





**RESTAURANT**

**SERVICE LEVEL AGREEMENT**

**Version History**

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| **Version Number** | **Author** | **Version Date** | **Change Notes** |
| [VERSION NUMBER] | [AUTHOR NAME] | [VERSION DATE] | [DESCRIPTION OF CHANGES] |
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**Approval History**

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**Distribution List**

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**Table of Contents**

**1. GENERAL Page number**

1.1 Definitions and Interpretations Page number

1.2 Purpose and Objectives Page number

1.3 Effective Date and Duration Page number

1.4 Service List and Schedule Page number

1.5 Force Majeure Page number

1.6 Communications Page number

**2. TERMS AND PROVISIONS Page number**

2.1 General Obligations Page number

2.2 Billing and Payment Page number

2.3 Dispute Avoidance and Resolution Page number

2.4 Amendments Page number

2.5 Termination Page number

**3. SERVICE EXPECTATIONS Page number**

3.1 Performance Metrics Page number

3.2 Service Level Targets Page number

**4. FINANCES Page number**

4.1 Invoice Processing and Supplier Payment Page number

**5. INSURANCE Page number**

5.1 Indemnity Page number

5.2 Limitation to Liability Page number

5.3 Mitigation Page number

**5. CONTACT INFORMATION Page number**

1. **GENERAL**

This Restaurant Service Level Agreement is made between [INSERT RESTAURANT BUSINESS NAME] with address at [INSERT ADDRESS OF RESTAURANT BUSINESS] and [INSERT SERVICE PROVIDER COMPANY NAME] located at [INSERT ADDRESS OF SERVICE PROVIDER COMPANY] on this [INSERT NUMBER] day of [INSERT MONTH] [INSERT YEAR].

* 1. **Definitions and Interpretations**
* “**Agreement**” - Refers to this Agreement including all the conditions and schedules along with the attached applicable documents carried out by both parties to this Agreement
* “**SLA**” - Refers to Service Level Agreements
* “**Breach**” - means the violation of any obligation or duty to take reasonable action arising from the terms in a contract or under common law
* “**Commencement Date**” - means the date of execution of this agreement
* “**Restaurant**” - refers to the commercial establishment the services are being provided to in this Agreement.
* “**Conditions**” - refers to the terms and provisions of this agreement
* “**Costs”** - means costs incurred from staffing or resources.
* “**Force Majeure**” - Any act of God beyond any party’s control including but not limited to war, earthquake, strikes, etc.
* “**Intellectual Property**” - All intellectual property of any nature existing in the world along with its corresponding rights including works of authorship, designs, improvements, processes, computer software, research, database rights, trade or business names, patents, trademarks, rights, copyright, business reputation and all rights of protection of all intellectual property to the above mentioned or rights of the same impact.
* “**Law**” - refers to any applicable law which includes common law, legislation, bylaws, rules, regulations, notices, constitutions, instruments, rule of court, and any interpretation of law given by a court with competent jurisdiction.
* “**Loss**” - refers to any claim, liability, suit, cost, expenses, fees, or penalties.
* “**Schedules**” - refers to the schedules that form part of this Agreement
* “**Services**” - refers to the services provided for the Restaurant as interpreted by this Agreement
* “**Service Provider**” - refers to the company offering or providing the services as being stipulated in this Agreement
* “**Term”** - refers to a duration in time with respect to any service being provided for by this Agreement
* “**Termination Date**” - Date referenced upon the end of the services being provided for by this Agreement

[INSERT HERE OTHER DEFINITIONS THAT MAY BE MENTIONED IN OTHER PARTS OF THIS AGREEMENT]

* 1. **Purpose and Objectives**

This Restaurant Service Level Agreement (SLA) is aimed at establishing a clear picture or understanding of the basic services and any additional optional services provided by [INSERT SERVICE PROVIDER COMPANY NAME] for [INSERT RESTAURANT BUSINESS NAME]. This SLA ensures understanding how the mutually agreed services will be performed and the accompanying responsibilities and expectations of both parties.

This SLA shall:

* Clearly describe the services provided by [INSERT SERVICE PROVIDER COMPANY NAME]
* Identify the responsibilities of both parties
* Identify the different service level objectives
* Identify targets in terms of performance of such services
* Document performance tracking and reporting to customers
* Document the process of dispute resolution

* 1. **Effective Date and Duration**

This SLA is effective upon [INSERT COMMENCEMENT DATE]. This agreement shall remain in full force for a maximum of [INSERT TIME PERIOD] until changed, replaced, or terminated by a signed mutual agreement of both entities. A new SLA shall be made and signed at the termination or end of this SLA in order for Service Provider to continue services.

* 1. **Service List and Schedule**

|  |  |  |  |
| --- | --- | --- | --- |
| **Service Name** | **Service Type** | **Description** | **Schedule** |
| [NAME OF SERVICE 1] | [SERVICE TYPE] | [DESCRIPTION OF SERVICE] | [ENTER TARGET SCHEDULE FOR THIS SERVICE] |
|  |  |  |  |
|  |  |  |  |

Effectively, the following items are not part of [INSERT SERVICE PROVIDER COMPANY NAME]’s services:

* [INSERT HERE LIST OF SERVICES NOT INCLUDED FOR THIS AGREEMENT]
  1. **Force Majeure**

In the event of Force Majeure, any party prevented from achieving its duties and obligations shall at once provide notice to the other party and exhaust all means possible to perform its responsibilities pursuant to this Agreement to the fullest possible means and with the intent to minimize any discontinuance of the service provided to [INSERT RESTAURANT BUSINESS NAME].

[INSERT SERVICE PROVIDER COMPANY NAME] shall be considered to be in violation of its duties under this Agreement if unable to deliver services or duties in the event of Force Majeure pursuant to the above stated clause.

If period of non-performance or non-operation is longer than [INSERT NUMBER] days, both parties to this Agreement shall convene as soon as practicable in no less than [INSERT NUMBER] days to discuss and to inform [INSERT RESTAURANT BUSINESS NAME] of the action plans made by [INSERT SERVICE PROVIDER COMPANY NAME] to lower costs and damages as a result of Force Majeure.

In the event where such non-performance happens longer than [INSERT NUMBER] months, [INSERT RESTAURANT BUSINESS NAME] or [INSERT SERVICE PROVIDER COMPANY NAME] may provide notice to end this Agreement.

* 1. **Communications**
     1. **Customer Communications**

Both parties to this Agreement agree to the following:

* Meet and exceed customer service expectations through the efficient handling of customers
* Follow and maintain existing standards for customer communications
* Develop systems and processes that provide for timely and accurate support communications and issue resolution
  + 1. **Non Customer Communications**

[INSERT RESTAURANT BUSINESS NAME] and [INSERT SERVICE PROVIDER COMPANY NAME] shall share the following information in a timely manner:

* Communication policies
* Communication Strategy
* Strategic Communication Objectives
* Communication Management
* Communication needs identification

1. **TERMS AND PROVISIONS**
   1. **General Obligations**

Both parties agree to do the following duties pursuant to this Agreement:

[INSERT HERE DUTIES AND RESPONSIBILITIES OF RESTAURANT BUSINESS]

|  |  |
| --- | --- |
| **Duties** | **Description** |
| 1. [DUTY NAME] | [DESCRIPTION OF DUTY] |
|  |  |
|  |  |
|  |  |
|  |  |

[INSERT HERE DUTIES AND RESPONSIBILITIES OF SERVICE PROVIDER COMPANY]

|  |  |
| --- | --- |
| **Duties** | **Description** |
| 1. [DUTY NAME] | [DESCRIPTION OF DUTY] |
|  |  |
|  |  |
|  |  |
|  |  |

* 1. **Billing and Payment**

In consideration of the provision of [NAME OF SERVICE OR SERVICES] provided by [INSERT SERVICE PROVIDER COMPANY NAME] in compliance to the terms and conditions set by this Agreement, [INSERT RESTAURANT BUSINESS NAME] shall transfer payments in accordance to the billing and payment schedule below:

[INSERT HERE SCHEDULE FOR BILLING AND PAYMENT AND DESCRIPTION OF HOW EACH IS MADE. INCLUDE FREQUENCY FOR THE PAYMENTS AND WHAT SERVICES INCLUDE THAT PAYMENT]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Service Name** | **Service Description Items** | **Date Done** | **Frequency** | **Date Due** |
| [NAME OF SERVICE] | [DESCRIPTION OF SERVICE] | [SERVICE DATE] | [FREQUENCY OF SERVICE] | [PAYMENT DUE DATE] |
|  |  |  |  |  |
|  |  |  |  |  |

Service charges are billable and due [INSERT NUMBER] days from receipt of invoice.

* 1. **Dispute Avoidance and Resolution**

The parties to this Agreement agree that:

* Disputes shall be avoided and immediate resolution to issues occurring at the lowest level is appropriate without resorting to legal remedy.
* Any concerns shall be raised on regular review meeting where parties may discuss options without resorting to further action or legal remedy
* All issues raised in the regular review shall be well documented and shall include the agreed actions to resolve the issue
* Issues can only be considered as resolved once agreed actions have been made and satisfactory to both parties
* If no resolution can be sought through negotiation between two parties, advice shall be given by the General Manager of [INSERT RESTAURANT BUSINESS NAME] or the CEO being the final arbiter.
  1. **Amendments**

Any changes or modifications to any of the services defined in this Agreement shall be made in writing and the notification request sent to the other party prior to any change or modification to the Agreement.

Agreed upon changes shall take effect [INSERT NUMBER] days after agreement to such notification and shall be in effect until the expiration or termination of this Agreement.

* 1. **Termination**

This Agreement shall be in effect for the duration of the agreed upon period unless otherwise terminated through the consent of both parties to this Restaurant Service Level Agreement.

[INSERT RESTAURANT BUSINESS NAME] and [INSERT SERVICE PROVIDER COMPANY NAME] reserves the right to end or terminate this Agreement any time, provided notice is given to the other party at least [INSERT NUMBER] [INSERT WEEKS / MONTHS] prior to the termination date.

In the event of termination of this Restaurant Service Level Agreement, any and all equipment used for this Restaurant Service Agreement shall remain as property of [INSERT SERVICE PROVIDER COMPANY NAME]

1. **SERVICE EXPECTATIONS**
   1. **Performance Metrics**

[INSERT IN TABLE BELOW METRICS USED IN MEASURING SERVICE PERFORMANCE]

|  |  |  |
| --- | --- | --- |
| **Metric** | **Service Measure Application** | **Metric Description** |
| [NAME OF METRIC] | [DEPARTMENT OR AREA APPLICABLE AND LEVEL OF APPLICABLE SERVICE] | [DESCRIPTION OF THE METRIC] |
|  |  |  |
|  |  |  |

* 1. **Service Levels**

[INSERT SERVICE PROVIDER COMPANY NAME] shall provide the required services as specified in the table below and shall guarantee consistency in their compliance to accepted standards set by [INSERT RESTAURANT BUSINESS NAME].

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Metric** | **Service Category** | **Metric Description** | **Frequency of Reporting** | **Service Level Target** |
| [NAME OF METRIC] | [DEPARTMENT OR AREA APPLICABLE AND LEVEL OF APPLICABLE SERVICE] | [DESCRIPTION OF METRIC] | [WEEKLY / BI-MONTHLY / MONTHLY / QUARTERLY / YEARLY] | [TARGET NUMBER OF DAYS / WEEKS / MONTHS] |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

[INSERT SERVICE PROVIDER COMPANY NAME] shall record and maintain management reports relating to the service levels reached. Both parties shall name and appoint individuals responsible for such records and monitoring. Service levels shall likewise be maintained as per required standards set by [INSERT RESTAURANT BUSINESS NAME]. Any service level falling short of such expectations may be considered basis to a default service notice by [INSERT RESTAURANT BUSINESS NAME].

1. **FINANCES**

Both parties agree to comply with relevant accounting standards and corresponding reporting requirements. Parties also agree to monitor and to evaluate involved costs to this Restaurant Service Level Agreement for the purpose of improving performance.

Any and all budgets involved regarding this Restaurant Service Level Agreements shall be decided in a timely manner and shall allocate accordingly to match budget requirements.

Open lines of communication shall be maintained in order to support the payment process.

[INSERT SERVICE PROVIDER COMPANY NAME] shall develop timelines in order to standardize budgeting to meet requirements for service.

* 1. **Invoice Processing and Supplier Payment**

[FILL IN TABLE BELOW FOR SCHEDULE FOR INVOICE PROCESSING AND STEPS INVOLVED FOR SUPPLIER PAYMENT]

|  |  |  |  |
| --- | --- | --- | --- |
| **Activity** | **Service Level Target** | **Measure** | **Client Duties** |
| 1. Receipt of Invoice from [SERVICE PROVIDER] | [PERCENT] SERVICE LEVEL | [PERCENTAGE] ERROR REPORTED | [CORRESPONDING ACTIONS] [IE. APPROVAL FOR PURCHASE ORDERS] |
| 2. [ACTIVITY NAME 2] | [PERCENT] SERVICE LEVEL | [PERCENTAGE] ERROR REPORTED | [CORRESPONDING ACTIONS] |
| 3. [ACTIVITY NAME 3] | [PERCENT] SERVICE LEVEL | [PERCENTAGE] ERROR REPORTED | [CORRESPONDING ACTIONS] |
| 4. |  |  |  |
| 5. |  |  |  |

Payable amount by [INSERT RESTAURANT BUSINESS NAME] shall be paid through [INSERT SPECIFIC METHOD OF PAYMENT] of invoicing party or as such may specify method of payment indicated in the invoice.

[INSERT SERVICE PROVIDER COMPANY NAME] shall indicate in invoice the payable amount to be exclusive of any eligible tax and shall be interpreted as a reference amount plus such additional taxes.

1. **INSURANCE**

The parties to this Restaurant Service Level Agreement agree to have sufficient insurances in place in order for all parties to be protected from any and all losses which includes third party body injury and property damage.

* 1. **Indemnity**

[INSERT SERVICE PROVIDER COMPANY NAME] indemnifies [INSERT RESTAURANT BUSINESS NAME], its employees, assigns, and representatives from and against any and all damages or liabilities that result from the following:

* Injuries and death to persons or damage or loss of property caused by the provision of services of the [INSERT SERVICE PROVIDER COMPANY NAME] due to negligence or omission, infringement to any third party intellectual property rights in relevance to providing the services stipulated in this Agreement.
* Any liabilities arising from claims in relation to the services stipulated by this Agreement

* 1. **Limitation to Liability**

No part of this Agreement shall limit the liability of any party to fraud or wilful misconduct and death or injury brought about by violation of duty or responsibility.

* 1. **Mitigation**

There is no part of this Agreement that prohibits or removes the right of any party of common law duty to mitigate losses or damages incurred by this Agreement.

In witness hereof, undersigned parties execute this Restaurant Service Level Agreement on this [INSERT NUMBER] day of [INSERT MONTH] [INSERT YEAR].

[INSERT NAME AND SIGNATURE OF RESTAURANT BUSINESS REPRESENTATIVE]

[INSERT POSITION OF REPRESENTATIVE IN THE RESTAURANT BUSINESS]

[INSERT RESTAURANT BUSINESS NAME]

[INSERT DATE SIGNED]

[INSERT NAME AND SIGNATURE OF SERVICE PROVIDER COMPANY REPRESENTATIVE]

[INSERT POSITION OF REPRESENTATIVE IN THE SERVICE PROVIDER COMPANY]

[INSERT SERVICE PROVIDER COMPANY NAME]

[INSERT DATE SIGNED]

1. **CONTACT INFORMATION**

[INSERT RESTAURANT BUSINESS NAME] Contact Information

|  |  |  |
| --- | --- | --- |
| **Area / Department** | **Contact Person** | **Contact Number** |
| 1. Human Resources | [NAME OF CONTACT] | [CONTACT NUMBER] |
| 2. Training |  |  |
| 3. Recruitment |  |  |
| 4.Accounting |  |  |
| 5. Invoice Processing |  |  |
| 6. Accounts Payable |  |  |
| 7. Corporate Communications |  |  |
| 8. General Manager |  |  |
| 9. |  |  |
| 10. |  |  |

Service Provider Contact Information

|  |  |  |
| --- | --- | --- |
| **Area / Department** | **Contact Person** | **Contact Number** |
| 1. Service Centre | [NAME OF CONTACT] | [CONTACT NUMBER] |
| 2. Customer Relations |  |  |
| 3. Sales |  |  |
| 4. Support |  |  |
| 5. Accounting |  |  |