

Service Level Agreement

Leisure Services



**SERVICE LEVEL AGREEMENT  
BETWEEN  
JUNCTION ARTS AND  
BOLSOVER DISTRICT COUNCIL**

**1.0 Commissioning Body**

**Bolsover District Council**

Registered Address - Sherwood Lodge, Bolsover, Chesterfield,  
Derbyshire, S44 6NF  
Telephone - 01246 242424  
Fax - 01246 242423

**2.0 Service Provider**

**Junction Arts**

Registered Address - Shirebrook Community Resource Centre,  
Langwith Road, Shirebrook  
Derbyshire NG20 8TF  
Telephone - 01623 746222  
Fax - 01623 743755

**3.0 Definitions**

For the purpose of this agreement the following words and phrases shall have the following meanings:

The “**Council**” shall mean Bolsover District Council

The “**Service Provider**” shall mean Junction Arts

The “**District**” shall mean the administrative area of Bolsover District Council

“**Financial Year**” shall mean 1<sup>st</sup> April to 31<sup>st</sup> March

The “**Activity Report**” shall mean a written statement detailing key achievements, outputs and conformance to the service specification and annual programme plan.

“**Satisfactory**” shall mean formally approved by a standing committee of the Council.

The “**Annual Programme Plan**” shall mean all agreed programmes of work, services or activities undertaken within the District in the financial year to which the funding relates.

The “**Service Specification**” shall detail all agreed levels of service and shall remain in force for the duration of this agreement.

The “**Annual Review**” shall mean a formal meeting between the Council and the Service Provider held in November each year.

References to “**Staff**” in the context of this agreement shall mean all board members, permanent full-time, part-time & casual staff plus all freelance & temporary staff, consultants & volunteers acting on behalf of Junction Arts with duty of care/ supervisory responsibilities for children & vulnerable adults.

“**Nominated Representative**” shall mean a named bona fide representative from each party to act as a single point of contact through which all formal correspondence and communication relating to the agreement should be channeled.

#### **4.0 Sole Purpose for which Funding is offered**

The Council shall provide funding towards those core running costs incurred by the Service Provider in the development and delivery of the Annual Programme Plan in accordance with the Service Specification and terms and conditions contained at schedule 1 herein.

#### **5.0 Value of Funding**

£19,800 revenue grant per financial year.

#### **6.0 Duration and Termination**

This agreement shall commence on the 1<sup>st</sup> April 2009 and will remain in force until 31 March 2011. During this period it will be necessary for negotiations to take place between the Council and the Service Provider to ascertain any subsequent funding beyond 31 March 2011.

#### **7.0 The Council's Corporate Aims**

The service provider will demonstrate how their work, services or activities address the council's corporate aims:



Community Safety – Ensuring that communities are safe and secure



Customer Focused Services – Providing excellent customer focused services



Environment – Promoting and enhancing a clean and sustainable environment



Regeneration – Developing healthy, prosperous and sustainable communities



Social Inclusion – Promoting fairness, equality and lifelong learning



Strategic Organisational Development – Continually improving our organisation

#### **8.0 Method and Timing of Payments**

The Council's funding is offered in two stage payments. Fifty percent (50%) of the funding will be released in April each financial year on receipt of a proper invoice and the balance will be released in December subject to a satisfactory activity report being received and accepted by the Council and on receipt of a proper invoice for the remaining monies.

## **9.0 Conditions applying to the Funding**

- 9.1 The Service Provider shall ensure that proper financial systems and records are in place showing clearly how the funding has been spent together with any income generated and make this information available, together with copies of all relevant receipts and invoices, to the Council or its appointed auditors on request.
- 9.2 If either the Council or the Service Provider is in dispute or considers that the other is in breach of the terms and conditions of this agreement then the matter will be dealt with under the procedure outlined in section 13 of this agreement.
- 9.3 Any breach of the terms and conditions of this agreement by the Service Provider may result in withdrawal of funding or its reduction, and a consequential requirement to repay to the Council any sums paid to which there is no longer an entitlement.
- 9.4 Funding is provided in response to the Annual Programme Plan, any amendment or matter relevant to or affecting the Annual Programme Plan must be notified to the Council immediately. The Council reserves the right to revise its offer of funding under such circumstances or if costs are for any reason significantly different from that anticipated.
- 9.5 In the event that the Service Provider shall cease to operate or be placed in the hands of a receiver or be declared bankrupt; or fail to undertake or properly complete the Annual Programme Plan or work in accordance with the Service Specification; or fail to properly account for the funding received; or fail to abide by the terms and conditions of this agreement then the Council reserves the right to terminate payments and may seek the return of any appropriate proportion of any monies paid. In the event that the Service Provider ceases to operate or is placed in the hands of an Administrator or any Insolvency Practitioner then the funding is to be deemed forthwith withdrawn and the Service Provider shall have no entitlement to or expectation of monies which have not been paid prior to that time.
- 9.6 Any out of pocket expenses, costs or allowances incurred by the Service Provider as a result of attendance at Council meetings will be the responsibility of the Service Provider.
- 9.7 The Service Provider, as an employer, must comply with all recognised employment law and codes of practice paying particular regard to promoting equal opportunities practice in all areas.
- 9.8 Both the Council and Service Provider must abide by a code of confidentiality in terms of issues raised during or resulting from this agreement. Issues are to remain within the confines of the Council/Service Provider meetings, should this code be broken, the matter will be considered a breach of this agreement and dealt with under section 13 of this agreement.

- 9.9 Whilst honesty and integrity are not in question, Officers and Members of both the Council and Service Provider must declare any personal conflicts of interest that may prejudice any decisions made by the Council or Service Provider in relation to this agreement prior to any such decisions being made.
- 9.10 The Service Provider must produce and present all information as required by the Council that is necessary to comply with the Council's legal, monitoring and reporting requirements.
- 9.11 The Service Provider must ensure that no person involved in or affected by the Annual Programme Plan is treated unfairly and is committed to eliminating all forms of discrimination and to promoting equality of opportunity and good relations between persons of different racial and social groups.
- 9.12 The Service Provider must ensure compliance with all statutory obligations and indemnify and keep indemnified the Council against all proceedings, costs, expenses, claims and demands arising from the delivery of the Annual Programme Plan.
- 9.13 The Service Provider must not do or suffer to be done or permit anything which may bring the Council into disrepute.
- 9.14 The Service Provider has a duty of care to the health, safety and welfare of customers, staff and the general public and therefore must operate safe systems of work in accordance with all acts of law and recognised codes of practice relevant to the type of work, service or activity being undertaken.
- 9.15 All staff employed by the Service Provider that are involved either directly or indirectly in the delivery of the Annual Programme Plan that come into regular contact with children or vulnerable adults must have a Criminal Records Bureau (CRB) check undertaken to an appropriate level of disclosure.
- 9.16 The Service Provider must have a robust and up to date child and vulnerable adult protection policy in place for the duration of this agreement.
- 9.17 Throughout the duration of this agreement the Council requires prominent ongoing acknowledgement of the funding it provides on official stationery and all promotional material of the Service Provider incorporating the logo of the Council where space allows.
- 9.18 All publicity and PR undertaken by the Service Provider must clearly acknowledge and make reference to the Council as a Funder.

## **10.0 Nominated Representatives**

- 10.1 The Council's nominated representative is Carole Hirst, Arts Development Officer
- 10.2 The Service Provider's nominated representative is Tina Glover, Chief Executive .
- 10.3 Substitutions at Council & Service Provider liaison meetings will be allowed providing that the substitute is a bona fide representative of the body nominating that substitute.

## **11.0 Service Specification and Annual Programme Plan**

The Service Provider agrees to work in accordance with the Service Specification and Annual Programme Plan contained at schedule 1 herein.

A draft Annual Programme Plan is to be submitted to the Council by the Service Provider by the end of October each year for consideration.

## **12.0 Monitoring and Review Arrangements**

- 12.1 The use of the Council's funding is to be monitored by the Council's nominated representative who must have access to all information held by the Service Provider that is considered necessary to measure effectiveness and compliance.
- 12.2 Prior to the payment of funding the Service Provider is required to submit a satisfactory activity report. The Service Provider's nominated representative, or a deputy, will be required to present the Activity Report and draft Annual Programme Plan to a standing committee of the Council in December each year and be available to take questions.
- 12.3 The Service Provider's audited annual accounts for the most recent financial year is to be submitted to the Council as part of the Annual Review.
- 12.4 The nominated representatives will meet quarterly to discuss progress made against the Annual Programme Plan and any other related business that may arise.
- 12.5 An elected member and the nominated representative from the Council will attend Junction Arts board meetings in an advisory capacity.
- 12.6 An Annual Review is to be held in November each year to determine whether this agreement should be adjusted using the 'Annual Review Form' contained at Schedule 2 herein.
- 12.7 Any changes to this agreement should be documented on the 'Agreement Revision Form' contained at Schedule 3 herein and signed by both the Council and Service Provider.

### **13.0 Resolution of Disputes**

13.1 If either party considers that there has been a breach of this agreement or a dispute arises either directly or indirectly from this agreement then the affected party should in the first instance write to the other party's nominated representative setting out the details of the breach or area of dispute, stipulating the action they think is required to remedy it. A time period must be agreed between both parties within which the remedial actions required will be completed and this must not exceed 3 months.

13.1 Any outstanding breaches or unresolved disputes shall then be formally discussed by the following representatives:

Chief Executive of the Council  
Chair of Junction Arts

13.2 If following the meeting the issue(s) discussed still remain unresolved then the matter will be referred to an independent firm of solicitors who specialise in contract law who shall give independent advice for the most appropriate resolution. This action shall be binding on both parties and the cost of this advice shall be borne equally.

### **14.0 Schedules**

Schedule 1 – Annual Review Form  
Schedule 2 – Agreement Revision Form

### **15.0 Declaration**

I hereby declare that I have read and understand this service level agreement and that I have the proper authority to enter into this agreement and that I agree to fully comply with the terms and conditions contained herein.

Signed by: \_\_\_\_\_

Print Name: Lee Hickin

Position in Organisation: Leisure Operations Manager

On behalf of: Bolsover District Council

Signed by: \_\_\_\_\_

Print Name: Tina Glover

Position in Organisation: Chief Executive

On behalf of: Junction Arts

## Schedule 1

### Service Level Agreement between Junction Arts and Bolsover District Council

#### ANNUAL REVIEW FORM (to be completed before end of November each year)

##### Section 1 - Review Details

Name of Service Provider .... Junction Arts.....

Date of Review .....

Period being Reviewed .....

Level of Funding Agreed - £19,800 for 1<sup>st</sup> April 2009 to 31<sup>st</sup> March 2010..

##### Section 2 – Representatives Present at Annual Review

Service Provider – Junction Arts

Name

Position

Commissioning Body – Bolsover District Council

Name

Position



### **Section 3 – Information Required**

A written statement about the status of each agreed programme of work shown in the Annual Programme Plan clearly demonstrating actual outputs achieved against agreed targets, with reasons for any variances.

A summary of main achievements and successes during the year.

Details of new or emerging areas of work or funding opportunities.

Details of significant problems encountered during the year.

Copy of the draft annual programme plan for the forthcoming financial year.

Details of all other funding secured by the Service Provider since the last annual review.

Copy of the audited annual accounts for the most recent financial year.

### **Section 4 – Documentation**

Has the Service Provider submitted all the relevant information shown in Section 3 herein?	Y <input type="checkbox"/>	N <input type="checkbox"/>
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If no, please supply reason and indicate whether any further action needs to be taken.

### **Section 5 – Service Delivery**

Has the organisation achieved all the agreed targets in the Annual Programme Plan?	Y <input type="checkbox"/>	N <input type="checkbox"/>
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If no, please give reason

### **Section 6 – Terms and Conditions of Funding**

Has the Service Provider adhered to the Terms and Conditions of this agreement?	Y <input type="checkbox"/>	N <input type="checkbox"/>
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If no, please give reason

**Section 7 – Annual Improvement Plan**

The following issues/areas of work have been identified as requiring improvement:

Issue/Area of Work	Action Required	by when	by whom
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**Section 8 – Any other Comments**

**Section 9 – Review Outcome and Recommendations**

- No changes proposed to the agreement
- Minor revisions to the agreement are needed (please complete the Annual Revision Form at Schedule 3 herein)
- Other (please specify below) \_\_\_\_\_

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On completion of the Annual Review the Council and Service Provider must sign and amend as necessary the following declarations:

Commissioning Body: Bolsover District Council

I agree/disagree with the comments/recommendations contained on this Annual Review Form.

Print Name: .....

Position in Organisation: .....

Signed: ..... Date: .....

Service Provider: Junction Arts

I agree/disagree with the comments/recommendations contained on this Annual Review Form.

Print Name: .....

Position in Organisation: .....

Signed: ..... Date: .....

If either party is unable to agree the outcome and recommendations then objections should be submitted in writing and attached to the Annual Review Form.

### Schedule 3

## Service Level Agreement between Junction Arts and Bolsover District Council

### AGREEMENT REVISION FORM

#### Minor Changes:

This form should be completed if through the annual review process it has been identified that the agreement needs minor revision for the following year, (e.g. one or more of the agreed outputs negotiated may need to be amended for the following year).

1. Date of Review: .....
2. Representatives present at review meeting: .....
3. Minor amendments agreed (please give details of minor amendments to the Service Level Agreement)  
.....  
.....  
.....
4. Authorisation:  
  
Signed on behalf of Service Provider:  
  
Junction Arts  
  
Signed: .....  
  
Print Name: .....  
  
Position in Organisation: .....  
  
Date: .....

Signed on behalf of Commissioning Body:

Bolsover District Council

Signed: .....

Print Name: .....

Position in Organisation: .....

Date: .....

5. This completed document should be attached as a variation to the signed Service Level Agreement document.