

APPENDIX A

VALE OF WHITE HORSE DISTRICT COUNCIL

PARTNERSHIP GRANTS - SERVICE LEVEL AGREEMENT

THIS AGREEMENT is made the 1st day of December 2009 between *Abingdon Performing Arts Group Enterprise (APAGE)* (“the Organisation”) of c/o Mr Malcolm Ross, Treasurer, 44 Shelley Close, Abingdon, Oxon, OX14 1PR and **Vale of White Horse District Council** (“the Council”) of Abbey House, Abbey Close, Abingdon, Oxon, OX14 3JE

Recitals

- (1) The Council is the Local Authority for the area in which the Organisation operates.
- (2) The Council has the statutory power to offer grant assistance to the Organisation under section 2 of the Local Government Act 2000 (the power to promote economic, social and environmental well being).
- (3) The Council considers it reasonable and appropriate in exercising the above powers to offer grant assistance to the Organisation for the period of the agreement.
- (4) This is a Service Level Agreement and is not intended to create a legally binding contract between the parties but is intended to regulate the relationship between them.

1 Parties

The parties to this agreement are the Organisation and the Council and this agreement is personal to them.

2 Object and Grant

The object of this agreement and the grants to be made (with or without conditions) by the Council to the Organisation is the object and grant sum set out in Schedule 1 below .

3 Status of the Agreement

This agreement is not legally binding on the Council or the Organisation but sets out the expectations of the parties over the period of the agreement but both parties recognise that as this agreement is not a contract the grant arrangements may finish earlier.

4 Period of the Agreement

The parties intend that grant assistance will be given to the Organisation for up to the period of years set out in Schedule 1 below subject to the right to terminate these arrangements as set out in paragraph 14 below.

5 The Parties Obligations

The Organisation agrees to provide the services set out in Schedule 2 subject to the grant conditions and the Council agrees to make the grant payments in accordance with the said Schedule 3.

6 Status of the Organisation

The Organisation is not an agent of the Council, but a significant partner that enhances the delivery of the Council's relevant Strategies set out in Schedule 1 below.

7 Management of the Organisation

The status and management arrangements of the Organisation are set out in Schedule 1 below.

8 The Parties' Representatives

The lead officers for the Council and the Organisation are identified in Schedule 1 below along with their respective responsibilities. The Organisation and their Lead Officer will be expected to comply with all reasonable requests in relation to the delivery of the services from the Council via their Lead Officer but if there is any dispute over the reasonableness of any request then any dispute may be resolved in accordance with paragraph 14 below.

9 Staffing

The Organisation may employ staff to assist in the provision of the services but will be expected to comply with the Health and Safety at Work legislation and provide a safe system of work for their staff.

10 Health and Safety

The Organisation will be expected to comply with the Health and Safety at Work and Child Protection legislation when delivering the services. In particular the Organisation will carry out risk assessments and take all measures to ensure the health and safety of those receiving the

services in accordance with their health and safety statement, a copy of which has been provided to the Council.

11 **Statutes and Human Rights**

The Organisation will be expected to comply with all relevant statutes and regulations related to their status and the Organisations objects and will also be expected to comply with all relevant statutes and regulations relating to the delivery of the said services. In particular they will have regard to the following legislation:-

- (a) Crime and Disorder Act
- (b) Data Protection Act and the Freedom of Information Act
- (c) Human Rights Act
- (d) Race Relations Acts
- (e) Sex Discrimination Act

12 **Quality Assurance**

Both the Council and the Organisation wish to ensure the quality and effectiveness of the partnership between them. Therefore the services to be provided by the Organisation will be evaluated through feedback forms from recipients of the services which will feature in the yearly evaluation report to be submitted with each grant request as set out in Schedule 3 below.

13 **Insurance**

The Organisation will be expected to maintain insurance to the respective sums set out in Schedule 1 below during the period of this agreement.

14 **Dispute Resolution**

In the unlikely event of a dispute between the Council and the Organisation relating to the interpretation of this agreement or the delivery of the services, both parties will use all reasonable endeavours to resolve the dispute at a meeting to be held between the Lead Officers mentioned in paragraph 7 to Schedule 1 below or another nominated representative from each party. If the dispute cannot be resolved within one month of the said meeting then the parties may refer the dispute to the mediator referred to in Schedule 1 below for the purposes of resolving the dispute. But, it is acknowledged between the parties that they have the right to bring the grant arrangements to an end in accordance with paragraph 15 below.

15 **Review, Renewal, Variations and Cessation**

- (a) At the date of this agreement both parties anticipate the grant arrangements will continue for the full period of the agreement.
- (b) But the parties recognise that their corporate objectives and financial position or the needs of those living or visiting the area may change which may affect the delivery of the services or the continuation of the grant arrangements. The parties will before the end of each financial year review the delivery of the services and decide whether or not the grant arrangements should continue for a further year.
- (c) If both parties are agreed that the services should be delivered in the following financial year then the Council will pay to the Organisation the following year's grant in accordance with Schedule 3 below.
- (d) Any variations to the services to be delivered shall be agreed in writing between the parties.
- (e) If at any time either party decides that the services should not be delivered by the Organisation for the remainder of the period of the agreement then they will give to the other party the required notice to bring to an end the grant arrangements set out in this agreement.

16 **Special Matters**

The Council and the Organisation have agreed to deal with the special matters listed in Schedule 1 below in the way set out in that Schedule.

Schedule 1

1. **Object of the Grant**

To support Abingdon Arts Festival

2. **The Grant**

£3,000

3. **Grant Conditions**

There should be a minimum of three quotes for the printing of the festival brochure.

The support of VOWHDC should be acknowledged in all publicity.

4. **Period of Agreement and Commencement Date**

The agreement will continue for a period of three years and will commence on 1 January 2010

5. **Relevant Council Strategies**

Corporate Strategy, Community Strategy

6. **Management of the Organisation**

Constituted body with management committee of six volunteers elected annually

7. **Lead Officers and their Responsibilities**

Lorna Edwards, Community Strategy Officer, Vale of White Horse District Council
Malcolm Ross, Arts Festival Coordinator/Treasurer

8. **Insurance Sums**

Public and Employers Liability (details to follow)

9. **Mediator**

Oxfordshire Stronger Communities Alliance or its appointed representative

10. **Required Notice**

Six months

11. **Special Matters**

The council will be advised of estimated printing costs for annual event brochure prior to order being placed for printed brochure

Schedule 2

Service Objectives and Specifications

1. Bringing arts to a wider audience in Abingdon
2. Encouraging participation in arts
3. Providing focus to professional and amateur arts groups

The Services

Annual arts festival with a programme agreed in consultation with the council, with every household in Abingdon, Radley, Cumnor, Sutton Courtenay, Marcham, Wootton, Drayton, Shippon and Cothill receiving a brochure.

Schedule 3

Financial and Resourcing Arrangements

APAGE will apply for the annual grant following an annual monitoring meeting in November of each year

Monitoring Arrangements

1. APAGE will attend an annual monitoring meeting with the Council's contact officer
2. APAGE will provide a copy of the annual report and accounts to the Council and an invitation for the Council's contact officer to its Annual General meeting
3. The availability of APAGE staff (by prior appointment) to meet with Council officers and/or councillors as required

Declaration

We (as the undersigned) hereby agree to the terms set out in this agreement

Signed on behalf of the Organisation

..... (Signature)

..... (name printed)

..... (position)

Signed on behalf of the Council

..... (Signature)

..... (name printed)

..... (position)

Equality and diversity charter

This Charter sets out how community and voluntary organisations receiving funding from the Vale of White Horse District Council will help to build and safeguard a fair, open and compassionate community.

At the Vale of White Horse District Council, we are committed to delivering our services to residents and valuing our employees equally, irrespective of their ethnicity, gender, age, religion or belief, disability, sexual orientation or any other irrelevant factor.

Providing our services and employment opportunities in an equal way does not mean treating everybody in the same way. It means that we recognise and value difference and respect our staff and service users as individuals. We therefore strive to provide our services and employment opportunities in ways which meet people's needs in a positive and proactive way.

Any projects receiving funding from the Council will need to be delivered in a way that reflects these principles. Full details about the Council's approach to promoting equality and diversity are set out in its Equality and Diversity Scheme. A copy, along with a summary version, are available on the Council's website (with hard copies available upon request) – www.whitehorsedc.gov.uk.

The Council also expects grant recipients to act within the law (details about relevant equalities legislation are outlined in the Council's Equality and Diversity Scheme).

Grant recipients will need to inform all their relevant staff/volunteers/trustees about this Charter so they are clear about their responsibilities.

If they are using Council funding to help fund a new post, the Council will expect them to go through a fair and open recruitment process.

In addition, where appropriate, organisations may decide to do one or more of the following to improve access to their services and/or employment opportunities:

- take part in training to further strengthen their understanding of equality and diversity issues
- check that their services are accessible by monitoring how people are using them according to their ethnicity, disability, gender and age

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- check that their services are accessible by monitoring how satisfied people are with them, according to their ethnicity, disability, gender and age

If our application is successful, we,

_____, [the voluntary or
community group/organisation receiving Council funding] will adhere to this
Charter.

Signed _____ Date ____/____/____

For more information about the Council's equality and diversity work, please contact Katharine Doherty (Equalities Officer) on 01235 520202 extension 407 or email katharine.doherty@whitehorsedc.gov.uk. She can also help your organisation or group if you need any further advice about how to implement this Charter.