



SERVICE LEVEL AGREEMENT

**Between CELL Big Local
Partnership and
Lynemouth Community
Trust**

CELL Big Local

**CELL Big Local - Locally Trusted Organisation
(LTO)**

Signature: _____

Signature: _____

Position: _____

Position: _____

Date: _____

Date: _____

Signature: _____

Position: _____

Date: _____

INTRODUCTION

The purpose of this Service Level Agreement (SLA) is to describe the key services to be provided and the quality standards we have agreed in terms of service delivery.

This Agreement sets out

- the services to be provided
- the overall standard to achieve in the provision of services

Please refer to Schedule 1 for a breakdown of the services.

FUTURE REVIEWS AND AMENDMENTS TO THIS SERVICE LEVEL AGREEMENT

The SLA remains valid until superseded by a revised agreement, which has been endorsed by relevant signatories from both parties.

Changes made to this agreement will be signed off by all parties. This agreement is subject to funding being received from Local Trust. Local Trust is the corporate trustee of the Big Local Trust – the independent trust that funds Big Local.

REPORTING REQUIREMENTS

The service provider is required to report back to CELL Big Local / LTO on how the funding has been spent. The report must include details of those who have benefitted and include details such as:

Number

Age

Gender

Ethnicity

Disability

Evidence that participants are resident in the CELL Big Local area

The report will need to clearly show which priority/priorities are being addressed and the outcomes achieved. CELL Big Local especially would like photographic evidence that can be uploaded onto our website or used on newsletters or other such publicity (please ensure permissions are obtained). Where possible, please include quotations from those involved.

The Service Provider shall provide management reports at the intervals set out in the Funding Plan.

OPERATIVE PROVISIONS

1. Definitions and Interpretation

1.1 In this Agreement the following words and expressions shall have the following meanings:

"Service User" means CELL Big Local / LTO

"Fee" has the meaning given to it in Schedule 1.

"Invoice" shall have the meaning given to it in clause titled 'payment'.

"Services" means the services to be carried out by the Service Provider under the terms of this Agreement as are more particularly described in Schedule 1.

"Specification" means the document attached at Schedule 1 of this Agreement.

"Term" means timescale stated in Schedule 1.

"Working Day" means any day (other than a Saturday or Sunday) upon which clearing banks in the City of London are open to the public for the transaction of business during ordinary banking hours.

"Contract" means this Agreement.

“Contract Manager” shall be the person appointed by each party responsible for contract management and with delegated authority for the purpose of this Contract.

- 1.2 References in this Agreement to clause numbers and to parts of Schedules shall be construed as references to clauses of this Agreement and parts of Schedules to this Agreement as the case may be.
- 1.3 The headings to clauses are for convenience only and do not form part of and shall not affect the interpretation of this Agreement.
- 1.4 Where two or more persons are included in the expression Service Provider, the term Service Provider shall include the plural numbers and any obligation expressed to be made by or with such party shall be deemed to be made and undertaken by such persons jointly and severally.
- 1.5 An obligation on a party to this contract to do an act includes an obligation to procure that it is done.
- 1.6 Words denoting the masculine gender shall include the feminine and neuter genders and words denoting natural persons shall include corporations and firms and all such words shall be construed interchangeably in that manner.
- 1.7 Words importing the singular meaning shall include, where the context so admits, the plural meaning and vice versa.

2. Specification

- 2.1 The Service Provider shall fully comply with the terms of this Agreement and, is subject to the Specification in Schedule 1.
- 2.2 Where there is any inconsistency between this Agreement and the Specification, this Agreement shall prevail unless decided otherwise by the Contract Manager and/or the Service user and notified to the Service Provider in writing.

3. No variations to this Agreement

Notwithstanding any other term of this Agreement no deletion from, addition to or variation of the Conditions shall be valid or of any effect unless agreed in writing and signed and/or initialled by the parties.

4. Term

- 4.1 This Agreement shall take effect on between the dates stated in Schedule 1.
- 4.2 If the Service user wishes to extend this Agreement beyond the Term, it shall be entitled to do so by giving the Service Provider at least three months' written notice prior to the expiry of the agreement. If the Service user gives such notice and the Service Provider gives such consent, the duration of the Agreement and the Term shall be extended by such period as is specified in such notice.

5. Duty of Care

- 5.1 The Service Provider shall carry out and complete the Services with due efficiency, diligence, in a good and professional manner, and to a high standard.
- 5.2 If the Service Provider is unable or fails to provide the Services in whole or in part in compliance with the Contract, the Service User may, without prejudice to its rights and remedies under this Agreement and at law, itself provide, directly or through third parties, the Services in whole or in part. All costs incurred in doing so may be deducted from any sums due to the Service Provider under this Agreement or, at the Service User's option, shall be immediately recoverable from the Service Provider on demand being made by the Service user.

In such circumstances, the Service Provider will be given the opportunity to rectify the services over a period of 28 days before the step in right is exercised.

- 5.3 The Service Provider's personnel employed in and about the provision of the Services shall be properly and sufficiently qualified, trained, competent, skilled, honest and experienced and the Service Provider shall ensure that at all times they each exercise care in the execution of their duties and tasks.
- 5.4 The Service user reserves the right to recover elements of the Funding if the Service Provider fails to deliver the Services in accordance with the provisions of this agreement.

6. Non-discrimination

The Service Provider must not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination and avoid committing any act of unlawful discrimination, harassment or victimisation prohibited by the Equality Act 2010.

7. Health & Safety

The Service Provider shall comply with the requirements of any other acts, orders, regulations and codes of practice relating to health and safety in the performance of the agreement.

8. Safeguarding children and vulnerable adults

8.1 The Service Provider will have ultimate responsibility for the management and control of any Regulated Activity provided under this agreement and for the purposes of the Safeguarding Vulnerable Groups Act 2006.

8.2 The Service Provider shall ensure that all individuals engaged in the provision of those elements of the Services that are Regulated Activities are subject to relevant checks and the Service User shall monitor the level and validity of the checks for each member of staff.

8.3 The Service Provider shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that they would not be suitable to carry out Regulated Activity or who may otherwise present a risk to service users.

9. Confidentiality

You shall not use or disclose to any person either during or at any time after your engagement any confidential information about CELL Big Local or Local Trust.

10. Data Protection

As part of this agreement, you consent to CELL Big Local and their Locally Trusted Organisation (LTO) holding and processing data relating to the service being provided for legal, personnel, administrative and management purposes. Data will be managed in line with the requirements of the Data Protection Act 1998.

11. Intellectual property

If the Service User offers or makes available to you any of its copyright protected works they will be licensed to you under a Creative Commons License (Attribution-NonCommercial-ShareAlike 2.0 England and Wales - see <http://www.creativecommons.org/licenses/by-nc-sa/3.0>).

11.1 Logo - Service Providers are requested to use the CELL Big Local logo to acknowledge, celebrate, publicise and promote funded work. There are also Local Trust and Lottery logos that can be used but there are strict rules regarding their use so please seek advice. Please take care not to stretch the logos. CELL Big Local has the right to end your permission to use the logo if the service agreement is terminated.

11.2 Publicity - Service Providers are asked to promote the CELL Big Local funding on relevant literature and promotions.

12. Carrying out the Services

12.1 The Service Provider shall upon and subject to this Agreement fully carry out and complete the Services with reasonable care and in accordance with all applicable laws.

12.2 The Service Provider shall provide the Services in a manner which preserves, promotes and enhances the reputation and interests of the Service user.

13. Assignment

13.1 The Service Provider shall not, under any circumstances assign or transfer this Agreement, or any part, share or interest in this Agreement.

13.2 The Service Provider shall not without the written consent of the Contract Manager subcontract any portion of the Contract. The Service Provider shall only be allowed to subcontract such portions of the Services that he does not undertake in the course of his normal business operations and subject to the same equality and diversity requirements. Provided that, it shall be a condition precedent to any subcontracting which may occur that the employment of any sub-Service Provider under their subcontract shall determine immediately and automatically upon the termination (for any reason) of the Service Provider's employment under this Agreement.

14. Payment

14.1 The Service User shall pay to the Service Provider the Fee in full and final satisfaction of its obligations under this Agreement, in the instalments and at the intervals set out in Schedule 1. Payment shall be on submission of a valid Invoice.

14.2 Subject to the Service user being satisfied with all parts of the Invoice, the Service user shall make payment against the Invoice within 30 (thirty) days (the "Due Date for Payment").

- 14.3 In the event of the Service User failing to pay the Service Provider any sum due under the Agreement by the Final Date for Payment or the Service Provider failing to pay the Service user any sum due under the Contract, the entitlement to simple interest on the debt under the terms of the Late Payment of Commercial Debts (Interest) Act 1998 as amended by the Late Payment of Commercial Debts Regulations 2002 will accrue at the rate of 1% above Bank of England base rate. The provision under the Act and the Regulations for the payment of a fixed sum of compensation in addition to interest is waived by both parties to the Contract.
- 14.4 In consideration of the provision of the Services by the Service Provider in accordance with the terms and conditions of this agreement, the Service User shall pay the Funding to the Service Provider.
- 14.5 The Funding shall be paid subject to the achievement of the Outcomes which will be monitored on a quarterly basis (where indicated in Schedule 1). Payment of the Funding will be subject to the submission of an invoice along with a report in line with the timetable set out in Schedule 1.
- 14.6 The Service Provider shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Service User pursuant to this agreement. Such records shall be retained for inspection by the Service User for six (6) year(s) from the end of the Agreement Year to which the records relate.

15. Insurance and Indemnities

- 15.1 The Service Provider shall maintain the following insurances for the duration of the contract:
- 15.1.1 Public Liability Insurance – minimum level of £2 million
- 15.1.2 Service users Liability Insurance – minimum level of £2 million
- 15.2 The Service Provider shall hold and maintain the Required Insurances for a minimum of six (6) years following the expiration or earlier termination of the agreement.

16. Audit

- 16.1 During the Term and for a period of six (6) year(s) after the Termination Date, the Service User may conduct or be subject to an audit to verify the use of the Funding.

17. Termination by CELL Big Local/LTO

If the Service Provider:

- 17.1 without reasonable cause fails to proceed diligently with the Services or wholly suspends the carrying out of the Services before completion; and/or
- 17.2 fails to observe and perform the Agreement and the covenants, stipulations and conditions contained within; and/or
- 17.3 his servants, agents, employees or sub-contractors abuse (verbal or otherwise) the Service user's members or staff; and/or
- 17.4 fails to perform to the standards required by the Contract; and/or
- 17.5 makes application for payment for Services not carried out or not carried out in accordance with the Contract; and/or
- 17.6 becomes bankrupt or makes a composition or arrangement with his creditors or has a proposal in respect of his company for the voluntary arrangements for a composition of debts or scheme or arrangement approved in accordance with the Insolvency Act 1986; and/or
- 17.7 has an application made under the Insolvency Act 1986 in respect of his company to the Court for the appointment of an administrative receiver; and/or
- 17.8 has a winding-up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding-up passed; and/or
- 17.9 has a provisional liquidator receiver or manager of his business or undertaking duly appointed; and/or
- 17.10 has an administrative receiver as defined in the Insolvency Act 1986 appointed; and/or

- 17.11 has possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating charge; and/or
- 17.12 is in circumstances which entitle the court or a creditor to appoint or have appointed a receiver a manager or administrative receiver or which entitle the court to make a winding-up order; and/or
- 17.13 commits any other material breach of its obligations under the Contract;

The Service User may without prejudice to any accrued rights or remedies under the Agreement terminate the Service Provider's employment under the Agreement by notice in writing having immediate effect. However it is acknowledged that should the Service Provider default on a contractual term within the agreement they will be given 28 days to rectify the situation before notice is enacted. And provided that, irrespective of whether any of the events set out in clauses above has occurred, the Service user may at any time terminate this Agreement by not less than three months written notice to the Service Provider.

18. Consequences of termination

If the Service Provider's employment is determined as provided in clause 'Termination by the Service User', then CELL Big Local/LTO shall:

- 18.1 cease to be under any obligation to make further payment until after completion of the Services and until the costs, loss and/or damage resulting from or arising out of the termination of the Service Provider's employment shall have been calculated and provided such calculation shows a sum or sums due to the Service Provider; and
- 18.2 be entitled to repossess any of its materials, equipment, or other goods loaned or hired to the Service Provider if applicable and to exercise a lien over any of the materials, equipment, or other goods belonging to the Service Provider for any sum due hereunder or otherwise from the Service Provider to the Service user; and
- 18.3 be entitled to employ and pay other persons to provide and complete the undertaking of the Services; and
- 18.4 be entitled to deduct from any sum or sums which would have been due from the Service User to the Service Provider under this Agreement or any other contract or be entitled to recover the same from the Service Provider as a debt and any loss or damage to the Service user resulting from or arising out of the termination of the Service Provider's employment. Such loss or damage shall include the reasonable cost to the Service user of the time spent by its officers in terminating the Service Provider's employment and in making alternative arrangements for the undertaking of the Services; and
- 18.5 when the total costs, loss and/or damage resulting from or arising out of the termination of the Service Provider's employment has been calculated and deducted so far as practicable from any sum or sums which have been due to the Service Provider any balance shown as due to the Service user shall be recoverable as a debt or alternatively the Service user shall pay to the Service Provider any balance shown as due to the Service Provider after the exercise of this right of set off.

19. Termination by the Service Provider

19.1 The Service Provider may by notice determine the employment of the Service Provider under this Agreement if the Service user is in default in respect of any one or more of the following:

- 16.1.1 suspends the carrying out of the Services for a continuous period of at least three months, unless such suspension arises from a breach or a suspected beach of the Conditions by the Service Provider and notified by the Service user to the Service Provider; and/or
- 16.1.2 becomes bankrupt or makes a composition or arrangement with his creditors, or has a winding up order passed or a receiver or manager of his business is appointed or possession is taken by or on behalf of any creditor of any property the subject of a charge,

provided that the employment of the Service Provider shall not be determined unless the Service user has continued the default for twenty-eight days after receipt by registered post or recorded delivery of a notice from the Service Provider specifying such default.

- 19.2 In the event of the Service Provider determining the contract the Service user shall pay to the Service Provider, after taking into account amounts previously paid, such sum as shall be fair and reasonable for the value of work begun and executed.

20. Notices

- 20.1 Any demand notice or other communication required to be given in accordance with this Agreement shall, unless expressly stated to the contrary, be sufficiently served if served personally on the addressee or if sent by prepaid first class recorded delivery post by electronic mail or facsimile transmission to the registered office or last known address of the party to be served and if so sent shall, subject to proof to the contrary, be deemed to have been received by the addressee on the third business day after the date of posting or on successful transmission as the case may be.
- 20.2 Any notice to the Service user shall, unless expressly stated to the contrary, be addressed to the Contract Manager and delivered or sent to the Service user's offices at the address in the parties' details within this contract.
- 21. Severance**
If any provision of the Agreement shall become or shall be declared by any court of competent jurisdiction or by an Adjudicator or Arbitrator appointed pursuant to the Agreement to be invalid or unenforceable in any way such invalidity or unenforceability shall in no way impair or affect any other provision all of which shall remain in full force and effect.
- 22. Liability Provision**
The liability provision for the Service Provider to compensate for any proven damages is limited to the agreement value.
- 23. Governing Law**
English law shall govern this Agreement and the English courts shall have non-exclusive jurisdiction in relation to any disputes.
- 24. Contracts Rights of Third Parties**
A person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 25. Survival of this Agreement**
- 25.1 In so far as any of the rights and powers of the Service user provided for in this Agreement shall or may be exercised or exercisable after the termination or expiry of this Agreement, then the provisions of this Agreement that confer such rights and powers shall survive and remain in full force and effect notwithstanding the termination or expiry of the Agreement.
- 25.2 In so far as any of the obligations on the Service Provider referred to in this Agreement remain to be discharged after the termination or expiry of this Agreement, then the provisions of this Agreement that impose such obligations shall survive and remain in full force and effect notwithstanding the termination or expiry of the Contract.

SCHEDULE 1

AIMS OF SERVICE

To provide the Locally Trusted Organisation (LTO) function on behalf of the CELL Partnership

DESCRIPTION OF SERVICE

1) Banking and reporting

The aim of this role is to act as a channel for the funding and do basic financial administration. In this role, the LTO will administer and account for the distribution of funding locally, as directed by the partnership.

As banker they will carry out financial administration work for the Partnership, including, for example:

- Receiving funds from the Local Trust and ensuring these are entered into a separate identifiable bank account
- Making payments to the other LTO, Delivery Organisations and other organisations/ individual development worker that are commissioned through grants, loans or tendering to carry out specific projects – minimum of 5 working days following partnership approval.
- Advising on treatment of VAT
- Giving the Board and Chair regular very brief updates at meetings
- Giving the Board a short financial report every 3 months
- Liaise with the Local Trust and respond to their reporting requirements
- Preparing an annual financial report for Local Trust, based on their guidelines
- Generally identifying ways to save money and get value for money
- Other tasks reasonable within the general banker role.
- As well as other requirements for an LTO, this role will require a previous track record of efficient financial administration.

Employer

- The development worker will be employed by LCT following existing policies and procedures. Recruitment, performance appraisal and job evaluation will be undertaken jointly by LCT and the Partnership.
- Provide at its offices in Lynemouth, appropriate, desk space for the development worker, including heat, light, power and telephony (landline).
- Provide access to a centralised computer server and fully functional desktop computing facilities.
- Provide a procurement service for the development worker
- A quarterly work programme will be developed between LCT and the Partnership and line management will be undertaken by LCT.

TIMESCALES

The proposed start date to provide the LTO function is for a period of two years from the drawdown of funds following an approval of the plan.

After this period the project will be reviewed with the possibility to extend.

FEES

Payment for this service in Year One will be at 5% of the total amount handled during the year. This payment is additional to the main Big Local Award and made as a separate payment directly by the Local Trust.

OUTCOMES

This project will work towards all priorities by providing the required infrastructure for CELL to operate within.

However, there will be a particular emphasis on the strengthening communities theme.

MONITORING & REPORTING

Report dates – March 2015, June 2015, September 2015, December 2015

Ensure compliance with Biglocal Trust monitoring requirements.