



Service Level Agreement between

Penzance Town Council

and

2022 - 2024

SERVICE LEVEL AGREEMENT FOR GOLOWAN FESTIVAL 2022 - 2024

1. INTRODUCTION

- 1.1 Penzance Town Council (“the Council”) is commissioning a Contractor to deliver for the local community the core elements within the Golowan Festival which runs between the dates shown in Appendix 1.
- 1.2 The Golowan Festival is a local revival of the centuries old Cornish tradition of celebrating midsummer. Since its creation in 1991, the event has grown in scope and popularity and has become part of the identity of Penzance.
- 1.3 Golowan came under Council control, as a temporary expedient, after running into financial difficulties in 2006. The temporary arrangement lasted 9 years.
- 1.4 Golowan was returned to community control in 2015 with a package of financial support from Penzance Town Council. The long term goal is that the festival should become self-sustaining and not rely solely on external funding.
- 1.5 The Service Level Agreement (“the Agreement”) is now for a period of 3 years with either party able to terminate giving 9 month’s notice under the terms described in clause 23.

2. AIMS

- 2.1 The service will:
 - a) Provide an inclusive community event which celebrates the distinctive identity of Penzance and Cornwall, part of the Celtic Fringe.
 - b) Collaborate with the owners of event venues to put on a range of events covering diverse genres. Collaboration means the Contractor will offer to coordinate and publicise events at venues in and around Penzance. There is no obligation under this agreement for the Contractor to finance events by other event providers at other venues.
 - c) Deliver free community events over the Mazey Day weekend which traditionally is the heart of the community’s midsummer celebration.
 - d) Work with local artists enabling them to collaborate with schools in the community to contribute towards the event

3. SERVICE DESCRIPTION

- 3.1 The Contractor will commence development of the initial contracted Golowan Event from November 2021 and deliver its first year’s core festival events in June 2022. Appendix 1 shows the core festival event dates for the 2022, 2023 and 2024 Golowan Festivals
- 3.2 **Deliverables** - The deliverables under this agreement are the main annual events of the Penzance Golowan Festivals 2022, 2023, and 2024 comprising:

- a) The Annual Mock Mayor election on the Thursday evening of Golowan week
- b) The Annual Mazey Day (market, street processions, street and open-air music).
- c) The Annual Mazey Day Parades
- d) The Annual Quay Fair

The Council offers to pay up to £5,000 exc. VAT for a fireworks display on the evening before Mazey Day. The Contractor is not obligated to deliver a display and in the event of the Contractor deciding not to deliver a fireworks display then the funds reserved for fireworks will not be available for an alternative use.

3.3 Essential Elements:-

3.3.1 Fun Fair - The fun fair is not a Deliverable under this agreement, but it is popular and contributes significantly towards the festival income.

3.3.2 Schools Participation - There is to be a programme encouraging the participation of local schools in Mazey Day. Schools traditionally contribute to the cost of artists who help them with artistic content, but this is facilitated by the Golowan organising body (the Contractor).

3.3.3 Mazey Day Parades - The number and content of Mazey Day parades is for the Contractor to decide but the duration of each parade should not exceed 40 minutes (this is a Cornwall Council requirement). The number, timings and durations of parades should be included in the Draft Programme submitted to Penzance Town Council each year – see clause 12.2(f) Penzance Town Council (in conjunction with the Contractor) will provide a safe platform from which the Mayor and Mock Mayor can deliver their opening addresses to the first parade. Arrangements for provision of the platform should be made and finalised by 30 April each year. Participation in the 3 pm parade has historically been poor, and the Contractor may consider an alternative event in the streets at that time if they wish.

3.3.4 Volunteer Participation - There is to be a programme (Volunteer Management Plan – 12.2(c)) to recruit and employ volunteers to support the event and a copy of this should be included with all applications submitted. Volunteer involvement is important to sustain the community appeal of the event and to help manage costs

3.3.5 Friends of Golowan Organisation - The Council agreed in 2015 to encourage creation of a charitable Friends of Golowan organisation to support the festival in the longer term. The Contractor is encouraged to engage with and support the Friends of Golowan.

3.3.6 Other Community Groups – The Contractor is tasked with growing links with other community groups within the Parish to ensure that Golowan embraces all aspects of our community regardless of age, gender, race or sexual orientation. This should be demonstrated in the Project Plan - Clause 12.2(a).

3.3.6 Street Music and Dance - Street music, traditional dance groups and open- air music events are essential elements of Mazey Day. The music and dance programme needs to reflect a range of popular tastes and provide opportunities for the showcasing of local talent and Cornwall's musical heritage. The Director of Cornwall Youth Orchestra has expressed an interest previously in organising a large-scale musician's event as part of the Mazey Weekend events and while the Contractor is under no obligation to do so or

contribute to its costs this is very much encouraged (feedback suggests that family oriented performances are popular and appreciated).

3.3.7 Programme of Events - The programme for Golowan week events is to be published no later than 31st May each year. The Council's Communications Officer must receive a copy of the draft programme two days before going to print. The Communications Officer will arrange for obvious errors to be corrected but will not have responsibility for proof reading. This will be the responsibility of the Contractor.

4. RESPONSIBLE OFFICERS

4.1 The Contract Officers for the parties to this agreement are:

- a) Penzance Town Council: Hester Hunt, Town Clerk.
- b) Golowan Festival Contractor: _____

4.2 The role of the Town Clerk, the Council's Contract Officer, is to:

- a) Be the initial point of contact within the Council for the Contractor.
- b) Inform the Contractor of any issues that may negatively impact on implementation of this agreement.
- c) Monitor the delivery and outcomes of this agreement.
- d) Ensure invoices arising from this agreement are processed in a timely manner.

4.3 The role of the Contractor's Contract Officer is to:

- a) Be the initial point of contact for enquiries from the Council. The Contractor will identify a single point of contact and responsibility, available throughout the planning and delivery of the event.
- b) Deliver to the Council information and key documents required of this agreement or to demonstrate that required outcomes have been achieved.
- c) Authorise any proposal from the Contractor to vary this agreement providing the Council's Contract Officer has also authorised it.
- d) Notify the Council in writing of any expected or actual failure to deliver any deliverable in this agreement.
- e) Notify the Council of any major change to the Contractor's financial budget for the Golowan events.
- f) Notify the Council of any change to the Contractor's constitution or appointed directors.
- g) Inform the Council of any substantial issue that may affect this agreement.

5. COORDINATION WITH EXTERNAL BODIES

5.1 Road Closure & Safety Planning - Cornwall Council require a minimum of 8 weeks prior notification of events in public spaces. Before essential road closures are authorised Cornwall Council has to be convinced that all of the necessary measures to ensure public safety are in place. Early engagement with Cornwall Council is essential to reduce the risk of failing to achieve the necessary road closures and having to cancel the event.

- 5.2 **Cornwall Council's Link Officer** - James Hardy, Cornwall Council's Link Officer, is an important source of advice and an intermediary in dealing with Cornwall Council.
- 5.3 **Golowan LSAG Meetings** - Cornwall Council's Local Safety Advisory Group is an important source of advice for event organisers and Cornwall Council officers discharging public safety functions. A meeting of the LSAG is expected to take place in January each year and provides an early opportunity for the Contractor to engage with this influential group.
- 5.4 **Pop up Sites/Temporary Event Licences** – Historically, third parties (other businesses) have sought to piggyback their own events on to the Golowan Festival to exploit the high footfall over the Mazey Day weekend. The Contractor is to publicise to the business community the need for early engagement with the Police and Cornwall Council Licensing team should temporary licences be required.

6. CUSTOMERS

The Council is subsidising the event for the benefit of residents of the parish of Penzance. The residents of the Parish are the primary customers of the event but not the only customers because the event is intended to showcase the Town and local artistic talent to a wider audience in West Cornwall and beyond.

7. GEOGRAPHICAL AREA

The services to be delivered under this agreement are to be delivered within the Parish of Penzance.

8. ENVIRONMENTAL PROTECTION

It is to be noted that Penzance has pledged to reduce/eradicate 'single use' plastic from the town and the activities of the Golowan Festival must reflect this policy. The Contractor must ensure that all stallholders, entertainers and town centre refreshment providers are aware of and support the 'plastic free' status of Penzance. They must be provided with a copy of the single-use Plastic Event Charter.

9. ADVERTISING & PROMOTION

- 9.1 The promotion of the event to Parish residents and the wider community in West Cornwall and beyond is to be performed through multiple channels recognising that Golowan appeals to all age groups and that different age groups rely on different communication channels to keep informed. This should include (but is not limited to) local press and television, websites and social media, parish noticeboards and leaflets.
- 9.2 The Contractor will write press releases, the council's Communications Officer will receive a copy of these and insert any comment from the town council. The Contractor will then submit to the local media.

- 9.3 The publication of the final event programme in the media and online by 31st May each year is a requirement of this agreement.

10. TIMESCALES

The term of the agreement covers event preparatory work, event delivery and close-down. The commencement date is 1 November 2021 or the signature date of this agreement, if later, and the end date is 31 August 2024 unless extended by mutual agreement. The dates for event deliverables, as identified in this agreement, are shown in Appendix 1

11. OUTCOMES

The outcomes of this agreement are the Golowan events, and their essential elements as listed in clauses 3.2 and 3.3.

12. CONTRACT MONITORING

- 12.1 The Contractor is to provide the Council with a copy of the official meeting minutes or list of actions arising from Cornwall Council LSAG meetings where Golowan is on the agenda. In the absence of any LSAG meeting record, the Contractor will provide a short written brief advising the Council that an LSAG meeting has taken place and the details of any recommendations made concerning Golowan.
- 12.2 The Contractor must prepare and share with the Council copies of the following documents. These must be submitted at the time of application with the exception of 12.2(e) 12.2(g) 12.2(h) and 12.2(i)
- a) **A Project Plan.** This must contain a monthly timeline of key Golowan milestones to be agreed with the Council. Appendix 2 includes a suggested monthly timeline based on previous years
 - b) **An Event Management Plan.** This must include event safety roles and responsibilities.
 - c) **A Volunteer Management Plan.** As detailed in Clause 3.3.4
 - d) **A Crowd Management Plan.**
 - e) **A Contingency Plan.** As detailed in Clause 17. (To be received by 31 May each year)
 - f) **A financial budget for Golowan 2022.** Budget documents for the following years must be received by 31 October each year.
 - g) **A draft programme of events** (to be received by 30 March each year)
 - h) **Copies of applications for additional licences.** To be received by end February each year

- i) **A Final Programme of Events** (For distribution to the Media by the Contractor). To be received by the third week in May each year.

12.3 The Cornwall Council Community Link Officer will provide Penzance Town Council's Contract Officer and the Contractor's Contract Officer with feedback from Cornwall Council about any concerns Cornwall Council has about Golowan events or event preparations.

12.4 The Council's Contract Officer will meet with a Director of the Contractor on a monthly basis from January to June each year to discuss progress with event planning.

12.5 The Contractor will prepare written reports to the Full Council as detailed below:

- a) A Progress Report to each of the Full Council meetings scheduled during March and May each year (due date for reports to be confirmed). The reports are to cover progress against the agreed project plan, the draft event programme, and any exceptional unresolved issues.
- b) An End of Project report to the Full Council meeting scheduled during September each year. (due date for report to be confirmed).
- c) In years two and three of the agreement a Financial Budget for Golowan 2023 and 2024 respectively to the Full Council meeting scheduled for October each year (due date for reports to be confirmed)

13. PRESS AND MEDIA CONTACT

13.1 Golowan is a topical issue for the local media. There is a risk of reputational damage to both parties if disclosures to the media on the topic of this agreement and the relationship between the parties is not coordinated.

13.2 The Parties agree to cooperate over disclosures to the media. The Parties will seek to issue joint statements and where a joint statement cannot be agreed for whatever reason, each Party will copy their releases to the media to the other Party prior to release.

13.3 A final 'Programme of Events' published by The Contractor online and in the local Media during the final week of May each year is a requirement under this agreement

14. STAFF

14.1 The Contractor is to comply with The Equality Act 2010 and the Modern Slavery Act 2015 in its recruitment and management of staff, contractors, and volunteers.

14.2 The Contractor will fulfil its obligations under the Health & Safety at Work Act, 1974 to protect the wellbeing of staff, contractors, volunteers, and the Public. The Contractor will comply with any other Acts, Regulations, Directives or Orders that apply and particularly those concerning children and vulnerable adults.

15. INSURANCE/COSTS

- 15.1 The Contractor will arrange public liability insurance for the Golowan events to meet the requirement of the licensing authority (Cornwall Council). The Contractor will take out such other insurances as are necessary by statute or where, in its own judgment, it considers it expedient to do so.
- 15.2 The Contractor will provide the Council with a copy of its public liability insurance policy for Golowan.

16. FINANCIAL RISK AND REWARD

- 16.1 The financial risk and rewards of delivering Golowan rest with the Contractor. The Council has no claim on any profit accrued and no obligation to absorb a share of any losses that arise.
- 16.2 The package of financial support provided by the Council to the Contractor is intended to minimise the financial risk of delivering Mazey Day weekend events free of charge to the Public.
- 16.3 The limit of the Council's financial liability under this agreement is the value of its package of financial support.

17. CONTINGENCY PLANNING

- 17.1 Early preparation of risk management and contingency plans is necessary to ensure that the road closures essential for the public events are approved in good time by Cornwall Council.
- 17.2 A full incident Contingency Plan should be prepared and agreed in its final form not later than 31st May each year.
- 17.3 The risk management plans required to satisfy Cornwall Council cover primarily risks to the public. The Contractor is exposed to other significant risks and should plan to manage these risks which include but are not limited to: staff, premises, data loss, malicious software, extreme weather, contractor failure and political risk.
- 17.4 The Contractor should develop contingency plans to cater for the need to cancel the events at short notice; this should include the retention of some or all of fees received from stallholders.

18. FINANCIAL DETAILS

- 18.1 This agreement takes effect from 8 November 2021 or the date of signature of this agreement if later and ends on 31 August 2024 (year 3 of 3 years). The Contractor agrees to deliver the services specified in this agreement for a consideration of £19,000 per year in instalments as set out in clause 18.2. The consideration excludes the cost of a firework display (£5,000).

18.2 Payments will be made as follows:

In Year One of the Agreement:

On initiation (signing) of this agreement: £6,000.

1 Apr 2022. £3,000.

Conditional upon provision of the draft programme of events for 2022 as detailed in Clause 12.2(g)

1 May 2022. £3,000.

Conditional on Cornwall Council's receipt of all information it requires to allow approval of road closures or has already approved road closures for the event.

1 Jun 2022. £3,000.

Conditional upon:

- a) The Final Event Programme having been published online and in the media.
- b) The Contingency Plan having been prepared and agreed with involved parties (see Contingency Planning - Clause 17).
- c) Confirmation of the location, equipping and staffing of an Event Control Facility.

1 July 2022. £4,000

Conditional on the events listed in the Final Event Programme having taken place.

In Years Two and Three of the Agreement:

Payments in subsequent years will occur on the same milestone dates and for the same amounts with the exception of the annual £6000 initial payment which will be made when the Financial Budget report for that years Golowan is presented to Full Council - see 12.5(c)

18.3 The Council will make payment against invoices raised by the Contractor. Invoices should be sent to:

Penzance Town Council
Penlee Centre
Penlee Park
Penzance
TR18 4HE

18.4 The Contractor is to provide the Council with a breakdown of income each September following that year's events to aid the Council in assessing the future sustainability of the Golowan Festival.

19. CONTRACTURAL RELATIONSHIP

19.1 The Contractor and the Council must respect each other's right to manage their own affairs.

19.2 The Contractor and the Council must support each other to meet the aims and objectives of the overall project.

20. DISPUTE RESOLUTION

20.1 Where either party has any concerns or grievances about the other signatory to this agreement, they will raise them with the other signatory as soon as practicable and without the involvement of a third party. Both parties will then work together with the aim of finding a mutually agreed resolution as soon as possible.

20.2 If the initial attempt at resolution fails then the following procedure will be followed:

- a) The party wishing to make the complaint should provide the other with written details including proposals for resolving it.
- b) A written response should be sent to the initiating party within 10 working days.
- c) If the response is not considered adequate to resolve the issue, the initiating party may request, in writing, a meeting of the authorised signatories (or their successor).
- d) Where possible this meeting should be held within 10 working days of the request being made.
- e) If either party is dissatisfied with the outcome as notified to it in writing within 5 working days of the meeting, arbitration can be requested, and this will take place with a mutually acceptable external party. (The cost of arbitration will be shared equally between the parties.)

21. LEGISLATIVE REQUIREMENTS

In running the event, the Contractor must be aware of and comply with its legal requirements regarding:

- a) Equalities legislation.
- b) Children and adult safeguarding legislation.
- c) Vulnerable adults legislation.
- d) Any other appropriate legislation in accordance with the service delivery of the project.

22. CONTRACT DEVELOPMENT

This agreement may require amendments in the light of experience of implementing its terms. Any amendments will need to be negotiated and agreed in writing by the Council and the Contractor.

23. TERMINATION

This agreement can be terminated by either Party (giving significant material reasons) by giving notification not less than 9 months prior to the date of the following year's Golowan event week (as listed in Appendix 1). Notice must be served in writing and either delivered, posted, or emailed to the other party's Contract Officer. Any monies not spent must be returned to the Council.

24. CANCELLATION

In the event of the death of the reigning Sovereign, Queen Elizabeth II, all festive occasions nationwide would be cancelled/postponed from the time of the death until after the funeral. It should therefore be noted that the Council would expect this to also apply to the Golowan Festival.

25. EXIT STRATEGY

The agreement is for the delivery of 3 Golowan festivals over a 3 year period and will come to an end on 31 August 2024.

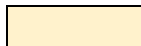
26. DECLARATION

<p>On behalf of Penzance Town Council, I confirm that I have read and understood the agreement as set out above and the Council will comply with the terms and conditions contained within.</p> <p>Signed:</p> <p>Date:</p>	<p>On behalf of _____ we confirm that we have read and understood the agreement as set out above and _____ will comply with the terms and conditions contained within.</p> <p>Signed:</p> <p>Date:</p>		
<p>Address to which communications relating to this agreement should be sent:</p> <table border="1"><tr><td>Penzance Town Council Penlee Centre Penlee Park Penzance TR18 4HE</td><td></td></tr></table>		Penzance Town Council Penlee Centre Penlee Park Penzance TR18 4HE	
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Appendix 1 -


Golowan Festival Dates – 2022, 2034 & 2024

	SUN	MON	TUES	WED	THUR	FRI	SAT	SUN	MON
2022 June	19	20	21	22	23	24 Mid summer Eve	25 Mid summer Day	26	27
2023 June	18	19	20	21	22	23	24 Mid summer Eve	25 Mid summer Day	26
2024 June	23 Mid summer Eve	24 Mid summer Day	25	26	27	28	29	30	01

 Civic Church Ceremony

 Mazey Eve Fireworks

 Mazey Day

 Quay Fair Day