

# Service Level Agreement

Between

**Hinckley & Bosworth Borough Council**

And

**RCC (Leicestershire & Rutland)**



Hinckley & Bosworth  
Borough Council

*A Borough to be proud of*



**rcc**

## 1. INTRODUCTION

- 1.1. This is an Agreement between Hinckley & Bosworth Borough Council (the “Council”) and Rural Community Council Leicestershire and Rutland, (RCC) Community House, 133 Loughborough Road, Leicester, LE4 5LQ (the “Organisation”).
- 1.2. This Agreement provides a framework for the provision, management and development of services for an agreed level of funding.
- 1.3. This Agreement will last for 36 months from April 1st 2017 to March 31st 2020 and will be reviewed annually subject to a satisfactory operational review, which will cover all aspects of the operation of this Agreement.

## 2. SERVICE SPECIFICATION

### Service Aims and Objectives

- 2.1. The Organisation will provide services to support Neighbourhood Planning in the Council’s area as defined in Appendix 1, in conjunction with the Council’s Officers in a format agreed by both parties (the “Services”). The Services will be subject to quarterly review and amended by the Council accordingly.
- 2.2. The Organisation will comply with all statutes, orders and any regulation or byelaw applicable to the performance of the Services, including without limitation the Equality Act 2010 and Children Act 2004.
- 2.3. The Organisation will endeavour to ensure that there are sufficient staff members employed with appropriate ability and training to provide the Services.
- 2.4. The Organisation is responsible for ensuring that insurance policies with a reputable company are maintained to meet legal and statutory requirements and potential claims. This will include appropriate employer’s liability and public liability to cover all reasonably foreseeable risks arising under this agreement.
- 2.5. Any change in the charitable or legal status of the Organisation will be notified to the Council immediately.
- 2.6. The Organisation will be permitted to provide specialist services using other agencies or persons. Where the provision of the specialist service is to be the usual arrangement the prior agreement of the Council is required.
- 2.7. It is accepted that the Organisation may negotiate separate contracts for the provision of specific services not included within this Agreement.
- 2.8. The Lead Officer contact at the Council will be Kirstie Rea, Planning Policy Manager.
- 2.9. It is expected that the Organisation will adopt the practices within Council policy and undertake training similar to that conducted by the Council with regards to the following:
  - Prevent
  - Safeguarding
  - Equalities and Diversity
  - Disclosure and Barring Service (DBS)
  - Information Sharing

### **3. MONITORING**

- 3.1. Quarterly review meetings will be held to review progress towards achieving agreed outputs and outcomes (“Review Meetings”).
- 3.2. Payment of the Funding (defined below) will be in accordance with clause 5.2 and subject to satisfactory performance and the Organisation complying with this agreement, including properly preparing for and attending the Review Meetings.
- 3.3. The Organisation shall be responsible for providing documentary evidence of performance/progress.

### **4. CONTACTS FOR THE AGREEMENT**

- 4.1. For this Agreement the contacts for liaison arrangements will be the persons occupying the posts of:

Strategic and Community Planning Officer - Hinckley & Bosworth Borough Council  
Presently – Edwina Grant

Director of Operations - RCC (Leics & Rutland)  
Presently - Sam Howlett

### **5. FINANCIAL ARRANGEMENTS**

#### Responsibilities of the Organisation

- 5.1. The Organisation will allow reasonable inspection of financial records and minute books by officers of the Council, if requested, with 7 days notice in writing.
- 5.2. The Organisation will acknowledge the Council’s financial support in the Annual Accounts, reports and on all material used for publicity purposes relating to the Services and correspondence, with agreed standard wording.
- 5.3. The Organisation will demonstrate the proper conduct of its affairs, both general and financial, and that proper books of accounts are kept and audited annually, in compliance with charitable and company law and regulatory requirements.
- 5.4. The Organisation will notify the Council if, for any reason, the Services cannot be provided and return to the Council such part of any funding already given as the Council may determine having regard to the Organisation’s continuing commitments during a period of reduced service provision.

#### Responsibilities of the Council

- 5.5. The Council will provide the Funding for the Services, as agreed annually and to notify the Organisation of the level of funding by 1st March of the preceding financial year.
- 5.6. The funding (the “Funding”) for 01/04/17 – 31/03/18 will be £40,000.00
- 5.7. The Funding for 01/04/18 – 31/03/19 will be £40,000.00

- 5.8. The Funding for 01/04/19 – 31/03/20 will be £40,000.00
- 5.9. Payment of the Funding will be made to the Organisation in three annual payments upon the agreed service specification at Appendix 1.
- 5.10. The Council will endeavour to give as much notice as possible to the Organisation of any changes in the funding methods.
- 5.11. The SLA will be agreed and signed by both parties.
- 5.12. Once the SLA is signed the Organisation will invoice the Council for the first annual payment, the terms of which being that payment is made for the full amount within a period of 30 days from the date of invoice.
- 5.13. The Organisation will invoice the Council for the second annual payment on or before the 1<sup>st</sup> March 2018, the terms of which being that payment is made for the full amount within a period of 30 days from the date of invoice.
- 5.14. The Organisation will invoice the Council for the third annual payment on or before the 1<sup>st</sup> March 2019, the terms of which being that payment is made for the full amount within a period of 30 days from the date of invoice.

## **6. COUNCIL'S CORE VALUES**

- 6.1. The Organisation is deemed to have knowledge of the Council's Priorities and Equal Opportunities Policy and will comply with the same to the satisfaction of the Council.

## **7. PENALTIES**

- 7.1. If the Organisation is in breach of its obligations under this Agreement, the Council reserves the right to:

Serve a notice on the Organisation to remedy the breach on such terms and within such reasonable time stipulated in the notice, which shall be no longer than 6 weeks;

or

Terminate this Agreement upon service of a notice of termination in writing, to expire not more than 6 weeks from the date of the above notice.

- 7.2. If the Agreement is terminated, then the Council shall be entitled to a refund of monies and the Organisation shall forthwith pay to the Council either:

A sum equivalent to a pro-rata refund of the Funding or part of the Funding proportionate to the unexpired period for which the Funding or the instalment of the Funding thereon was paid;

Or the actual unspent amount of funding, whichever sum shall be the greater.

- 7.3. In the event of termination of this Agreement, the Council will take into consideration any winding up costs which may be incurred by the organisation.

## 8. ARBITRATION

8.1. If any disagreement should arise between the parties relevant to their respective obligations under this Agreement upon any matter, which cannot be resolved through routine liaison or review, then either party may ask for it to be referred to and finally resolved by the appointed arbitrator. The arbitrator for the purpose of this Agreement shall be the Director of the Council.

## 9. SIGNATURES

9.1. Without prejudice to any other term of this Agreement, no omission from addition to or variation of these terms and conditions shall be valid or of any effect unless it is agreed in writing and signed by the authorised officer of the Organisation and Council.

## 10. LAW

10 This Agreement shall be governed by the laws of England and Wales and any dispute arising under this Agreement shall be subject to the exclusive jurisdiction of the Courts of England and Wales



Signed by:

Name: Robert Parkinson

Date: 16.6.17

Position: Director Environment and Planning

For and on behalf of Hinckley & Bosworth Borough Council

Signed by:



Name: Samuel Howlett

Date: 22/05/2017

Position: Director of Operations

For and on behalf of Rural Community Council (Leicestershire and Rutland)

## APPENDIX 2 – Prevent

### Counter Terrorism and Security Act 2015

Section 26 of the Counter Terrorism and Security Act 2015, places a duty on “specified authorities” **(including Hinckley and Bosworth Borough Council)** to have **“due regard in the exercise of their functions, to the need to prevent people from being drawn into terrorism.”**

Section 29 of the same Act has enabled the Secretary of State to issue guidance, which “specified authorities” **(including Hinckley and Borough Council)** must have regard to in carrying out their duties.

As a Local Authority, Hinckley and Bosworth Borough Council has a statutory responsibility to:

- Ensure that frontline staff, including those of our contractors, have a good understanding of Prevent, are trained to recognise vulnerability to being drawn into terrorism, and are aware of our local reporting and referral arrangements.
- Ensure that publicly owned venues and resources do not provide a platform for extremists, and are not used to disseminate extremist views. This includes ensuring IT equipment available to the general public, has the appropriate filtering solutions in place that inhibit access to terrorist and extremist material.

The Guiding Principles set out in Chapter 6 of the Government’s Prevent Duty (as amended from time to time) shall be deemed to be incorporated into this agreement and the Organisation undertakes to use its best endeavours to ensure that those Principles are upheld in the carrying out of this contract.