

Dated

2012

WAVERLEY BOROUGH COUNCIL

-and-

WAVERLEY HOPPA COMMUNITY TRANSPORT

SERVICE LEVEL AGREEMENT
2012-2015

D BAINBRIDGE
BOROUGH SOLICITOR
WAVERLEY BOROUGH COUNCIL
THE BURYS
GODALMING
SURREY
GU7 1HR

Date of Agreement:-

Parties

This is an Agreement between:

- (i) THE COUNCIL OF THE BOROUGH OF WAVERLEY of Council Offices, The Burys, Godalming, GU7 1HR ("the Council") acting by its Deputy Chief Executive – Paul Wenham
- (ii) Waverley Hoppa Community Transport (registered under company number 4989679 and registered charity number 1104954) whose registered office is situated at Unit 8, Towergate Business Centre, Combe Lane, Wormley, Godalming, Surrey GU8 5SZ ("hoppa") acting by its Chair of Trustees – Andrew Carrington

1. Authorised Representatives

The Parties' Authorised Representatives for the purposes of this Agreement shall be:

The Council: Kelvin Mills, Head of Community Services
Hoppa: Andrew RW Carrington – Chair of Trustees

2. Object of Agreement

The Council wishes for Hoppa to produce and deliver from the Commencement Date a service in accordance with this Agreement together with the Service Expectations and Standards and Principles of the Agreement incorporated herein at the Schedule hereto.

3. Period of Agreement

This Agreement shall begin on 1 April 2012 ("the Commencement Date") and shall expire on the 31 March 2015 unless terminated earlier in accordance with Paragraph 15.

4. Status of Hoppa

In carrying out this Agreement Hoppa is acting in its own right and not as an agent of the Council.

5. Status of Agreement

5.1 The Parties intend this Agreement to be legally binding.

5.2 Each Party acknowledges that this Agreement (together with the 'Principles of Agreement' and the 'Service Expectations and Standards' set out in the Schedule hereto) contains the whole agreement between the Parties AND that it has not relied upon any oral or written representation made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.

6. Hoppa's Obligations

Hoppa agrees:

- 6.1 to provide a service in accordance with this Agreement together with the Principles of the Agreement and the Service Expectations and Standards contained in the Schedule to this Agreement ("the Service") to those residents within the Borough of Waverley who wish to use the Services ("the Service Users") subject to timely receipt of funding from grant sources at 2011/2012 levels (including those due in accordance with clause 11.2) and the successful generation of other revenue streams.
- 6.2 to comply with the relevant requirements of any provisions of any statutes byelaws and regulations affecting the Service.

7. Performance Information and Quality Control

- 7.1 Hoppa shall maintain proper records of those items specified in Appendix One to the Service Expectations and Standards set out in the Schedule hereto. These records shall be open for inspection by the Council at all reasonable times. Hoppa shall provide such other information at such intervals as the Council may reasonably require.
- 7.2 Hoppa shall supply to the Council by 31 January in each year budget estimates for the next financial year.
- 7.3 Accounts (subject to audit) shall be provided to the Council within four months of the end of each financial year (1 April to 31 March each year) and fully audited accounts shall be provided to the Council within six months of the end of each financial year.
- 7.4 Hoppa shall maintain proper records of how any monies paid to it under this Agreement have been spent and shall make these records available to the Council within four weeks of any written request to see them.
- 7.5 Hoppa shall be responsible for establishing and operating a process for obtaining Service Users' views of the Service being provided and an analysis of the outcomes of this process.
- 7.6 The Council shall monitor and review the performance of Hoppa in terms of service objectives, activity levels, performance indicators and quality control arrangements as set out in the Principles of the Agreement and the Service Expectations and Standards contained in the Schedule hereto.
- 7.7 Hoppa shall provide all relevant information that may be required by the Council to enable the Council to act fairly, properly and in accordance with its obligations. The Council may make a request for any information at any reasonable time and Hoppa shall comply with that request as soon as is reasonably practicable.

8. Policies, procedures and principles

Hoppa shall hold the following policies and procedures and will maintain their principles at all times:

- 8.1 Complaints Procedure - Hoppa must have a written complaints procedure. Hoppa will record all complaints of any nature, received from whatever source, in a register

kept for that purpose. Hoppa shall supply a copy of the register of complaints at such times as the Council may specify.

- 8.2 Equal Opportunities - Hoppa shall operate an Equal Opportunities Policy for the purposes of the Service.
- 8.3 Health and Safety - Hoppa shall comply with the requirements of the Health and Safety at Work etc Act 1974 and of any other Acts Regulations or Orders about health and safety.
- 8.4 Data Protection Policy – Hoppa shall comply with the requirements of the Data Protection Act 1998.
- 8.5 Safeguarding Children and Vulnerable Adults Policy – Hoppa must have a policy and guidelines that are consistent with the local multi-agency ‘Children and Vulnerable Adults Safeguarding Board’ policy.
- 8.6 Confidentiality Policy.
- 8.7 Respect and Dignity Policy.
9. Use of Other Organisations

The Service shall be provided solely by Hoppa unless the Council otherwise agrees in writing.

10. Insurance and Indemnity

- 10.1 Hoppa shall indemnify and keep the Council indemnified against any legal liability (including any legally recoverable costs and expenses) which arises as a result of default on the part of Hoppa in the performance of this Agreement, except in so far as such liability was caused or contributed to by the Council its employees or agents.
- 10.2 For the purposes of satisfying this obligation, Hoppa shall effect and maintain suitable employer’s liability and public liability insurance with a reputable insurance company with a minimum cover of 10 million pounds and 10 million pounds respectively in respect of any one claim; from time to time Hoppa shall if requested by the Council produce within 7 days copies of the respective insurance policies and evidence of payment of current premiums.

11. The Council's Obligations

- 11.1 In consideration of the Service the Council agrees to contribute towards the Operational Costs of the Hoppa Dial-a-Ride Response Transport Service (as hereinafter defined) in any one financial year subject to paragraphs 11.2 and 11.3 below. For the avoidance of doubt the expression “Operational Costs” shall include the following types of costs:-

- Wages and the proper and reasonable expenses of volunteers
- Fuel and vehicle maintenance
- Percentage of Waverley Hoppa Community Transport overhead costs (including utilities and telephone charges properly incurred).

- 11.2 The annual sum by the Council to Hoppa for the period from 1 April 2012 to 31 March 2015 will be £100,000. The funding will be subject to annual review and Council approval in February each year, as part of its budget setting process. Hoppa will not be required to reapply for funding during the period of the Agreement.
- 11.3 The Council will make payments direct to Hoppa. Payments will be made by way of equal quarterly instalments, paid on the 1 April, 1 July, 1 October and 1 January in each year of this Agreement on receipt of an invoice from Hoppa.
- 11.4 Hoppa agrees with the Council to repay to the Council on a pro rata basis the sum payable under paragraph 11.2 above less any deductions which are agreed by the Parties in the event that this Agreement is terminated in accordance with clause 13 hereof.
12. Monitoring
- 12.1 The Parties shall together operate the monitoring arrangements, including reporting Performance Indicator information, set out in the Appendix 1 to the Service Expectations and Standards in the Schedule to this Agreement.
- 12.2 Hoppa shall give early warning to the Council if there are any operational or financial problems which may be of concern.
13. Termination
- 13.1 Either Party may terminate this Agreement upon giving six months' notice in writing to the other or a lesser period if the Parties agree in writing.
- 13.2 Either Party may terminate this Agreement immediately by notice in writing to the other in the event of any new legislation or Government ruling coming into force which renders unlawful or substantially more burdensome or impracticable the performance of its obligations under this Agreement.
- 13.3 The Council shall be entitled to terminate this Agreement with immediate effect where Hoppa has committed a criminal offence.
14. Disputes and Mediation
- 14.1 The Council and Hoppa will use their best endeavours to resolve disputes.
- 14.2 Either Party may invoke the following procedure to resolve disputes:
- (a) request a meeting between Authorized Representatives within 10 working days or such other period as may be agreed between the Parties
 - (b) a further meeting involving the Council and Hoppa may be requested within 14 working days should any dispute remain unresolved.
- 14.3 Use of the disputes procedure will not delay or take precedence over any use of the termination procedures.
- 14.4 If the Parties are unable to settle the dispute in accordance with the procedures in 16.2 above, the Parties will attempt to resolve the dispute by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation

Procedure (CEDR, Princes House, 95 Gresham Street, London EC2V 7NA / www.cedr.com).

- 14.5 The Model Procedure set out by the CEDR shall be initiated by either Party giving notice in writing to the other requesting mediation in accordance with this clause.
- 14.6 The Model Procedure will be amended to take account of:-
- (i) any relevant provisions in this Agreement and
 - (ii) any other agreement which the Parties may enter into in relation to the conduct of the mediation.
- 14.7 Neither Party may commence any court proceedings or arbitration in relation to any dispute between them until they have attempted to resolve the dispute by mediation and the mediation has terminated.
- 14.8 If the Parties have not resolved the dispute by the mediation within 42 days from when the mediation was initiated, the dispute shall be referred to, and finally resolved by, arbitration under the Rules of the Chartered Institute of Arbitrators, which Rules are deemed to be incorporated by reference to this clause.

15. Review

- 15.1 This Agreement shall be reviewed three months before the end of the period of the Agreement and may, subject to clause 13 above, be amended if the Parties agree in writing. The review shall cover all aspects of the working of the Agreement.
- 15.2 Hoppa's annual report and accounts will be discussed at an annual review meeting held with the Council. The review shall cover all aspects of the working of this Agreement and shall be conducted between representatives of the Board of Trustees, the Manager(s) of Hoppa and nominated officers from the Council. The findings of the review may be reported to the Council's Executive Committee.
- 15.3 The Agreement may be reviewed at such other times as the Parties agree.

16. Variation

The terms of this Agreement may only be varied by agreement in writing between the Parties.

The Schedule

PRINCIPLES OF THE AGREEMENT

These are the Council's principles of the Agreement for the production and delivery of a Waverley Hoppa Community Response Transport's service within the Borough of Waverley.

The following two sections describe the basis and the expectations (Principles) of this relationship, which will enable a high quality Community Dial-a-Ride Response Transport Service to be provided to its Service Users.

1. THE RELATIONSHIP

- The Council is committed to working in partnership with Hoppa in order to give the best possible community transport Service to the citizens of Waverley. The Council aims to create a climate of co-operation in which Hoppa can develop and make real contributions to improving the quality of the Community Dial-a-Ride Transport Response Service.
- The Council recognises and wishes Hoppa to recognise that it shares an interest in delivering the specified Service to the required quality. To this end the Council and Hoppa shall combine joint ideas and expertise in order to provide a quality Service, to the Service Users.

2. LIAISON

The Council's senior contact officer will be:
Kelvin Mills, Head of Community Services.
Direct telephone: 01483 523432
Email: kelvin.mills@waverley.gov.uk

The role of the Council's senior contact officer is to:

- Be the initial point of contact with the service provider regarding the arrangements or any proposed changes to the Agreement.
- Inform the service provider in writing if there are any changes to the Council's contact officer.
- Inform the service provider of any issues which may have an effect on the implementation of the service provision or funding arrangements in this Agreement.
- Set up an annual monitoring and review meeting with the service provider's contact officer.

On a day to day basis the Council's contact officer will be:
Katie Webb, Community Services Manager
Direct telephone: 01483 523340
Email: katie.webb@waverley.gov.uk

Meetings will be held between the Council and Hoppa on a quarterly basis. The service provider will be expected to report on its performance at the meetings set out in Appendix 1 to the Service Expectations and Standards.

The service provider's contact officer will be:
Steve Forward, General Manager
Direct telephone: 01428 681710

Email: steve.forward@hoppa.org.uk

The role of the service provider's contact officer is to:

- Provide the information set out in the Appendix 1 to the Service Expectations and Standards.
- Inform the Council if there is a proposal to change or reduce the core services set out in The Service Expectations and Standards of the Agreement.
- Inform the Council if there is a major change to the organisation's budget or financial position
- Inform the Council if there is a change to the organisation's constitution
- Inform the Council if there is a change in the organisation's contact officer.

3. QUALITY ASSURANCE

Hoppa will operate its core service to the requirements of the Community Transport Association, of which it is a member. The Community Transport Association promotes excellence in community and accessible transport.

All staff, both paid and voluntary, are required to undergo relevant training in order to achieve their competence level to a standard acceptable to the Trustee Board, and compatible with the aims, principles, and standards of The Community Transport Association.

4. FUNDING ARRANGEMENTS

Waverley Borough Council will provide funding of £100,000 to Hoppa in the following quarterly instalments:

| | | | |
|----------------|---------|----------------|---------|
| 1 April 2012 | £25,000 | 1 July 2012 | £25,000 |
| 1 October 2012 | £25,000 | 1 January 2013 | £25,000 |
| 1 April 2013 | £25,000 | 1 July 2013 | £25,000 |
| 1 October 2013 | £25,000 | 1 January 2014 | £25,000 |
| 1 April 2014 | £25,000 | 1 July 2014 | £25,000 |
| 1 October 2014 | £25,000 | 1 January 2015 | £25,000 |

The funding will be subject to annual review and Council approval in February each year, as part of its budget setting process. Hoppa will not be required to reapply for funding during the period of the Agreement.

The funding will be paid by BACS directly into Hoppa's bank account on the above dates on receipt of an invoice from Hoppa.

The funding provided is accepted by the Council and the service provider in accordance with the Surrey Compact best practice Funding Code 2009.

5. OTHER SOURCES OF FUNDING

The Council will expect Hoppa to try to secure funding from alternative sources for its core service and/or project work.

Hoppa will be expected to apply for additional funding and provide evidence to the Council of their applications and award levels or rejected applications.

The Principles of Partnership to achieve the following in its relationship with Hoppa:

- pay the funding on the agreed dates.
- trust each other.
- provide support.
- be honest and communicate openly. Where required for a specific purpose, share requested information and data with Hoppa, subject to those requirements not being in breach of service user's confidentiality.
- jointly develop ideas concerning the Hoppa service.
- adopt a reasonable approach when discussing genuine problems.
- make decisions in an appropriate and timely way.
- provide accurate information as agreed.
- help the development of the Hoppa service in line with corporate priorities.
- offer clear reporting lines.
- celebrate successes together.
- be proactive in promoting the positive achievements of the relationship and fully involve both parties.
- Provide a link to the Hoppa website from www.waverley.gov.uk/grants and other appropriate pages on its website.
- Represent the aims and objectives of Hoppa in local partnership networks and promote the work Hoppa and its services as appropriate.
- Commit to the principles of the Surrey Compact Funding Code.
- Attend Hoppa board meetings and AGM where appropriate. The Contact Officer will attend the meetings and if he/she is not available a nominated officer will attend.

The Council expects Hoppa to:

- deliver the Dial-a-Ride Response Service to the agreed quality standard.
- give early warning signals if there are any operational problems which may ultimately be of concern.
- offer reporting lines and effective means of communication.
- be committed to developing the Dial-a-Ride Response Service in ways that are beneficial to Service Users.
- be committed to promoting the positive achievements of the relationship. Work in partnership with the Council to ensure the appropriate information and advice is provided to service users to achieve an outcome that satisfies both parties. Where necessary, challenge the Council, but only when appropriate and all other avenues have been exhausted.
- be honest and accurate in terms of all information provided and financial transactions.
- facilitate the ongoing monitoring of the Dial-a-Ride Response Service.
- Provide visible evidence and publicity of Waverley's support (eg on stationery, leaflets, promotion & publicity material). Use of logo guidelines and a copy of the logo are available on request from Waverley's Communications Team. Contact communications@waverley.gov.uk
- Provide a link to Waverley's website from its own website.
- Ensure that equality & diversity objectives are met. Maintain all relevant statutory and legal obligations or operational frameworks and maintain appropriate policies.

- Consider CO₂ implications of activities and consider reductions where appropriate. Provide evidence if requested eg efficient lighting, recycling waste, insulation. Maintain appropriate policies such as an Environmental Policy.
- Sign up to the Surrey Compact and commit to the principles of the Surrey Compact Funding Code. For information on the Compact, visit the website www.surreycompact.org or contact Surrey's Compact Director, barbara.m@surreyca.org.uk

SERVICE EXPECTATIONS AND STANDARDS

1. Core Service Requirements Funded Under the Agreement

Hoppa shall, during the Period of the Agreement, provide a service in accordance with the Service Level Agreement.

The aims of the Community Dial-a-ride Response Transport Service and to which Hoppa adheres to are as follows:

- a) To provide Community Dial-a-ride Response Transport Service demand, mainly to assist those who are unable to use scheduled public services due to disadvantage by age, disability, rural isolation or mobility difficulties. Specifically to provide 'dial a ride' services covering the four major settlements in the borough – namely Godalming, Cranleigh, Farnham and Haslemere - and to also make these services available to rural residents.
- b) Promote a straightforward, friendly customer experience. It should be easy for customers to contact Hoppa and the forms that they are required to submit should be straightforward and easy to complete.
- c) Provide a courteous and efficient service to customers. Hoppa would be expected to carry out regular customer satisfaction surveys and results be reported to the Council.
- d) Provide good quality, reliable vehicles in accordance with Department of Transport Guidelines. Vehicles should be smart, mechanically maintained, safe and constructed to be wheelchair accessible.
- e) Attend quarterly monitoring meetings and provide appropriate data.

2. Service Specification

Hoppa's catchment area shall be the borough of Waverley. Hoppa will provide 4 service routes five days per week, except bank holidays.

Permitted Dial-a-Ride Service

The Dial-a-Ride Service operates from the passenger's home location. Its prime purpose is to provide transport links from and within Waverley's main towns and villages.

| |
|---|
| Hospital appointments |
| Doctors/health centre appointments |
| Attendance at social services/day centres |
| Hospital visiting |
| Shopping |
| Leisure/Social |

| |
|-------|
| Other |
|-------|

The hours of operation for the booking line are as follows:

| Day of week | Session1 | Session2 | Total hours |
|-------------|-------------|-------------|-------------|
| Monday | 08.30-12.30 | 13.00-16.00 | 7 |
| Tuesday | 08.30-12.30 | 13.00-16.00 | 7 |
| Wednesday | 08.30-12.30 | 13.00-16.00 | 7 |
| Thursday | 08.30-12.30 | 13.00-16.00 | 7 |
| Friday | 08.30-12.30 | 13.00-16.00 | 7 |

Timetable of services normally in operation

| Godalming Dial-a-Ride (2nd vehicle used on Wednesdays and Thursdays) | |
|---|------------------------------------|
| SCC school contract | 7.30am – 9.00am |
| Dial-a-Ride services | 9.00am – 2.45pm |
| SCC school contract | 3.00pm – 4.00pm |
| Haslemere Dial-a-Ride | |
| SCC day centre contract | 8.30am – 9.30am |
| Dial-a-Ride services | 9.45am – 3.30pm |
| SCC day centre contract | 4.00pm – 5.00pm |
| Cranleigh Dial-a-Ride (no Dial-a-Ride services on Fridays) | |
| SCC school contract | 7.30am – 8.45am |
| Dial-a-Ride services | 9.15am – 2.30pm |
| SCC school contract | 3.00pm – 4.15pm |
| Farnham Demand Responsive Transport (2nd vehicle used on Thursdays and Fridays) | |
| SCC school contract | 7.30am – 9.15am |
| Demand Responsive Transport services | 9.30am – 2.45pm and 4.15pm -5.00pm |
| SCC school contract | 3.00pm – 4.00pm |

Dial-a-ride services are extended during school holidays to cover the period 9.00am to 4.00pm. There are several SCC Contracts undertaken at 'peak times' on dedicated vehicles which do not provide dial-a-ride services.

APPENDIX ONE

MONITORING SCHEDULE

The standard of the service will be formally monitored throughout the period of the Agreement to ensure that the requirements of the Agreement and the service standards are being met. The following schedule sets out the functions in the service to be monitored, how and the frequency.

| FUNCTION | HOW | FREQUENCY |
|---|--|-----------|
| Provision of training for all staff and volunteers in accordance with the Quality Assurance standards of the Agreement | Hoppa to keep under review and monitor | Quarterly |
| Hoppa to seek and apply for additional funding for project work and core services – Report back on progress and lessons learned | Hoppa and Council to keep under review and monitor | Quarterly |
| PERFORMANCE INDICATORS – for the Dial-a-Ride Response Service | | |
| Cost per passenger trip – against overall cost of the service – explain any variances | Hoppa to report to Council | Quarterly |
| Cost per passenger trip – against the funding provided by the Council – explain any variances | Hoppa to report to Council | Quarterly |
| Number of registered service users and number of new users | Hoppa to report to Council | Quarterly |
| Total passenger trips | Hoppa to report to Council | Quarterly |
| Passenger trips involving wheelchair users | Hoppa to report to Council | Quarterly |
| Number of cancellations and reasons why | Hoppa to report to Council | Quarterly |
| Average miles per passenger trip | Hoppa to report to Council | Quarterly |
| Number of refusals and reasons why | Hoppa to report to Council | Quarterly |
| Age profile of membership | Hoppa to report to Council | Quarterly |
| Total number of fulltime equivalent drivers for the dial-a-ride service | Hoppa to report to Council | Quarterly |
| Dial-A-Ride Revenue for the year | Hoppa to report to Council | Quarterly |
| Total cost of Dial-A-Ride scheme | Hoppa to report to Council | Quarterly |
| Direct transport expenditure | Hoppa to report to Council | Quarterly |
| Details of transport repair and maintenance | Hoppa to report to Council | Quarterly |
| Record the age profile of vehicles and produce a vehicle replacement plan | Hoppa to report to Council | Quarterly |
| Provide liquidity ratios | Hoppa to report to Council | Quarterly |

| | | |
|--|---|-------------------|
| Completion of customer satisfaction survey | Hoppa to undertake and report outcomes to Council | Regular Intervals |
|--|---|-------------------|

SIGNED by **PAUL WENHAM** for and on)
behalf of **WAVERLEY BOROUGH COUNCIL**)
in the presence of:-)

SIGNED by ANDREW CARRINGTON for)
and on behalf of **WAVERLEY HOPPA**)
COMMUNITY TRANSPORT)
in the presence of:-)