a period of 12 months after the provision of the Services has ended. This clause shall survive termination of this SLA.

6.3. The restrictions in clause 6.1 shall apply to you whether acting directly or indirectly on your own behalf or on behalf of, or jointly with any other third party.

## **7. RESOLVING DISPUTES**

7.1. The atwsolutions® team will do their best to resolve any problems you have with us or the provision of the Services. Please contact:

Telephone: 0203 858 8063

Email: hello@atwsolutions.co.uk

7.2. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

## **8. OTHER IMPORTANT TERMS**

8.1. We can transfer our contract with you, so that a different organisation is responsible for supplying the Services. We'll contact you to let you know if we plan to do this.

8.2. You can only transfer your contract with us to someone else if we agree to this.

8.3. Any and all intellectual property rights in or arising out of or in connection with the Services shall be owned by us.

8.4. Nobody else has any rights under this SLA. This SLA is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

8.5. If a court invalidates some of this SLA, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

8.6. Even if we delay in enforcing this SLA, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

8.7. Written notices under this SLA can be sent my email to the email address set out in the Engagement Letter for you and for us, by emailing hello@atwsolutions.co.uk

**By signing below, you agree to the terms and conditions outlined in this Service Level Agreement.**

**Signature:** \_\_\_\_\_

**Name:** [ INSERT CLIENT NAME ]

**Date:** \_\_\_\_\_