SLAs & commercial terms

Nuovo Stadio Milano | Levy Italia

Internal bid working document. Client requirements, indicative dates and proposed internal actions retain their stated status. Named owners, resources and final solutions require confirmation.

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WHAT DELIVERY COMMITS US TO.

02 / SERVICE OBLIGATIONS & COMMERCIAL CONDITIONS

DRAFT / REQUIREMENTS / OPEN INPUTS

Consultancy duties and operating obligations belong to different appointments. Read them separately; reconcile the draft terms, missing inputs and assumptions before pricing or committing.

Consultancy response & payment terms

06

DRAFT AGREEMENT

5 days

Review revised drawings, specifications and other design documents after receipt.

48 hours

Review / respond to authority requirements when requested.

5 business days

Notify unavoidable delay after discovery; excused period limited to 30 days. No automatic fee uplift.

30 / 60 days

Invoice approval / dispute notice within 30 days; approved amount payable within 60 days of invoice + required deliverables.

75% / 25%

Annex 5 draft invoicing split: on work submission / approval. Indicative billing schedule to agree in month 1.

30 days

Final report / undelivered outputs + final invoice after completion or termination; document handover within 30 days of term end, with immediate-delivery termination provisions.

7 business days

Default cure period after notice; specific immediate-termination rights also apply.

24 months

Consultancy cost / billing records retained after final invoice. These are draft service obligations, not agreed amendments.

Draft Service Agreement

08

DRAFT / CLARIFY

Fee, risk & insurance

Fee / risk

Fixed consultancy fee, including scope-related duration increases; extra services require prior written agreement. Broad indemnities, no stated aggregate liability cap, exclusivity / IP / payment restrictions: approve specific redlines.

Delay penalties

EUR amounts are placeholders. One clause states a 10% fixed-fee cap; another does not. Additional-damages provisions remain.

Professional indemnity

At least EUR 5m per claim / annual aggregate; claims-made cover for at least 6 years after services.

General / auto liability

General: EUR 2m aggregate and products-completed operations; EUR 1m each occurrence and personal / advertising injury. Specified additional-insured cover: 10 years after completion. Auto: EUR 1m per occurrence.

Workers / notice

Statutory workers cover; employer liability mixes USD 1m accident / disease-policy and EUR 1m per employee disease limits: verify currencies. COI before services; cancellation notice at least 30 days.

Draft Agreement; Exhibits A / B / F

07

OPERATING ALTERNATIVES

Operating reporting & planning SLAs

Each event

Flash report within 2 hours after event; preliminary sales by 12:00 next day; finalise within 72 hours.

Month-end + 15 days

Sales, COGS, labour, expenses, commissions and any payment due; audited / reconciled monthly reporting.

Annual budget

Submit 90 days before each Agreement Year; agree the final approved budget within 30 days of its start.

Fiscal year + 90 days

Audited annual statement, by a client-approved independent CPA, at operator cost.

Equipment / energy

Annual equipment audit; inventory / replacement plan + energy plan 90 days before each calendar year. Replacement outlook: next 24 months.

3 years

Operating records retained after expiry / termination; client audit rights. Client may adjust reporting formats and certain timing.

Exhibit B §§03-05

09

OPERATING CONDITIONS + GAPS

Client controls & open inputs

Client approvals

Products, prices, locations, alcohol zones, brands / portions, staffing, uniforms, suppliers, subcontractors and marketing; sponsor exclusivities may constrain the offer.

Asset responsibilities

Client-approved bidder POS and operator equipment maintenance. Client procures / oversees IPTV menu boards, signage and coordinated carts. Operator programs menus; operator-bought equipment transfers to client at term end.

Operating economics

All group / volume savings pass to client; alcohol-free events give no financial adjustment. Operator handles permits, relevant taxes, Italian labour compliance and agreed / metered utilities.

Inputs to obtain

Exhibit G; binding Q&A / addenda; extension / time; current drawings; demand / hospitality inventory; CAPEX / utility / revenue definitions; revised interview / award dates and contractual term / validity.

Documents to resolve

Draft annexes, penalty amounts and template residues; eligibility form applicability (municipal header). Partner NDA / subconsultant approval before sharing or engagement. Main-bid NDA is executed; confidentiality survives as drafted.

Exhibits B / F; RFP; supplied source set

03 / Connect the teams and their contributions >