

SERVICE LEVEL AGREEMENT

between the Dursley Town Council and Cam Parish Council

and

(Successful Service Provider)

1. Parties to the Agreement

1.1 This Agreement is made on the _____ between Dursley Town Council and Cam Parish Council of: c/o Dursley Town Council, Jacob's House, Castle Street, Dursley, Glos GL11 4BS (known as the commissioners) AND **Successful Service Provider** (known as the provider)

2. Purpose of the Agreement

2.1 THE COMMISSIONERS wishes to make a funding allocation to the **Successful Service Provider** in order to:

- **Develop, manage and deliver demand-led youth provision** in the Cam and Dursley area
- **Co-facilitate and develop youth participation and representation** in the Cam and Dursley area, working within and complementing current frameworks

2.2 Any variations to this Agreement can be made in writing and must be duly authorised by the signatories of both parties.

3. Status of Agreement

3.1 In signing, THE COMMISSIONERS and **Successful Service Provider** are committing themselves to fully comply with the duties set out for them within this agreement.

4. Introduction (**Successful Service Provider**)

4.1

5. Status and Management of the Service Provider

5.1 In carrying out this agreement, **Successful Service Provider** is acting in its own right as an independent organisation, and not as agents of THE COMMISSIONERS.

5.2 Responsibility for the line management of **Successful Service Provider** is

6. Duration of the Agreement

6.1 THE COMMISSIONERS will fund **Successful Service Provider** from 1st September 2018 until 31st August 2021 unless a future agreement is deemed necessary and is negotiated.

7. Funding allocation

7.1 In consideration of the partial funding of the services shown above, THE COMMISSIONERS shall pay **Successful Service Provider** the sum of £XX per annum. The sum thus agreed (“the funding”) will be paid by way of quarterly payments in advance via cheque or BACS system.

7.2 The only adjustments that may be made to the amount given in 7.1 would be as a result of any agreements made between THE COMMISSIONERS and **Successful Service Provider** following any changes made because of an amendment to the specified service (set out in the attached Service Specification appendix) or changes to the funding available.

7.3 THE COMMISSIONERS funding shall be construed as being sufficient to fund those core services referred to in this agreement.

7.4 THE COMMISSIONERS may withdraw or reduce the funding at any time and for any reason and will follow the requirements of the Gloucestershire Compact which are mirrored in the procedures set out below (7.5-7.7) when making reductions of the allocated funding or withdrawal of the allocated funding.

7.5 THE COMMISSIONERS will give **Successful Service Provider** clear reasons for the withdrawal or reduction of the funding in writing.

7.6 Where the funding is reduced or withdrawn a minimum of six months written notice will be given by THE COMMISSIONERS to **Successful Service Provider**. Any costs incurred by **Successful Service Provider** as a result of the withdrawal or reduction of the payment are to be met from the final six-month payment. Typically, this would include the cost of reducing or winding up services, carrying out redundancies, meeting holiday entitlements of staff made redundant.

7.7 If **Successful Service Provider** should cease to operate or go into receivership or administration then subject to Charities and Insolvency Law and when other liabilities have been met, any outstanding balances from the funding is to be repaid. Any goods purchased with the funding should be returned to THE COMMISSIONERS.

7.8 All payments to be made under this agreement from THE COMMISSIONERS to **Successful Service Provider** are exclusive of VAT as the benefit is to a third party and not to THE COMMISSIONERS.

7.9 Where **Successful Service Provider** gains a surplus of income from grants, fundraising or other sources in any one year, THE COMMISSIONERS will not seek repayment of any part of the funding. **Successful Service Provider** will maintain a level of reserves appropriate to meet its financial responsibilities.

7.10 **Successful Service Provider** shall acknowledge THE COMMISSIONERS's financial support in any literature and publicity materials.

7.11 **Successful Service Provider** must not support a political party nor use the funding to pay for publicity, which is for or against any political party.

8. Circumstances Beyond the Parties' Control

8.1 Neither party shall be liable to the other for any failure to fulfil its obligations under this Agreement if such a failure is caused by circumstances which are beyond its reasonable control such as adverse weather conditions, natural disasters or civil disturbances.

8.2 THE COMMISSIONERS require that the service delivery specified in the service specification appendix is to be delivered by appropriately qualified staff, employed by **Successful Service Provider** and supplemented by volunteers managed by **Successful Service Provider**.

9. Financial Procedures

9.1 **Successful Service Provider** must keep and maintain proper financial and accounting systems and practices including:

- proper arrangements for paying taxes and National Insurance
- a bank account in the name of **Successful Service Provider**
- two people must sign all cheques with at least one signatory being a Trustee or Board member.

9.2 **Successful Service Provider** will be required to keep full written records and accounts detailing how the funding allocated by THE COMMISSIONERS is used and shall permit THE COMMISSIONERS access at all reasonable times to all accounting records and supporting information in respect of these records and accounts.

10. Nominated Representative

10.1 THE COMMISSIONERS and **Successful Service Provider** will nominate a representative/contact officer who will act as liaison in respect of this agreement. The first representatives are identified below.

10.2 For THE COMMISSIONERS: Town Clerk to Dursley Town Council c/o Dursley Town Council, Jacobs House, Castle Street, Dursley, Gloucestershire, GL11 4BS.

10.3 For **Successful Service Provider**:.....

10.4 To allow for continuity of service and good communications, **Successful Service Provider** shall notify the THE COMMISSIONERS of any change to personnel involved with delivering the service as soon as practically possible.

11. Quality and Review

11.1 Representatives of THE COMMISSIONERS and **Successful Service Provider** will meet prior to the end of each contractual year, to discuss and formally review this Agreement and the performance of **Successful Service Provider**. At this time, THE COMMISSIONERS and **Successful Service Provider** will come to agreement about any modification to the agreement that may be considered necessary. Changes to the agreement may be made by outside these timescales with the consent of both THE COMMISSIONERS and **Successful Service Provider**.

At least one additional meeting will be held during the course of the year, typically after 6 months, to facilitate performance review.

11.2 **Successful Service Provider** will provide a copy of its Annual Report to THE COMMISSIONERS and an invitation for THE COMMISSIONERS's contact officer to attend its Annual General Meeting or similar.

12. Inspection and Monitoring

12.1 **Successful Service Provider** will at all times co-operate with THE COMMISSIONERS's processes for the inspection and monitoring of performance and financial audits in whatever way is reasonably requested by THE COMMISSIONERS.

13. Dispute Resolution

13.1 If either party considers the other to be in breach of their duties under this Agreement or has a grievance about some aspect of the Agreement's operation, the parties shall make every effort to resolve the issue through joint discussions. Where this fails:

- the party wishing to make the complaint should provide the other with written details, including proposals for resolving it;
- a written response should be sent to the initiating party within 14 days;
- if the response does not resolve the issue, the initiating party may request in writing to the contact officer a meeting of the authorised signatories (or their successor);
- where possible the meeting should be held within 14 days of the contact officer receiving the request.
- where the meeting does not resolve the complaint, the issue should be considered by **Successful Service Provider's** Board of Trustees or similar, or the relevant COMMISSIONERS committee as a confidential item. Any submissions should be sent in advance to the other party and representation permitted.

13.2 If either party is dissatisfied with the outcome as notified to it in writing within seven days of the meeting, then THE COMMISSIONERS and/or **Successful Service Provider** may invoke the mediation procedure set out in the Gloucestershire Compact to resolve the dispute. Legal methods of resolution remain open to both parties.

14. Confidentiality

14.1 Records maintained by **Successful Service Provider** in respect of its employees/volunteers will not be revealed to THE COMMISSIONERS.

14.2 Information will be shared between **Successful Service Provider** and THE COMMISSIONERS only where it is necessary for the provision and monitoring of the Service, but only in so far as the provisions in 14.1 allow.

14.3 Both parties shall comply with the Data Protection Act 1998.

15. Assignment and Sub-Contracting

15.1 **Successful Service Provider** shall not assign or transfer the whole or any part of this Agreement or sub-contract any of the Service without the prior written consent of THE COMMISSIONERS which shall not be unreasonably withheld or delayed. **Successful Service Provider** shall be responsible for ensuring that any sub-contractor has adequate insurance, policies and procedures in place.

15.2 In the event that any assignment transfer or sub-contracting is permitted **Successful Service Provider** shall unless otherwise agreed with THE COMMISSIONERS remain fully liable for its obligation under this Agreement.

16. Insurance

16.1 Without limiting its liability under this Agreement **Successful Service Provider** shall effect and maintain with a reputable insurance company cover for such liabilities as may arise in the course of its work, which as a minimum will be:

- Employer's liability - £10,000,000.
- Public liability - £5,000,000 (in respect of any one claim)

16.2 **Successful Service Provider** shall produce such evidence as THE COMMISSIONERS may reasonably require to confirm that the insurance referred to above has been affected and is in force at all times.

17. Indemnity

17.1 **Successful Service Provider** shall indemnify THE COMMISSIONERS and keep it indemnified against liability for injury to or death of any persons or loss of or damage to any property, which may arise out of the act or default, or negligence of **Successful Service Provider** and its employees or agents or sub-contractors. This clause shall be without prejudice to any other rights of **Successful Service Provider**.

17.2 Use of buildings and property by **Successful Service Provider** to deliver youth services and activities will be according to protocols drawn up between the relevant parties.

18. Safeguarding

Successful Service Provider shall be responsible for day to day safeguarding; any issues of significance to be reported to THE COMMISSIONERS at monitoring meetings.

19. Equal Opportunities

19.1 **Successful Service Provider** shall at all times operate a policy of equal opportunity in both staff recruitment and delivery of its activities as required under the relevant equal opportunities and equalities legislation.

20. Environmental Policy

20.1 **Successful Service Provider** shall at all times operate an environmental policy that seeks to comply with all relevant environmental legislation and minimise negative and maximise positive impacts on the environment.

21. Health and Safety

21.1 Each party is responsible for the health and safety of their staff, volunteers, and beneficiaries in accordance with their health and safety policies and should have suitable risk assessment systems in place as required under the relevant health and safety legislation.

22. Termination of agreement

22.1 This agreement can be terminated by either party giving 6 months notice in writing.

22.2 If there is a breach of this agreement the parties will endeavor to resolve the matter swiftly and in writing. If the breach cannot be rectified, this agreement may be terminated by the injured party by giving 3 months notice in writing.

Signed for and on behalf of **Successful Service Provider**

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dated.....

Signed for and on behalf of Dursley Town Council

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dated.....

Signed for and on behalf of Cam Parish Council

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dated.....