

Dated _____ 2012

WAVERLEY BOROUGH COUNCIL

-and-

FARNHAM MALTINGS ASSOCIATION LTD

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) Farnham Maltings Association Ltd (registered under company number 954753 and registered charity number 305039) whose registered office is situated at The Maltings, Bridge Square, Farnham Surrey GU9 7QR ("The Maltings") acting by its Chair of Trustees – AH Baxter

1. Authorised Representatives

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

The Council: Kelvin Mills, Head of Community Services
The Maltings: AH Baxter – Chair of Trustees

2. Object of Agreement

The Council wishes for The Maltings 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 The Maltings

In carrying out this Agreement The Maltings 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. The Maltings' Obligations

The Maltings 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").
- 6.2 to comply with the relevant requirements of any provisions of any statutes byelaws and regulations affecting the Service.
- 6.3 to obtain the Council's prior written consent to the form of all advertisements affecting the Service.

7. Performance Information and Quality Control

- 7.1 The Maltings shall maintain proper records of those items specified in Appendix 1 and 2 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. The Maltings shall provide such other information at such intervals as the Council may reasonably require
- 7.2 The Maltings shall supply to the Council by 31 January in each year budget estimates for the next financial year.
- 7.3 The Maltings shall maintain a proper set of financial accounts of its activities in such form as may be agreed between the Parties to suit the Council's reasonable requirements and shall arrange for the accounts to be audited annually in a manner approved by the Council. 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 The Maltings 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 The Maltings shall be responsible for establishing and operating a process for obtaining Service Users' views of the Maltings Outreach Service being provided and an analysis of the outcomes of this process.
- 7.6 The Council shall monitor and review the performance of The Maltings 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 The Maltings 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 The Maltings shall comply with that request as soon as is reasonably practicable.

8. Policies, procedures and principles

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

- 8.1 Complaints Procedure – The Maltings must have a written complaints procedure. The Maltings will record all complaints of any nature, received from whatever source, in a register kept for that purpose. The Maltings shall supply a copy of the register of complaints at such times as the Council may specify.
- 8.2 Equal Opportunities – The Maltings shall operate an Equal Opportunities Policy for the purposes of the Service.
- 8.3 Health and Safety – The Maltings 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 – The Maltings shall comply with the requirements of the Data Protection Act 1998.
- 8.5 Safeguarding Children and Vulnerable Adults Policy – The Maltings 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 The Maltings unless the Council otherwise agrees in writing

10. Insurance and Indemnity

- 10.1 The Maltings 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 The Maltings 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, The Maltings 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 5 million pounds respectively in respect of any one claim; from time to time The Maltings 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 Maltings Outreach Service (as hereinafter defined in the Schedule of the Principles of Agreement) in accordance with the detailed Specification in Appendix 2, in any one financial year subject to paragraphs 11.2 and 11.3 below.

11.2 The annual sum by the Council to The Maltings for the Maltings Outreach Service for the period from 1 April 2012 to 31 March 2015 will be £32,490. The funding will be subject to annual review and Council approval in February each year, as part of its budget setting process. The Maltings will not be required to reapply for funding during the period of the Agreement.

11.3 The Council will make payments direct to The Maltings. 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 The Maltings.

11.4 The Maltings agrees with the Council to repay to the Council on a pro rata basis the sum payable under paragraph 12.2 above less any deductions which are agreed by the Parties in the event that this Agreement is terminated in accordance with clause 15 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 The Maltings 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 Where a Party is failing to carry out its obligations under the Agreement the other Party may terminate this Agreement upon giving to the other 28 days' notice in writing.

13.4 The Council shall be entitled to terminate this Agreement with immediate effect where The Maltings has committed a criminal offence.

14. Disputes and Mediation

14.1 The Council and The Maltings 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 The Maltings 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 default or termination procedures
- 14.4 If the Parties are unable to settle the dispute by 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 The Maltings' 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 the Chairperson and Treasurer of the Board of Trustees, the Manager(s) of The Maltings 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 Maltings Outreach 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 Maltings Outreach Service to be provided to its Service Users.

1. THE RELATIONSHIP

- The Council is committed to working in partnership with The Maltings in order to give the best possible cultural Service to the citizens of Waverley. The Council aims to create a climate of co-operation in which The Maltings can develop and make real contributions to improving the quality of the The Maltings Outreach.
- The Council recognises and wishes The Maltings to recognise that it shares an interest in delivering the specified Service to the required quality. To this end the Council and The Maltings 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:
Charlotte Hall, Community Development Officer (Arts)
Direct telephone: 01483 523390
Email: charlotte.hall@waverley.gov.uk

Meetings will be held between the Council and The Maltings 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:
Gavin Stride, Director
Direct telephone: 01252 745400
Email: gavin.stride@farnhammaltings.com

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

- Provide the information set out in Appendix 1 and 2 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

The Maltings will operate its core service to the requirements of the Arts Council England.

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 Arts Council England.

4. FUNDING ARRANGEMENTS

Waverley Borough Council will provide funding of £32,490p.a. to The Maltings for the Maltings Outreach Service in the following quarterly instalments:

| | | | |
|----------------|-----------|----------------|-----------|
| 1 April 2012 | £8,122.50 | 1 July 2012 | £8,122.50 |
| 1 October 2012 | £8,122.50 | 1 January 2013 | £8,122.50 |
| 1 April 2013 | £8,122.50 | 1 July 2013 | £8,122.50 |
| 1 October 2013 | £8,122.50 | 1 January 2014 | £8,122.50 |
| 1 April 2014 | £8,122.50 | 1 July 2014 | £8,122.50 |
| 1 October 2014 | £8,122.50 | 1 January 2015 | £8,122.50 |

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

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

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 SUPPORT FROM THE COUNCIL

Not applicable.

6. OTHER SOURCES OF FUNDING

The Council will expect The Maltings to try to secure funding from alternative sources for its outreach.

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

The Council aims to achieve the following in its relationship with The Maltings:

- 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 The Maltings, subject to those requirements not being in breach of service user's confidentiality.
- jointly develop ideas concerning the The Maltings Outreach Service.
- adopt a reasonable approach when discussing genuine problems.
- make decisions in an appropriate and timely way.
- provide accurate information as agreed.
- share values and beliefs and put them into action.
- help the development of the The Maltings Outreach 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 Maltings website from www.waverley.gov.uk/grants and other appropriate pages on its website.
- Represent the aims and objectives of The Maltings in local partnership networks and promote the work of The Maltings and its services as appropriate.
- Commit to the principles of the Surrey Compact Funding Code.
- Attend The Maltings board meetings and AGM where appropriate. The Head of Service will attend the meetings and if he/she is not available a nominated officer will attend.
- Promote and champion the service provider internally to Managers and Councillors, with the purpose of raising the profile of the organisation and the service it provides to the community in Waverley.

The Council expects The Maltings to:

- deliver the The Maltings Outreach Service within the agreed price and 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 Maltings Outreach in ways that are beneficial to Service Users.
- be committed to promoting the positive achievements of the relationship.
- be honest and accurate in terms of all information provided and financial transactions.
- facilitate the ongoing monitoring of the The Maltings Outreach 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.
- Provide an annual plan of activities for the Maltings Outreach Service.

SERVICE EXPECTATIONS AND STANDARDS

a) Core Service Requirements Funded Under the Agreement

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

The aims of the The Maltings Outreach Service to which The Maltings adheres to are as follows:

- a) Provide a range of outreach opportunities from Farnham across the four major settlements in the borough, namely Farnham, Godalming, Haslemere and Cranleigh, in association with the Community Development Officer (Arts).
- b) Identify new relationships and ways of working to increase the impact and range of its outreach cultural activities and museum service in Waverley.
- c) Provide new ways of reaching new audiences in new places.
- d) Encourage and integrate young people within its activities.

b) Service Specification

The service provider's catchment area shall be the borough of Waverley.

2.1 Communities

- a) Develop new outreach activities with and for communities living in Farnham, Haslemere, Godalming and Cranleigh
- b) Build new partnerships and collaborations across the Borough to ensure work reaches news audiences and benefits the wider communities of Waverley
- c) Improve the quality of life for vulnerable residents by delivering targeted outreach arts projects with and for socially excluded groups e.g. older people, low income families, travellers, carers, young people.
- d) Work with the Council to attract further cultural investment to the Borough

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 | The Maltings to keep under review and monitor | Quarterly |
| The Maltings to seek and apply for additional funding for project work and core services | The Maltings to keep under review and monitor | Quarterly |
| Cost of delivering outreach service | The Maltings to keep under review and monitor | Six monthly |
| Work with the Council to attract further cultural investment to the Borough | The Maltings and Council to keep under review and monitor | Quarterly |
| The Maltings Outreach Service – Performance Indicators | | |
| Youth theatre – attendance numbers, performances delivered, sessions supported – establish how many ??? | The Maltings to report to Council | Quarterly |
| Workshops – sessions delivered, attendance numbers in the Council’s priority wards - target (number??) sessions (number attending???) | The Maltings to report to Council | Quarterly |
| Producing theatre – number of new commissions, touring venues – target 1 commission per year, touring venues 4 | The Maltings to report to Council | Quarterly |
| Number of formal complaints received | The Maltings to report to Council | Quarterly |
| Completion of customer satisfaction survey | The Maltings to undertake and report outcomes to Council | Annually |

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

SIGNED by **AH BAXTER** for)
and on behalf of **FARNHAM MALTINGS**)
ASSOCIATION LTD in the presence of:-)