

# SERVICE LEVEL AGREEMENT (SLA)

Parties: \_\_\_\_\_

## 1. Definitions and Interpretation

In this Agreement, unless the context otherwise requires: 'Business Day' means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business; 'Service' means the services to be provided by the Service Provider as described in this Agreement; 'Service Provider' means the party providing the Service; 'Client' means the party receiving the Service; 'Agreement' means this Service Level Agreement including all schedules and appendices.

## 2. Scope of Services

The Service Provider agrees to provide the services detailed in Schedule 1 attached hereto. The services shall be performed with reasonable care and skill in accordance with good industry practice.

## 3. Service Levels and Performance Standards

The Service Provider shall meet the service levels and performance standards set out in Schedule 2. The Service Provider shall provide reports as specified to demonstrate compliance with service levels.

## 4. Responsibilities of the Client

The Client agrees to provide all necessary information, access, and cooperation to enable the Service Provider to perform the services. Failure to do so may affect the Service Provider's ability to meet service levels.

## 5. Fees and Payment Terms

The Client shall pay the fees as set out in Schedule 3. Invoices shall be issued monthly in arrears and are payable within 30 days of invoice date unless otherwise agreed in writing.

## 6. Term and Termination

This Agreement shall commence on the date it is executed by both parties and shall continue until terminated by either party giving not less than 90 days' written notice. Either party may terminate this Agreement immediately if the other party commits a material breach which is not remedied within 30 days of written notice.

## 7. Confidentiality

Each party shall keep confidential all information obtained from the other party and shall not disclose it to any third party except as required by law or as agreed in writing.

## 8. Data Protection

Each party shall comply with all applicable data protection legislation including the UK GDPR and the Data Protection Act 2018 in relation to personal data processed under this Agreement.

**9. Liability and Indemnity**

Neither party shall be liable to the other for any indirect or consequential loss. The maximum aggregate liability of the Service Provider shall not exceed the fees paid under this Agreement in the preceding 12 months. The Client shall indemnify the Service Provider against any claims arising from the Client's breach of this Agreement.

**10. Force Majeure**

Neither party shall be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, or government action.

**11. Dispute Resolution**

The parties shall attempt to resolve any dispute arising out of or in connection with this Agreement through good faith negotiations. If unresolved, disputes shall be referred to mediation before commencing any court proceedings.

**12. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

**SERVICE PROVIDER SIGNATURE**

**CLIENT SIGNATURE**

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

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

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