



Notice of meeting of

Loans and Grants Scrutiny Review Task Group

To: Councillors Steward (Chair), Potter and Runciman

Date: Wednesday, 18 December 2013

Time: 5.00 pm

Venue: The Thornton Room - Ground Floor, West Offices (G039)

AGENDA

1. Declarations of Interest

At this point Members are asked to declare:

- Any personal interest not included on the Register of Interests
- Any prejudicial interests or
- Any disclosable pecuniary interests

which they may have in respect of business on this agenda.

2. Exclusion of Press and Public

To consider excluding the public and press from the meeting during consideration of Appendix 2b to agenda item 5 (Loans and Grants Scrutiny Review Draft Final Report) on the grounds that it contains information relating to the financial or business affairs of any particular person (including the authority holding that information). This information is classed as exempt under Paragraph 3 of Part 1 of Schedule 12A to Section 100A of the Local Government Act 1972, as amended by the Local Government (Access to information) (Variation) Order 2006.

3. Minutes

(Pages 3 - 6)

To approve and sign the minutes of the last meeting of the Task Group held on 4 September 2013.

4. Public Participation

At this point in the meeting, members of the public who have registered their wish to speak can do so. The deadline for registering is by **5.00pm on Tuesday 17 December 2013**. Members of the public can speak on agenda items or an issue within the Task Group's remit.

To register to speak please contact the Democracy Officer for this meeting, on the details at the foot of this agenda.

5. Loans and Grants Scrutiny Review Draft Final Report (Pages 7 - 126)

This report presents the draft final report arising from the Loans and Grants Task Group scrutiny review, together with new information regarding the appropriate use of Grant Funding Agreements. The Task Group are asked to agree any further changes required to the draft final report in light of this new information.

6. Any other business which the Chair considers urgent.

Democracy Officer:

Name: Jill Pickering

Contact Details:

- Telephone – (01904) 552061
- Email – jill.pickering@york.gov.uk

For more information about any of the following please contact the Democracy Officer responsible for servicing this meeting.

- Registering to speak
- Written Representations
- Business of the meeting
- Any special arrangements
- Copies of reports

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Scrutiny Committees

The purpose of all scrutiny and ad-hoc scrutiny committees appointed by the Council is to:

- Monitor the performance and effectiveness of services;
- Review existing policies and assist in the development of new ones, as necessary; and
- Monitor best value continuous service improvement plans

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City of York Council

Committee Minutes

Meeting	Loans and Grants Scrutiny Review Task Group
Date	4 September 2013
Present	Councillors Steward (Chair), Potter and Runciman

4. Declarations Of Interest

Members were invited to declare at this point in the meeting any personal interests, not included on the Register of Interests, or any prejudicial or disclosable pecuniary interests they may have in respect of business on the agenda.

Councillor Potter declared a personal interest in relation to the Service Level Agreement for community transport services as an employee of York Wheels Ltd.

5. Minutes

Resolved: That the minutes of the Loans and Grants Task Group meeting held on 20 May 2013 be approved and signed by the Chair as a correct record.

6. Public Participation

It was reported that there had been no registrations to speak at the meeting under the Council's Public Participation Scheme.

7. Loans And Grants Scrutiny Review - Interim Report

Consideration was given to the interim report of the Task Group which had been set up to undertake a review of how loans and grants from the City of York Council to outside organisations were being monitored.

The background to the review, details of the information gathered to date, together with the review focus were set out at paragraphs 2 to 32 of the report.

Details of additional information gathered to inform the Task Groups work was reported at paragraphs 33 to 42 and outstanding information arising from the Group's meeting in May reported at paragraphs 43 to 52.

Officers confirmed that work was ongoing to update the Council's financial regulations to include a section specifically relating to grants which would include the levels of delegated authority.

Having considered the information contained within the report, Members listed the following as issues found arising from the review:

- Service Level Agreements (SLA's) lacked metrics for specific and measurable targets
- That there were numerous ways in which funding could be accessed
- CYC Departments did not use the same criteria when processing loans/grants
- There was no overarching system for applications in place and no risk assessments were undertaken.

As a result of their work on the review Members agreed that:

General

A common approach should be set for the processing of future loans and grants. This would enable a clearer and more transparent overall picture of the Council's loans and grants to be made.

Draft Service Level Agreement Template (Annex B)

To provide a corporate approach a template for Service Level Agreements should be set up together with officer guidance notes to support the process of producing an SLA, as per the newly drafted SLA template and guidance notes at Annex B of the report.

Any Service Level Agreements that made reference to other documents must always have the document attached as an appendix to the agreement.

Section 4 of the Service Level Agreement – Responsibilities of the Service Provider to include reference to risk assessment, public liability and employee insurance requirements, training and equipment, Health and Safety policies, that adequate staff are in place and that the body should advise CYC at the earliest opportunity of any problems or delays in service provision.

Website

To improve transparency, provide information on the Council's website of loans and grants made, together with information on how to make loan/grant applications to include details of those available to the voluntary and third sector.

Defaulted Loans

An examination to be made of the set up of a separate recovery route for defaulted loans, to allow the Corporate Finance Team to identify and actively monitor them. With information on the website of the default procedure and Officer involvement.

Council Plan 2012-15

Amend the Council Plan reference in the report, at paragraph 54, to confirm that the review supports all the Council Plan priorities.

Interest Rates

Include information on Interest Rates which should be applied at the market rate or better or a reason provided for any disparity. Wording to be agreed with the Corporate Finance Officer.

Proposed Officer Guidance for Issuing of Loans and Grants (Annex B1)

Amend (iii) to read 'The *final* decision to award a grant must be made by a chief officer and be recorded'.

Monitoring arrangements – to include a six monthly minimum requirement to report back to a specified named Officer or Cabinet for higher level loans. Update information to be entered onto the CYC website.

Inclusion of a requirement that organisations must also provide details of any other avenues explored for funding.

Amend all references in guidance from 'should' to '*must*'.

Points for Further Clarification

- Living Wage requirements in relation to SLA's
- Level above which any grants/loans should be considered by Cabinet/Cabinet Member
- Number of grants/loans which would require sign off by Chief Officers.

Following further lengthy discussion it was

RESOLVED: That following the above mentioned changes to the interim report and Annexes and receipt of clarification of the issues set out, copies of the final draft report be emailed to Task Group Members for agreement prior to submission to Cabinet in November.

REASON: To conclude the work of this review in line with scrutiny procedures and protocols.

Cllr C Steward, Chair

[The meeting started at 5.00 pm and finished at 6.20 pm].



Loans & Grants Scrutiny Task Group**18 December 2013**

Report of the Assistant Director of ICT & Governance

Loans & Grants Scrutiny Review Draft Final Report – Cover Report**Summary**

1. This cover report presents the draft final report arising from the Loans & Grants Task Group scrutiny review – see Appendix 1, together with new information in regard to the appropriate use of Grant Funding Agreements. The Task Group are asked to agree any further changes required to the draft final report in light of this new information.

Background & Review Objectives

2. In January 2013 the Corporate & Scrutiny Management Committee considered a scrutiny topic submitted by Cllr Healey and Cllr Runciman on how loans/grants from CYC to outside organisations were being monitored. The topic was submitted as a result of the collapse of the North Yorkshire Credit Union, for which the Committee were informed there was an ongoing investigation.
3. The Committee agreed to receive an update on the results of the investigation into the collapse of the North Yorkshire Credit Union, on its completion. However, they agreed the focus of the scrutiny review should be to look forward to provide guidance on best practice for monitoring future grants/loans provided by the Council.
4. On that basis, the Committee agreed to proceed with the review and set up this Task Group to carry out the review on their behalf.
5. Work on the review commenced in March 2013 and the draft final report attached at Appendix 1 details the information gathered and the review conclusions.
6. In concluding their work on the review the Task Group have already identified a number of recommendations (shown at paragraph 54 of the draft final report attached).

7. Information on the implications associated with those draft recommendations was subsequently sought and the following advice was provided by the Corporate Finance Manager and Deputy Head of Legal Services respectively:

Finance

The draft recommendations in the report will improve financial management and accountability for this area of expenditure.

Legal

In regard to recommendation (v) the introduction of Grant Funding Agreement (GFA) for grants over £100k, in place of a Service Level Agreement (SLA) would be beneficial to the Local Authority as it is a more robust legally binding and enforceable document. There are no legal implications associated with the remaining recommendations arising from this review. In regard to the provision of loans and grants in general, under section 1 Localism Act 2011, the Local Authority has the power to do anything that an individual may do (known as the general power of competency).

In regard to recommendation (vi), whilst providing details of grants given on the Council's website is acceptable, i.e. the amount and who it's for, it would not be appropriate to place the associated SLA or GFA in full on the website as it may contain commercially sensitive, or confidential information. The acceptable alternative to this would be to publish a summary of the agreement online containing details of the recipient, the purpose and period of the grant, the main terms of the agreement, and the agreed monitoring arrangements.

8. The legal advice raised a number of questions e.g. in what circumstance would it be more appropriate to use a GFA rather than an SLA, and what are the pros and cons of using a GFA rather than an SLA. The Task Group therefore requested this final meeting of the Task Group be convened to receive additional information ahead of the presentation of their draft final report to the Corporate & Scrutiny Management Committee.

Additional Information Provided

9. The Corporate Finance Manager has confirmed that an SLA is the approach the council would use for lower level funding or partnership working, and would choose only to create a Grant Funding Agreement for any grant over £100k – see example GFAs at Appendix 2.

10. If the Council needed to take an organisation to court for non delivery of something it had given them funding for, then a GFA would be a more water tight legal document than an SLA. However to use a GFA for every single grant would be excessive and it would be a significant strain on resources for both the Corporate Finance Team and the Legal Team.
11. Both implication officers will be in attendance at this meeting to answer any questions the Task Group may have in response to the information provided above.

Council Plan 2011-15

13. The recommendations arising from this review support all of the priorities within the Council Plan as it ensures that the Council is effective in its financial monitoring of loans and grants, which in turn supports the work of external businesses, community groups, charities and other organisations.

Options

14. Having considered the scrutiny draft final report attached at Appendix 1 the information provided in paragraphs 7 – 11 above, and any additional information provided at this meeting, the Task Group may choose:
 - i. To revise their draft final report and arising recommendations (as shown at paragraph 54 of the draft Final Report);
 - ii. Not to revise the draft final report and/or draft recommendations previously identified

Recommendation

15. Taking into consideration all of the information contained within this cover report and the draft final report attached etc, the Task Group are recommended to:
 - i. Make any changes necessary to their draft final report and;
 - ii. Agree their draft recommendations

Reason: To enable the presentation of the review draft final report to the Corporate & Scrutiny Management Committee at its next meeting on 13 January 2014, and to conclude the review in line with CYC scrutiny procedures and protocols.

Contact Details

Author:

Melanie Carr
Scrutiny Officer
Scrutiny Services
Tel No.01904 552054

Chief Officer Responsible for the report:

Andrew Docherty
Assistant Director of ICT & Governance

Report Approved **Date** 9 December 2013

Implications: Information was provided by the following Officers:

Legal – Glen McCusker
Finance – Debbie Mitchell

Wards Affected:

For further information please contact the author of the report

All

Background Papers:

See information contained within the final report attached

Appendices:

Appendix 1 – Final Report & Annexes

Appendix 2 – Grant Funding Agreement Template & Completed Example
(Example is Confidential)

Report Abbreviations:

Cllr – Councillor

CYC – City of York Council

SLA – Service Level Agreement

GFA – Grant Funding Agreement



Corporate & Scrutiny Management Committee**11 November 2013****Report of the Loans & Grants Scrutiny Task Group****Loans and Grants Scrutiny Review – Draft Final Report****Summary**

1. This report presents the review findings from the recently completed Loans & Grants Scrutiny Review, and asks this Committee to endorse the review conclusions and draft recommendations ahead of their presentation to Cabinet in November 2013.

Background to Review

2. In January 2013 the Corporate & Scrutiny Management Committee considered a scrutiny topic submitted by Cllr Healey and Cllr Runciman on how loans/grants from City of York Council (CYC) to outside organisations were being monitored. The topic was submitted as a result of the collapse of the North Yorkshire Credit Union, for which the Committee were informed there was an ongoing investigation.
3. The Committee agreed they would like to receive an update on the results of the investigation into the collapse of the North Yorkshire Credit Union, on its completion. However, they agreed the focus of the scrutiny review should be to look forward to provide guidance on best practice for monitoring future grants/loans provided by the Council.
4. On that basis, the Committee agreed to proceed with the review and set up a Task Group of the following Members to carry out the review on their behalf:
 - Cllr Chris Steward
 - Cllr Ruth Potter
 - Cllr Carol Runciman

Information Gathered

5. An initial meeting of the Task Group held in March 2013 established that the issuing of loans and grants was not overseen by the Corporate Finance Team and in most cases the decision was taken at Directorate

level with no central record of all the loans and grants made each year, other than the information recorded on the Financial Management System.

6. The Task Group considered a list of all the loans and grants made by the Council in the financial year 2012-13 and randomly chose six for further analysis and scrutiny – see a list of those below:

Description	Original value of loan / grant	Grant or Loan	Current amount O/S
Bike Rescue	30,000	loan	22,443.36
Codebreaker Ltd	2,100	loan	2,100
York Homestart	26,636.85	grant	n/a
Homelessness Strategy	325,927.78	grant	n/a
Parenting Commissioning Programmes	2,500.00	grant	n/a
Warm Homes, Healthy People	15,491.25	grant	n/a

7. In May 2013, the Task Group received detailed information on each of their chosen loans/grants as shown below:

8. Bike Rescue

This loan was provided to the Bike Rescue Project in March 2010. The full reasons for the loan were outlined in the report to Cabinet on 2nd March 2010, but in summary it was to cover a shortfall in funding to convert a former electricity sub station into a secure cycle park at Lendal Bridge. The total project cost was £300k of which £270k was funded through the Local Transport Plan.

9. The Cabinet report provided a full analysis of the potential risks and how these would be mitigated. It also set out the reasons for offering a loan rather than a grant.

10. The loan is being repaid on a monthly basis, with interest being charged at 4.43%. It is monitored by Property Services who are in regular contact with Bike Rescue.

11. Codebreaker Ltd

The loan was originally awarded in May 2007 as part of the Council's 2006/07 support to Voluntary and Community Organisations and was approved by the service manager at that time. The loan was to help with the cost of attending a Rugby Festival in France on the basis that it provided benefit as a cultural exchange and would secure the future of French teams travelling to York in future years. The monitoring

arrangements included measures to identify the number of children participating in sport and the diversity of the teams participating in local tournaments.

12. The organisation signed a loan agreement agreeing to repay the loan in 3 instalments over a 9 month period meaning the loan should have been repaid by February 2008. However, the organisation defaulted on the loan and the Council was not been able to recover the outstanding payments. The loan was written off in November 2012.
13. York Homestart
Homestart is a family support charity which works with families and children providing preventative early intervention work to reduce the risk of children becoming looked after. This activity is an integral part of the Council's multi agency strategy of Keeping Families Together and this provider works with CYC Children's Services under a funding agreement / Service Level Agreement (SLA) to deliver this.
14. In terms of monitoring, a CYC employee is on the governing board and all payments made are authorised by the Assistant Director.
15. Homelessness Strategy
The Homelessness Strategy grant is a national programme funded by the Department for Communities and Local Government. The funding covers a wide range of projects, some of which are Council run, or internal, services, as summarised in the following table.

Summary of Homeless Strategy Grants	£
Bond Guarantee Scheme - Internal	5,000
Nightstop - SASH	15,000
Foundation - Youth Worker	17,448
Howe Hill Young Persons Hostel - Internal	26,000
Mortgage Rescue Post - Internal	15,000
Mortgage Rescue Cases	15,000
Single Access Point - Internal	18,000
Yorhome - Internal	20,000
CAB Housing and Debt project	35,500
Peasholme Charity (resettlement centre)	91,019
Salvation Army Early Intervention & Prevention Team	87,992
Salvation Army -travel warrants	5,000
Keyhouse - legal assistance	5,000
meeting and training	1,200
IDAS multi-agency training	500
Severe weather	700

Homeless strategy consultation	1,500
Elderly persons leaflet / road show	300
Housing Options Worker - Internal	28,000
Total	388,159

16. Overall, the purpose of this funding is to help achieve the Council's statutory duty to the homeless. The grant was originally paid as a rough sleeper grant which was subsequently merged into a homeless prevention grant. Grants are given to various internal and external organisations to provide services that will either prevent homelessness or are directly provided to those customers who are homeless. The services provided are directed through law, Department of Communities & Local Government directives and locally by the Homeless Strategy as approved by Cabinet.
17. The main emphasis of the funding has been to reduce the number of rough sleepers and reduce the numbers of homeless living in temporary accommodation. Reports are provided to Cabinet annually to report progress and recent reports show success in both these areas. In addition, homelessness statistics are provided to Government on a quarterly basis to monitor progress and services are required to submit quarterly reports setting out the numbers of people accessing services.
18. The performance of all projects is monitored regularly and in 2010/11 this process picked up some concerns regarding the vulnerability of the CAB Bond Guarantee Scheme due to reliance on 1 staff member (e.g. at times of absence) and cost saving exercise. As a result, and following discussion with CAB, the decision was made to provide service in house and the grant funding was released to support new initiatives in Young Persons accommodation.
19. Parenting Commissioning Programme
The funding concerned is given to Relate for the 'Delivering the Storm' programme for parents of teenagers. The programme covers a need identified, in partnership with community colleagues, for sex and substance misuse education for parents of teenagers. The programme is an option for faith schools as it is perceived to focus more on relationships than 'activities'. It therefore supports the equalities agenda.
20. The funding covers 2 programmes each working with up to 20 parents. It is financially bench-marked against other parent programme delivery and is verified as delivering good value.

21. The multi-agency Parenting Steering group, which comprises local partners and providers, is consulted on the funding. The delivery partner is recognised as having particular skills and experience in this particular element of support.
22. The funding is approved by the Strategic Planning and Commissioning Manager and Parenting Programme manager under CYC financial regulations. There is an SLA for the funding.
23. The programme is monitored in the following ways:
 - For content initially, it is a nationally recognised programme, delivered by a nationally recognised voluntary organisation
 - For take-up through reports on attendance
 - For effectiveness through reports from the schools involved (3rd party evaluation).
24. This close monitoring minimises the risk to the Council along with payments being made in arrears. Identification of poor delivery would lead to measures to improve or curtail future delivery.
25. Warm Homes, Healthy People
The Warm Homes, Healthy People grant is a national programme funded by the Department of Health.
26. This grant has 2 key aims;
 - Increasing the capacity of the existing First Call Age UK 50+ (FC50+) signposting and information service.
 - To build on the network of community volunteers within the city to ensure older residents stay safe, healthy and warm by signposting to the FC50+ service.
27. There were conditions attached to the funding provided, including:
 - Ensure all care agencies, statutory & voluntary partners and community networks are aware of the 'Get Ready for Winter' checklist with a specific aim to distribute 1000 check lists.
 - Minimum of 100 Free Home Energy Audits provided to older and vulnerable people.
 - Provide and publicise checklist and contact list.
 - Increase hours of FC50+ service during extreme weather.
 - The provision of:
 - A vital shopping service, prescription collection, general monitoring and support to engage services of plumbers, etc.
 - 100 emergency packs.

- 25 emergency heaters on short term loan if boiler breaks down.
- Emergency fund to provide small loans to enable boilers to be repaired quickly.

28. The delivery is monitored by regular meetings with Age UK and specific information is provided on the targets outlined above. The allocation of the funding is agreed by a panel including representatives from Public Health, Neighbourhood Management and the Yorkshire Energy Partnership.

Analysis

29. The Task Group learnt that the process of seeking out the information on the above loans and grants had highlighted some incorrect coding which had made it difficult for the Corporate Finance Team to produce a comprehensive list directly from the finance system. Therefore, in order to be able to support the work on this review, the finance team had to review all their records of the council's loans and grants and identify and correct all the coding errors. They also agreed a common approach for the future to enable a clearer and more transparent picture of the Council's loans and grants at any given time.

30. In regard to the Codebreaker Loan referred to in paragraphs 10-11 above, the Task Group queried what steps had been taken to recover the outstanding balance on the loan, and learnt that initially numerous attempts were made by an officer in the Leisure admin team to contact the company, but on each occasion they were unable to speak to anyone. This prompted the raising of a debtors invoice on 3 September 2010 addressed to the individual at the company who had completed the loan agreement.

31. In turn, this initiated the council's debt recovery procedures i.e.:

- A reminder letter was sent out 28 days after the invoice
- On 15 October 2010 a legal letter was sent out
- On 21 October 2010 a further legal letter was sent
- The invoice was put on hold but on 1st March 2011 it was taken off hold when another letter was issued
- On 10 March 2011 the customer rang disputing the invoice – this prompted the invoice being put on hold again
- On 28 April 2011 the invoice was taken off hold and another letter issued
- This prompted the customer to ring again disputing the invoice
- In March 2012 the debt was passed to bailiffs for recovery

- In July 2012 proof of debt was received and the company went into administration which resulted in the invoice being recommended for Write off.

32. Having considered all of the information on their chosen loans and grants (as listed above), the Task Group recognised there were a number of common and recurring issues. This raised a number of questions and finance officers were charged with providing additional information on the following:

- The application and assessment process for loans and grants.
- How associate risk is assessed
- The Mechanics of setting/calculating interest rates
- The measurable targets set for monitoring outcomes
- The monitoring of loans and grants
- Debt recovery procedures, including disputes

Additional Information Gathered

33. Grants Application Process

The Task Group were aware there were numerous ways in which organisations could access grant funding from the Council and officers provided the following information on 'Community York' as an example.

34. 'Community York' is a grants fund recently created by City of York Council that brings together a number of existing funding streams for voluntary sector organisations in the city. The fund was set up to ensure that CYC investment in voluntary sector grant funding is managed in a cohesive and transparent manner which ensures the greatest impact and value for money for residents of York.

35. The fund has two distinct aims:

- Provide high quality additional services to York residents in line with the four "Community York" themes
- Support voluntary sector organisations to deliver outcome-focused services with demonstrable impact

36. The Task Group learnt there was no overarching council wide process in place for allocating and managing grants, but they were informed that work was ongoing to update the Council's financial regulations to include a section specifically dealing with grants.

37. Criteria for Awarding a Grant

The Task Group learnt that the Council no longer had a dedicated grants officer, and grants were now being issued by individual managers based on criteria they determined locally. This meant there were a number of budgets from which grants could be issued. It was also not clear from the work on the review whether the same criteria were being used across all services.

38. Risk Assessments for Grants

The work on the review identified the assessment of risk as a weakness, given there was no clear system for risk assessment. Finance officers agreed this needed to be included within the guidance being prepared and in the revised financial regulations.

39. In regard to Grants, in light of the additional information provided the Task Group agreed that all officers should follow an approved process when making a decision to award a grant. This should include carrying out risk assessments, an investigation of the financial standing of the organisation involved and approval levels and monitoring arrangements. They therefore suggested that a corporate template be developed and written guidance be disseminated to all budget managers.

40. Assessment of Loans

The Task Group noted that the Council had granted relatively few loans and in each case they were in exceptional circumstances. Also, that in the last 3 years all loans made had been agreed by Cabinet after careful consideration of whether they offered the best value, whether their purpose met the council's priorities, or if the council could instead help the organisation access other external funding. The Task Group queried whether a sufficient assessment was undertaken as to the financial viability of an organisation and whether an appropriate risk assessment was completed in each case.

41. Interest Rates

The Task Group learnt that the interest rates applied to loans were determined on a case by case basis and that the relevant rate was included in the loan agreement. For example, the loan to Yorwaste was agreed at bank base¹ rate plus 1%. The Task group noted that no formal process was in place for setting the rate

¹ Given the historically low levels of the base rate and concern with regards to state aid (borrowing below the interest rates available on the market) the Council has set a base rate floor at 1.5%. The interest rate will therefore vary as the base rate changes, ensuring the return on a loan remains in line with economic and market conditions.

42. Debt Recovery Procedures

The Task Group noted that officers follow standard council recovery procedures and individual officers are tasked with ensuring repayments are made within their area. It was agreed that this should be made explicit within the corporate template and guidance to be introduced, and full details should be included in the financial regulations.

43. Service Level Agreements (SLAs) - Standards, Quality & Criteria Applied

At the meeting in May 2013, the Task Group queried at what level SLAs were prepared, if there was a template, if measureable targets and monitoring levels were being applied etc. The Task Group also suggested that any agreements which referred to other documents e.g. performance management, should always have those documents attached as an appendix to the agreement.

44. In addition, the Task Group agreed that as with the criteria for awarding a grant (see paragraph 39 above), it would be helpful if a corporate approach was agreed, and suggested that a template together with officer guidance notes be introduced to support the process of producing an SLA.

45. As a result, the Corporate Finance team analysed all of the SLAs in place for 2013/14, looking at the standard, quality and criteria applied etc, and provided three examples for the Task Group's consideration – see Annex A.

46. The finance Team found no standard SLA in use, and the Task Group noted that individual officers were able to construct agreements that best suited their particular service area. With this in mind, and taking into consideration the views of the Task Group suggesting a corporate approach be introduced, the Corporate Finance Manager drafted a corporate SLA template together with some guidance notes for Task Group to consideration – see Annexes B & C.

47. National Best Practice

The Task Group queried best practice by other Local Authorities and received information on the following:

- Kirklees Council has a Grant Access Point (GAP) and organisations are required to register every 3 years in order to be eligible for grant funding. Once registered, however, they can apply to any council department for funding. Registration includes gathering information about the organisations aims and governance arrangements.

- Brighton Council has lots of information about who they fund and why on their website. It sets out the amounts, when agreements will be reviewed and an officer contact within the Council for each grant.
 - North Yorkshire County Council has a grants section on their website that lists the organisations receiving funding, the amount and a brief outline of the purpose of the funding.
48. The Task Group noted that each council had a widely different approach with no one method being identified as best practice.
49. Defaulted Loans & Grants
The Task Group also queried the percentage of CYC loans/grants defaulted on i.e. in the case of a loan, how many were not fully repaid, and in the case of a grant how many did not achieve the aims outlined in the grant request.
50. They learnt there was no separate recovery route on the Council's systems to distinguish write offs of loans from other debts, so it was not possible to isolate that information. They could only be identified if the name of the organisation that had defaulted was known. However officers confirmed it may be possible to set up a separate recovery route on the systems to allow the Corporate Finance Team to identify and actively monitor this information in the future.
51. Finally, in regard to the Codebreaker Loan referred to in paragraphs 11-12 & 30-31 above. The Task Group questioned the timings for each stage outlined in paragraph 31, the reasons why the invoice was put on hold and taken off hold so many times, and what the Council was expecting to happen when the account was on hold.
52. In response, the Corporate Finance Manager confirmed that the account was put on hold in an attempt to allow the organisation more time to repay the debt. At the time, officers were trying to resolve the issue without the need for legal proceedings. With the benefit of hindsight it was agreed it was not the correct way to proceed. However, it was done with the best of intentions and was considered the best way to resolve the issue and recover the loan.

Summary of Review Conclusions

53. Having considered all of the information provided in support of the review the Task Group concluded the following:

- There are numerous ways to access Council funding and the Task Group were not confident that the same criteria was being used across all services
- There is no clear system in place for assessing the risks associated to providing a loan or grant
- Interest rates on loans are being set on a case by case basis in line with best practice
- In regard to missed loan repayments, the decisions on when to progress to each stage of the debt recovery procedure appeared to be different on a case by case basis e.g. in the case of the Codebreaker Loan. The Task Group agreed those decisions should be taken at senior officer level and recorded for transparency purposes.
- Not all SLAs included input and/or output metrics which made it difficult to assess their success in achieving the aims outlined in the grant request.
- More could be done to improve transparency for the tax payer and greater use of the Council's website could be made to share information on grants provided and available to the voluntary sector.

Review Draft Recommendations

54. As a result of their work on the review, the Task Group has agreed the following draft recommendations for this committee's consideration:
- i. An agreed common approach to be put in place for coding all loans and grants on the Council's finance system to make them easily identifiable.
 - ii. In regard to New Service Level Agreements (SLA):
 - a) Where those agreements make reference to other documents e.g. performance management information, those documents must be attached as an appendix to the agreement.
 - b) A template together with officer guidance notes to be introduced to support the process of producing an SLA, in line with that shown at Annexes B & C.
 - iii. In regard to current SLAs, the new process detail above to be implemented as part of a phased approach, as and when each SLA is reviewed.
 - iv. All Loans and grants over 100k to be agreed by Cabinet
 - v. All grants over £100k to have a legally binding grant funding agreement (GFA) rather than an SLA.

- vi. The Council to make greater use of its website to share information on the loans and grants over 3k it provides, together with information on how to make loan/grant applications and details of those available to the voluntary sector.
- vii. Applications for loans should detail the applicants other attempts to find the appropriate funding
- viii. In regard to monitoring arrangement for loans – introduce a six monthly minimum requirement for reporting back on loans to a specified named officer or in the case of higher level loans, to the Cabinet.
- ix. In regard to defaulted loans:
 - a) A separate recovery route on the Council Finance system to be set up to enable the Corporate Finance Team to easily identify and actively monitor those loans.
 - b) Guidance to be given to ensure an improved understanding of the times allowed between each stage of the loan recovery process

Implications

- 55. **Finance** - The draft recommendations in this report will improve financial management and accountability for this area of expenditure.
- 56. **Legal** – In regard to recommendation (v) the introduction of a grant funding agreement for grants over £100k, in place of a SLA would be beneficial to the Local Authority as it is a more robust legally binding and enforceable document. There are no legal implications associated with the remaining recommendations arising from this review. In regard to the provision of loans and grants in general, under section 1 Localism Act 2011, the Local Authority has the power to do anything that an individual may do (known as the general power of competency).
- 57. In regard to recommendation (vi), whilst providing details of grants given on the Council's website is acceptable, i.e. the amount and who it's for, it would not be appropriate to place the associated SLA or GFA on the website as it may contain commercially sensitive, or confidential information. The acceptable alternative to this would be to publish a summary of the agreement online containing details of the recipient, the purpose and period of the grant, the main terms of the agreement, and the agreed monitoring arrangements.

58. There are no other implications associated with the draft recommendations arising from this review.

Council Plan 2011-15

59. The review supports all of the priorities within the Council Plan as it ensures that the Council is effective in its financial monitoring of loans and grants, which in turn supports the work of external businesses, community groups, charities and other organisations.

Risk Management

60. The risk to the Council of not effectively monitoring the allocation of loans and grants and their outcomes, could result in some not achieving the outcomes that were set when the grant or loan was agreed, and/or loan repayment terms not being met.

Recommendations

61. Having considered the information contained within this report, the Committee is asked to endorse the draft recommendations arising from the scrutiny review.

Reason: To conclude the work on this review in line with scrutiny procedures and protocols.

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Chief Officer Responsible for the report:

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Report Approved **Date** 28 October 2013

Wards Affected: All

For further information please contact the authors of the report

Annexes:

Annex A – Examples of Current Service Level Agreements

Annex B – Draft SLA Guidance Notes

Annex C – Draft SLA Template

Report Abbreviations:

CAB – Citizens Advice Bureau

Cllr – Councillor

CYC – City of York Council

FC50+ – First Call Age UK 50+

GFA – Grant Funding Agreement

IDAS - Independent Domestic Abuse Service

Ltd – Limited

SASH – Safe And Sound Homes

SLA – Service Level Agreement

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SERVICE LEVEL AGREEMENT 2012 - 2013

This is a three year service level agreement (SLA) between The City of York Council and Visit York Ltd. It will cover the period 1st April 2012 and end on 31st March 2015. The agreement will be reviewed annually as part of the Council's budget process.

This is an updated Service Level Agreement (SLA) between the Council and Visit York Ltd. It is designed to highlight key issues that the Council will wish to see addressed by the Board of the company, in return for a continuing agreement of financial and staffing support.

The Council is fully committed to supporting the city's collective ambition for a successful, thriving visitor economy. The Council wishes to enhance York's reputation and substance as an exemplar of good practice in relation to tourism and seeks to promote York as a "world class" city.

Through this service level agreement we will be seeking to create the environment for the continued development of tourism in York and the surrounding area. We want to ensure that tourism remains an effective and successful contributor to the York economy.

This agreement outlines Visit York's role in actively supporting investment to develop the quality of the York product, supporting the delivery of a world class culture and heritage attractions, and in the marketing of York as a destination to the leisure and business visitor, including domestic and overseas markets. The overall ambition contained within the service level agreement is for Visit York to achieve a target of 5% per annum growth in tourism earnings across the city.

PARTNERSHIP OUTLINE

Aims

1. To jointly, with the Council, set the strategic direction for the development of tourism in York
2. To maintain and develop the tourism offer of the city of York for the visitors to York and the region, for businesses and for residents of the city.
3. To ensure that tourism remains an effective and successful contributor to the York economy and to make York a vital, vibrant and world class city.
4. To encourage and facilitate transformational enhancements to York's visitor attractions, festivals and events, improvements to accommodation and hospitality provision within the city and influence inward investment.
5. To work together to secure public and private sector investment to develop the quality of the York offer, including championing investment in the public realm.
6. To pursue a sustainable, green tourism agenda for the city and its businesses.
7. To continue to develop the tourism infrastructure of York and to raise the quality of the facilities provided for all visitors.
8. To contribute to York's economy by attracting visitors to the city, play an active role in the City of Festivals initiative, and to work with the Council and businesses to strengthen the evening economy of the city.
9. To provide an ambassadorial function for Tourism in the city, working together to influence national, regional and local strategies, pursue opportunities for external funding, and working with regional and sub-regional agencies.
10. To work in active partnership with business, education, cultural organisations, and other strategic service providers to extend both the range and reach of Visit York's work.

PARTNERSHIP DELIVERY 2012 -2013

In order to achieve the aims listed above Visit York will:

- Actively support the seeking of investment to develop the quality of the York visitor offer working with York's tourism businesses event organisers and City of York Council Lead on the transformational change in the Tourism sector, benchmarking York against other world class destinations and horizon scanning for future tourism trends and initiatives
- Market York as a destination to the leisure and business visitor including domestic and overseas markets, coordinating marketing plans with CYC where appropriate
- Provide the leadership to ensure that York achieves the target of 5% per annum growth in tourism earnings and allow York to become an exemplar of good practice
- Lead and/or contribute to relevant activity as set out in the internationalisation strategy for the city – specifically, to lead the development of the business tourism offer, to help attract international and national business conferences to the city, and to contribute to the development of the city's brand and marketing messages
- Produce a balanced budget and business plan for the running of the services. This plan to be agreed annually with the Council
- Operate an accessible Visitor Information Centre for the benefit of visitors, businesses and residents in order to deliver information services to York's visitors and make best use of destination management systems
- Develop and deliver specific marketing activity that increases the tourism economy of city of York (*leisure tourism by 5% and business tourism by 5% achieving 6 major national and/or international conferences in the city and the surrounding region.*)
- Enhance the marketing, packaging and offer of signature events, evening activities and festivals
- Invest in the tourism product including developing cultural events and initiatives, in particular agreed support to the five major festivals, Illuminating York, Festival of Food and Drink, Viking Festival, Festival of Early Music and the Mystery Plays
- Provide the tourism contribution to Strategic Partnerships bodies, including York @ Large and the Economic Development Forum

- Seek external funding for specific projects, through regional or other bodies, that will secure the long-term future of York as a premier visitor destination
- Continue to grow and develop the private sector engagement with Visit York partnership, contributing to the city's business engagement activities through account management of strategic businesses in the sector, increasing the level of support and secure significant investment from other sources
- Facilitate and encourage the take up of employer-focused business support, skills development and training activities, working with the industry and partners on the promotion of careers in the tourism industry
- Provide a forum to ensure the engagement and communication with all stakeholders, businesses and service providers in tourism and related industries to support the tourism economy Celebrate the achievements of the tourism sector through an annual awards programme
- Undertake research and evaluation of the Tourism offer in the city
- Take account of the interests of residents in the development of tourism, including continuing to run the Residents Festival
- Provide input, comment and intelligence so that the Council can respond to regional and national tourism policy
- Provide specialist advice on Tourism to the council and act as the voice for the Tourism Sector in York

In order to achieve the aims listed above the City of York Council will:

- Provide grant support, as detailed below, payable in 4 instalments starting when the agreement is signed by both parties
- Ensure that Visit York is involved in consultation with, or on behalf of the Council, on matters of direct relevance to the tourism sector in the city
- Provide support, assistance and advice, through the person of the Lead Officer in the first instance
- Facilitate effective working relationships with all council departments and ensure access to potential partnership and stakeholder groups
- Second up to two existing posts related to the work of Visit York, their duties to be agreed as part of a separate secondment agreement
- Provide 3 representatives to serve on the Board of Visit York Ltd.

- Provide a senior officer of the Council (the Lead Officer) to attend Board meetings to advise and support the Council representatives in a non-voting capacity.
- Provide a reasonable level of information, advice and support to the organisation in connection with this agreement.

The organisation should contact the authorised signatory of the Council in the first instance to discuss what support may be available

OPERATION OF ACTIVITIES AND PERFORMANCE INDICATORS

Visit York will provide information to the Lead Officer so that the Council can monitor the activity/service provided by the organisation using the following performance indicators: Visit York will work towards establishing the monitoring systems in order to provide evidence detailed below:-

Type of measure	Indicator	Evidence
Quality measures:	<ul style="list-style-type: none"> • To achieve a 1% increase per annum in visitor satisfaction • Presentation of 6 monthly report to Cabinet Member • To achieve 90% of members reporting a high level of satisfaction with services • To increase the number of visits to the city by groups of people with protected characteristics as defined by the Single Equalities Act 2010 	<p><i>VY Research</i></p> <p><i>CYC report by Lead officer</i></p> <p><i>VY research</i></p> <p><i>VY research</i></p>
Objective outputs measures:	<ul style="list-style-type: none"> • To annually increase visitor spend by at least 5% of the current target • To increase the number of jobs created in the tourism sector of the local economy of York by at least 2% of the current total • To increase the use of the Visitor Information Centre 	<p><i>Regional / Visit Britain Statistics</i></p> <p><i>Employment survey</i></p> <p><i>Maintenance of records by Visit</i></p>

	<p>service by at least 5% of total current visits</p> <ul style="list-style-type: none"> • To increase private sector membership of Visit York by at least 5% of current members • To achieve an increase of at least 5% on the investment value of publicity generated through marketing and promotional activities • To account manage strategically important businesses (to be agreed with CYC) as part of the city's business engagement network 	<p>York</p> <p><i>Maintenance of records by Visit York</i></p> <p>Info from VY on agreed basis</p> <p>Input to a client management system with quarterly de-briefs with the CYC business engagement manager</p>
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Although we do not currently have all data for evaluation and monitoring we will work toward an agreed system to measure progress.

Visit York will provide the following information:

Annually

Budget and business plan
Marketing strategy, PR and Communications Plan and updates
Health and Safety Policy and report on incidents
Equalities and Diversity Policy and Action Plan
Insurance Certificate
Audited accounts
Annual operational review report
Summary of membership

Six monthly

Report to the Cabinet Member for Leisure, Culture, Tourism and Social Inclusion
An analysis of financial actual figures against budget
Copy of any promotional materials

The Lead Officer and the senior management of the Visit York will meet at least four times each year to monitor and review the agreement.

PARTNERSHIP REQUIREMENTS

Visit York Ltd. will undertake to:

1. Operate Visit York Ltd and the Visitor Information Centre in accordance with the recognised industry safety and public service standards, and, where relevant, a quality assurance programme.
2. Operate effective access and equal opportunities policies, which will give full consideration to the access needs of people with disabilities, different cultures and gender, and ensure that the Tourism offer where possible reflects their needs and integrates them fully.
3. Ensure that the funds allocated are used specifically for the provision of the agreed services and by the named organisation only.
4. Maintain appropriate insurance to cover public liability and employment liability.
5. Inform the Council of any changes to its Constitution, Management Committee or contact representative as soon as practicably possible.
6. Inform the Council of any changes to its charging policy, staffing arrangements or delivery of the service or activity as soon as practicably possible.
7. Notify the Lead Officer, or their representative, if unable to sustain the services as specified and return such part of any unspent support, allocated pro rata, as the City of York Council may determine.
8. Make provision for the inspection of the accounts by Council officers at any reasonable time, if requested, within 14 days.
9. Consult with the Lead Officer, or their representative, over any changes to partnership priorities.

10. Consult with the Lead Officer, or their representative, over staffing matters and recruitment of senior staff.
11. Keep and supply a copy of all minutes of all board meetings to the Lead Officer, or their representative.
12. Share assets where appropriate with CYC officers – particularly relevant databases and systems, as well as marketing messages and material.

In the event of Visit York committing a serious breach of its obligations under this agreement, the Council will be entitled to terminate this agreement by notice and reclaim on a pro rata basis such sum as represents all funding from the date of the breach. Any subsequent entitlement to funding will cease immediately.

In the event that the Members of the Company shall seek in a General Meeting to amend the Memorandum and Articles of Association of the Company without the consent of the Council such consent not to be unreasonably withheld and/or to remove a Director or Directors nominated by the Council without due cause, the Council will be at liberty to discontinue its support of the Company from the date of such General Meeting.

The terms of the agreement may be varied or the agreement terminated by mutual consent of the Organisation and the Council.

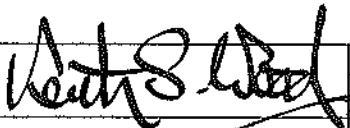
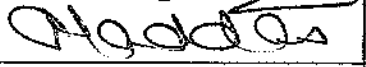
The Council's financial contribution in each financial year is subject to the budget-setting process, and funding will be in accordance with financial regulations.

The City Council's financial contribution for 2012/ 13 will be £272,310.

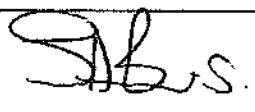
GENERAL CONDITIONS

1. The agreement will last for 3 year and end on 31st March 2015.
2. Any future level of funding and the specific service content will be renegotiated over this period in line with the review being undertaken by Visit York Board and Chief Executive. The intention is for the City of York Council to maintain funding value at current levels subject to satisfactory performance and agreement of key services rendered.
3. This agreement can be terminated by Visit York or City of York council by giving 3 months notice prior to each annual monitoring review.
4. Discussions will commence each year as part of the council's budget timetable regarding the renewal, extension or otherwise of the agreement.

SIGNED ON BEHALF OF VISIT YORK

		PRINT NAME
CHAIR		K. WOOD
CHIEF EXECUTIVE		G. RUDDAS
DATE	17/7/12	

SIGNED ON BEHALF OF THE CITY OF YORK COUNCIL

		PRINT NAME
LEAD OFFICER		SALLY BEWS
DIRECTOR	of Communities Neighbourhoods	
DATE	17/7/12	

YORK HIGH SCHOOL AND COMMUNITY SPORT PROJECT



energise

Service Level Agreement

Between

York High School



and

the City of York Council



CONTENTS

Section One	Mission, Objectives and Scope
Section Two	Roles and Responsibilities
Section Three	The Financial Arrangements
Section Four	Management and Administration
Section Five	The Agreement

Annex 1 Financial plan

Section One: Mission, Objectives and Scope

Introduction

- 1.1 This Service Level Agreement (SLA) covers the provision of the York High School and Community Sport Project (The Project). It is made between York High School (the School) and the City of York Council (the Council). It replaces the previous agreement dated December 2009. The School will exercise its responsibilities under the SLA through a governors' committee (the SCMC - Sports Centre Management Committee). The Council will exercise its responsibilities through the Assistant Director of Communities and Culture.

Mission

- 1.2 The overarching mission for the Council (Communities and Culture) is "to make lifelong learning and culture opportunities available to more people, more often."
- 1.3 The Council will monitor and measure success of its mission statement through 4 outcomes. The aim is by 2013:
- **Vibrant Places and Spaces:** Local communities will be increasingly directing their own cultural activities, enjoying high quality events, facilities and open spaces
 - **Active Lifestyles:** York will have the highest participation rates in active lifestyles of any city in the country
 - **Learning:** The level of York adults participating in informal learning opportunities will be among the best in the country
 - **A Cultural Offer for Young People:** Young people in York will tell us that the city is among the best places to live in the country
- 1.4 In order for the Project to contribute to the above 5 outcomes, the Project will aim to:
- Provide new opportunities for young people and adults to be physically active through community sport and fitness programmes targeted to meet local needs.
 - Providing target opportunities for under-represented groups to take part in sport and physical activity.
 - Support local schools to improve their PE curriculum provision and enable them to offer five hours of high quality PE and school sport each week for all students.
 - Play a key role in the development of the local sporting infrastructure, working with other schools and community sport partners to plan strategically and co-ordinate opportunities and pathways in sport.
 - Improve sporting opportunities by providing high quality facilities which are managed in line with best practice to maximise opportunities for the community to take part and progress in sport.
- 1.5 These aims will be implemented as set out in the Sports Development Plans and will reflect a number of national, regional and local strategies. For example, National

strategies; Sport England, NGB whole sport plans, Department for Health, DCSF and DCMS, Regional strategies; North Yorkshire Sport and PCT, Local strategies; Active York, Sustainable Community Strategy, LAA and York High School Sports College and Development Plans.

Scope of facilities

1.6 The following facilities are subject to this SLA terms for community use:

- reception area
- six court sports hall
- climbing centre
- dance studio
- fitness suite
- ICT teaching room
- cafe
- changing accommodation
- grass pitches
- tennis courts
- synthetic turf pitch
- community 6 lane, 25m swimming pool
- learner pool
- hydrotherapy suite
- changing village
- pool viewing area
- crèche

The service to be provided

1.7 The Project will provide facilities, sports development, marketing and promotions, health and safety, and quality control functions.

1.8 The Project will develop the use of the facilities by the general public, local schools, School Sports Partnerships, a wide range of community sports clubs and groups, CYC Communities and Culture, the Local Primary Care Trust and the Youth Service. All these partners have a role to increase participation in sport and active leisure across the city.

1.9 Access to the facilities will be available seven days a week to the general public. The schools curriculum activities will be integrated with the community programme and with some of the facilities being jointly used e.g. in the climbing hall, a school PE lesson can run along side public access. The minimum opening times of the facilities must be:

Monday to Friday	7:00 am to 10:00 pm
Saturday	8:00 am to 6:00 pm
Sunday	8:00 am to 9:00 pm

1.10 The programming of the facilities will be the responsibility of the Project who must offer a broad range of activities and sessions as detailed below:

- Pool Programme – the time-table must cater for primary school swimming lessons, public learn to swim scheme, open public swims, fun sessions, aquafit, young at heart sessions, disabled sessions and offers access to community aquatic clubs. The swimming pool programme as a community pool will offer no free access to YHS, but could be hired in line with other school bookings.
 - The hydrotherapy pool: these will be exclusively used by ACE (Adults, Children and Education) to deliver pool activities to their client base between 9am-5pm, Monday to Friday. Outside of these hours it is the projects responsibility to maximise use through offering this service to the community.
 - Fitness suite and climbing wall: these facilities must be open to the public at all times, with reduced public access when shared with YHS pupils. Memberships are sold on this basis and provide the project with a major source of income.
 - Sports hall, dance studio, ICT suite, astro, tennis courts and grass pitches: these facilities will require use by YHS to allow the PE curriculum to be delivered throughout term time. However, the time-tabling of these facilities must ensure the community has some access for the project to deliver targeted sessions in the daytime.
 - Crèche: this is to be programmed as a sessional crèche service to allow parents/guardians the ability to use the sporting facilities on site.
- 1.11 All the facilities will be available for use by the public on a pay and play basis, for attending classes with coaching or instruction, and for club bookings for coaching and competition. There will be extensive development of Study Support/out of hours activities, including school holidays, through the School Sports Partnership Programme, York High School Extended Services and school club links programmes.

The Market

Marketing and Promotion

- 1.12 The name “Energise” has been agreed by the SCMC and the Council. The naming and branding is critical to ensuring that the public perceive the facility as a publicly accessible community facility.
- 1.13 A planned marketing and promotional plan must be in place to ensure marketing spend is effective and targeted, with the use of the City of York Council logo on all promotional material.
- 1.14 A Sports Development Plan must be maintained that places significant emphasis on marketing and promotion campaigns to develop and increase participation. For example, all of the following will be used during the development of the project:
- Marketing campaigns to communicate with and promote use by identified audiences.
 - Using the School Sports Partnership Programme to develop use by partner schools.
 - Complement development outlined in the York High School Sports College Plans.

- Promoting facilities and programmes to local community groups and residents associations through the partnership with the Community Development Team to attract non-traditional sports centres users.
- Working with Adult Education to develop a wide range of courses in sport, health and fitness and coach education.
- Developing the Activity User Groups (formally the Partnership Group) to increase club use, develop new junior sports activities and promote the coach education programme.
- Working with the Primary Care Trust, the Priory Medical Centre and the *Exercise on Prescription* project to promote activities to targeted groups with health issues.
- Health Road shows and events at schools for parents and children promoting the benefits of active lifestyles
- Website and newsletters for parents and students.

Target Groups

1.15 People With Disabilities: The project will increase opportunities for people with disabilities by implementing the following measures:

- Providing access to facilities for Applefields Special School and Hob Moor Oaks Special School during curriculum time.
- Developing Study Support/out of school hours learning opportunities for special school students through the School Sports Partnership Programme.
- Developing secondary school leadership programmes to provide assistance for disability sports activities.
- Providing training and coach education to increase the number of volunteers, leaders and coaches supporting disability sport.
- Consulting with the Sport & Active Leisure, local disability partners and the Yorkshire Federation for Disability Sports to plan appropriate programmes for people with disabilities and to promote opportunities to individuals and groups.
- The facility will comply with all Sport England guidance notes regarding access by people with disabilities.
- Build on the success of achieving the Inclusive Mark from IFI (Inclusive Fitness Initiative) and ensure the criteria is continually met for reassessments.

1.16 Girls and Women: The project will develop opportunities for girls and women, and increase their participation by implementing the following measures:

- Developing effective consultation with girls through the Nike Girls in Sport project and through York High School Student Voice activities.
- Implementing curriculum changes in response to girls' views.
- Providing new opportunities and offering a wider choice of activities in PE and sport, through a girls football project, and new dance and health and fitness activities.
- Encouraging women to play sport through a Return to Sport programme linked to the Activity User Groups using the facilities.
- Increasing the number of female leaders and coaches to provide positive role models.

- Developing a female friendly community sports programme including women only sessions.
- Developing marketing campaigns that specifically target women.
- Ensuring that promotional materials reflect positive images of women and girls being physically active.

1.17 The Financially Disadvantaged: The local community area includes an area where employment is characterised by low paid and part-time work and a large part of the population rely on benefits for a significant part of their income. The SCMC will develop a pricing policy to meet the needs of families and individuals on low incomes.

1.18 Groups Identified by the Primary Care Trust: Consultation with the Primary Care Trust and the Priory Medical Centre has identified the following activities to be provided through partnership working:

- Exercise on Prescription courses for adults.
- Consultation sessions and exercise programmes targeting obese adults and adolescents.
- Exercise programmes and social interaction for the 60+ community, including Extend chair based exercise for immobile and elderly people.
- Exercise programmes targeting post-natal women and young families linked to the Sure Start programme.
- Referrals to physical activity programmes such as a Walk Your Way to Health programme, which will be based at the Project.

1.19 The role of the Leisure Centre Manager includes responsibility for marketing and promotion.

1.20 There will be significant involvement of stakeholders in this project through the Activity User Groups. This will ensure that the needs of partner groups and organisations are met.

Pricing

1.21 The Project will support the principles of the City of York Council pricing policy including the application of the YorkCard, so that the pricing scheme is complementary to that of other local authority services.

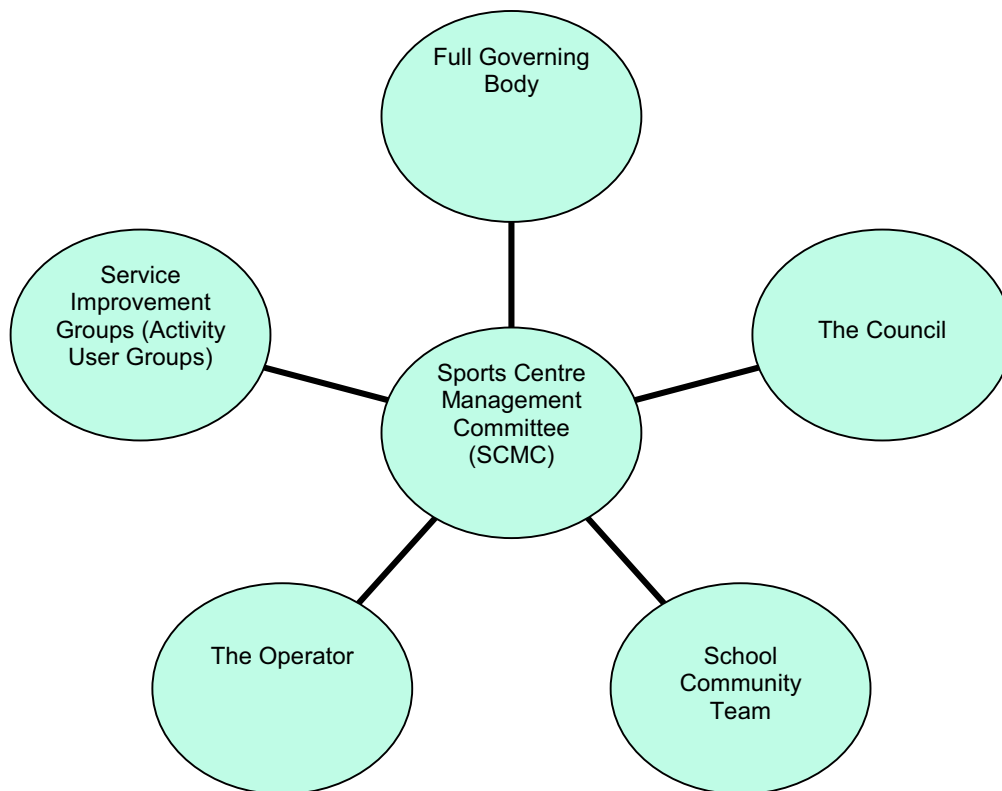
1.22 Income generation from “profitable” activities will be used to cross subsidise the Projects sports development activities and programmes aimed at increasing participation by target groups.

1.23 The project will develop a reward scheme for customer retention. Local agreements and “in kind” deals between clubs and the partnership to share resources in return of free or reduced lets can also be authorised by the facility manager.

Section Two: Roles and Responsibilities

Introduction

- 2.1 The School's Full Governing Body is legally accountable for both curriculum and community delivery and activity within the Project.
- 2.2 A sub committee called the 'Sports centre management committee' (SCMC) will have the decision making authority as agree by the full governing body. Information would be reported back to the full governing body via minutes and likewise they would feedback to the SCMC.
- 2.3 **The structure of the committee's**



The Sports Centre Management Committee (SCMC)

- 2.4 The SCMC with its delegated authority to manage and make decisions for the project, will consist of: a minimum of two school governors, the School's Head Teacher, the School's Business and Community Manager, Head of Sport and Active Leisure and the Leisure Centre Manager (the operator), or their representatives. The SCMC will meet every two months (as a minimum) in order to:
- ⇒ Make decisions in line with the committees terms of reference
 - ⇒ Ensure effective implementation of this agreement
 - ⇒ Monitor and oversee the financial arrangements for the Project and agree corrective action as necessary
 - ⇒ Receive monitoring reports on the progress of the sports development plans
 - ⇒ Oversee the performance of the operator and ensure that the terms of the Service Level Agreement are met
 - ⇒ Agree expenditure from the sinking funds
 - ⇒ Plan for future developments and investments
- 2.5 Day to day management of this project will be delegated to the operator team. The school will provide a "client function" to monitor the operator team.

The Operator Team

- 2.6 The SCMC will ensure that the Project is staffed by a high quality operator team capable of playing a proactive sports development role and having the skills to deliver a high quality service to meet the needs of the project. The operator team will be managed and led by a Leisure Centre Manager who will undertake the daily management and operation of the sports facilities and community programmes.
- 2.7 The role of the Leisure Centre Manager includes responsibility for:
- All financial control to include: income and expenditure systems, financial reports to SCMC, working directly with the school's finance team [SA1] and managing all systems to comply with CYC auditing protocols.
 - Control of the leisure centre building including access and programming of all activity areas, providing a robust system to allow PE curriculum and reasonable extra-curricular programming, health and safety procedures, maintenance planned and reactive, cleaning and quality standards.
 - Sport Development Plans for the project
 - Marketing and promotions - A planned approach to all activity as identified through a marketing plan.
 - Quality management and continuous improvement - implement and maintain systems to include complaint handling, customer satisfaction and feedback.
 - Stakeholder involvement – Communicate with all stakeholders and engage with as appropriate, lead customer forums to strategic steering groups.
 - Providing reports and information as requested by the client manager
- 2.8 The operator team must remain "quality assured" using a quality management system which has been certified or accredited, such as Quest, designed to improve organisational performance and achieve success in the following dimensions:

- Customer focus.
- Leadership.
- Employee involvement.
- Process and systems approach.
- Continuous improvement.

School Community Team

2.9 The role of the school's Community team will be to provide the SCMC reports on the performance of the operator and project. This team is led by the Business & Community Manager as "the client" and includes involvement from other school support services. This client role will include responsibility for:

- Client management of the operator team monitoring:
 - Staffing levels and costs.
 - Customer satisfaction.
 - Quality standards e.g. cleanliness
 - Health and safety.
 - Financial procedures.
 - Sports development targets.
- New business generation.
- Provide financial accounting as part of the extended schools service.
- Sourcing of extended funding for the project through writing of grants, seeking sponsorship, partnership with outside bodies, etc.
- Maximising community use of the whole site.

Service Improvement Groups – Activity User Groups

2.10 The operator will set up activity user groups with the aim to receive direct feedback from actual users (individuals, teams, clubs and organisations) in the development of activities, facilities and future plans. For example, the climbing user group will be asked for feedback on route setting, competition opportunities and pricing to enable the operator to provide a customer focused service.

2.11 These user groups will be identified and agreed with the SCMC to feed into strategic plans.

The Council

2.12 The Council will:

- ⇒ Provide an annual grant to the Project to support the community delivery aspects of the Project
- ⇒ Provide professional advice and guidance for the Project
- ⇒ Ensure that the Project is clearly connected with Active York and the City's sport and active leisure strategy

2.13 Until 31 March 2011 the operator team will be provided by the Council's Sport & Active Leisure Service. From 1 October 2010 York High School governors can at any time give 6 months' notice to terminate that arrangement.

2.14 Should the SCMC terminate the initial staffing arrangement it will conduct a process for determining how the staff team will be provided that:

- ⇒ Complies with the Council's Financial Regulations
- ⇒ Ensures Best Value
- ⇒ Benchmarks favourably against the current operator arrangement
- ⇒ Will ensure delivery of this SLA
- ⇒ Will comply with all relevant legislation including TUPE

Overview

2.15 The following table provides an outline of the delegated authority:

	The Community Team	SCMC	The Activity User Groups	The Operator team
Approval for the strategic direction of the project		X		
Production of annual business, finance, marketing and promotional plans				X
Produce, develop and implement the sports development plans				X
Setting overall pricing policy and annual review		X		
Setting prices and offering free or reduced priced promotional activities				X
Employing the Operator		X		
Client role including monitoring and reporting on the operators performance	X			
Performance monitoring and reporting of income, expenditure and cash flow on a weekly basis				X
Day to day operation of the facility including all aspects of health and safety				X
Responsibility of management of bookings				X
Programming and timetabling of sports facilities to maximise community use whilst ensuring delivery of a high quality curriculum				X
Authorisation of any additional major activity		X		

or expenditure outside the business and financial plan				
Joint approach to whole site issues including health & safety, fire procedures, etc.	X			X
Financial administration including processing of orders, invoices, income, maintaining financial records and monitoring				X
Financial accounting for the projects extended school bank account including grant payments to the operator and manage sinking funds appropriately.	X			
Reviewing the quality of provision from both school and operator staff		X		
Employment of operator staff				X
Consulting the community through activity user groups and non user surveys				X
Developing use of the facility by new groups	X		X	X
Monitor the quality of service provision by reporting on customer satisfaction				X
Ensure effective programme in place for planned and reactive maintenance				X
Seeking new business opportunities and sources of funding	X			X

Contact and communication

2.16 The principal contact within the Council's Communities and Culture Department is the Head of Sport and Active Leisure. The principal contact within York High School is the Business & Community Manager.

Section Three: The Financial Arrangements

Introduction

- 3.1 The School will be the accountable body for the Project under powers granted by the Education Act 2002.
- 3.2 The School will establish a separate bank account for the Project to be managed as an extended school service. This fund will be ring-fenced to the Project.
- 3.3 The Council will pay an annual grant to the School. The level of grant will be set out in the agreed Financial Plan. This grant will be paid in advance, in two instalments. The grant will be annually adjusted based on a composite of 3 inflation rates that the Council uses in its own budget process. The Council may also adjust the grant to reflect other factors, for example, impact of salary costs, loan repayments or where longer term savings have been identified. The Council will inform the SCMC by 1 January in each year of the level of grant that it will make available in the following financial year.
- 3.4 An associated sinking fund will be established in the extended school bank account and managed by SCMC, to hold funds to be used for long term maintenance and renewal of facilities. A capital renewals schedule is required to reflect the asset management plan and future sustainability of the venue. The level of payment into the sinking fund will be as set out in the Financial Plan. Expenditure from the sinking fund is to be approved by the SCMC.
- 3.5 The school will pay a management fee to the Operator team. This fee will be paid in two, six monthly instalments in advance. The level of fee will be as set out in the financial plan to cover all the transactional costs of running the service.
- 3.6 The operator will be responsible for managing all the financial transactions of income and expenditure using their own business and financial management systems. The operator is responsible to audit their own systems and share the reports with the SCMC. As part of the client role the school must have the ability to audit the operator if it feels necessary.
- 3.7 The operator at year end will report back to the SCMC the financial performance and any surplus paid back to the project (YHS Extended school account) to supplement the sink funds.

Managing the Operational Surplus/Deficit

- 3.8 Any surplus at the end of the financial year over and above the target set out in the Financial Plan will be divided in two: Half will stay within the project and half will be paid to the Council, up to the value of the grant paid in the year the surplus was made. Amounts over the level of the grant awarded would go to the project. Any deficit will be handled in the first instance by reducing the amount to be paid into the sinking funds in that particular year.

- 3.9 In the event of the Project falling short of projected income by a greater amount than can be compensated by reduced payments as set out in 3.11 above, the Leisure Centre Manager must manage this in the first instance by adjustment of programming, pricing and staffing. Any ongoing problem must be reported to the SCMC and then to the Full Governors and the School Funding and Monitoring Officer in the CANS finance team at the earliest opportunity so that any necessary action can be agreed.

Section Four: Management and Administration

Agreement Period

- 4.1 This SLA will operate from February 2011 until 31 March 2016.
- 4.2 This SLA will be reviewed annually and will be amended as appropriate by agreement of the School and the Council in the light of continuous service improvement and changes in Council policy reflecting the needs of customers and developing service objectives.

Premises

- 4.3 As a dual use building, premises costs are complex to apportion between the School, for educational services and the Project, for community sport. The Local Agreement defines three types of area:
- Swimming pool facilities
 - Shared areas
 - School areas
- 4.4 Planned maintenance revenue costs: these will be made by the operator from project funds within budget limits set out in the agreed Financial Plan. A contribution from the school must be made to cover the level of educational use. The apportionment will be itemised in the Financial Plan to reflect the appropriate level of contribution to each contract.
- 4.5 Reactive maintenance revenue costs: these will be made by the operator from project funds within budget limits set out in the agreed Financial Plan. However, due to the nature of some reactive maintenance issues, the apportionment between the School and the Project will be dealt with on a case by case basis.
- 4.6 Other revenue premises costs (Energy, cleaning, rates, refuse collections): these shall be apportioned between the School and the Project according to the level of community use and educational use. Where costs can not be broken down clearly, a formula is to be used of 70% project and 30% school. This formula will be reviewed annually as part of the financial planning process.
- 4.7 Project sinking funds are required to establish capital renewal plans and long term maintenance. Annual payments made into a sinking fund are set out in the financial plan. There are two sinking funds to be held in the schools extended school bank account:
- Synthetic Turf Pitch sinking fund – As a Sport England requirement the project must provide a future fund to replace the surface at the end of its life.
 - Project sinking fund – This fund is required to consider the building requirements for the next 20 years and ensure reinvestment and replacement to allow the facility to operate safely and effectively.

- 4.8 The school have responsibility for capital replacement costs of the rest of the facilities (with the exception of the swimming pool facilities – See below) as detailed in the local agreement as “shared areas” and “school” areas. The project is expected to contribute to the capital replacement as identified in the Asset Management Plan but apportioned between the School and the Project according to the level of community use verse educational use.
- 4.9 Responsibility for the capital renewal of the “swimming pool facilities” as detailed in the Local Agreement will be as follows:
- Foreseeable major capital renewal and replacement of plant, equipment, amenities and fittings for example; replacement of filters and plant, lockers and cubicles, floor finishes. These items will be identified in the Asset Management Plan to reflect the requirements of the building maintenance guide. These will be covered from the project sinking fund.
 - Unforeseeable building failures for which it is not feasible to make financial plans e.g. failure of the tank or building structure, will be the responsibility of the Council.
- 4.10 Building insurance and third party/public liability insurance is the responsibility of both the Council and the School. Under the current arrangements both parties are co-insured under one policy.

Monitoring and review

- 4.11 Review meetings between the Business & Community Manager and the Leisure Centre Manager will be held monthly to discuss operational, performance and budget issues. They will report jointly to the SCMC.
- 4.12 Service standards and performance indicators are set out in the SLA and the ongoing Improvement Plans. Service monitoring will be undertaken by the following methods:
- By achieving nationally recognised standards for quality e.g. QUEST, IFI Mark, NGB approved centre
 - By analysis and benchmarking of national and local service standards
 - By jointly setting targets and performance indicators
 - Through a variety of customer surveys ranging from the city wide Residents Opinion Survey to site specific surveys

Reporting arrangements

- 4.13 The Project must maintain a range of documents to ensure a planned and effectively delivered service, these include:
- Finance plan with detailed financial projections at least 3 years ahead. This forms part of this service level agreement.

- Sports development plan that will contribute to the process of sports development throughout the City of York as a whole.
- Marketing plan with detailed promotional calendar.
- Asset management plan.
- Health and safety plan.
- Quality assurance plan.

4.14 SCMC will report to:

- The Executive Member for Leisure, Culture and Social Inclusion (6 monthly)
- School Funding and Monitoring Officer in the ACE finance team (3 monthly)
- The full Governing Body (4 Monthly)

Charging Arrangements and Payment Procedure

4.15 The Council will make its first grant payment on the 1 April and the second payment on the 1 October each year, to the School's Extended School account.

4.16 The Operator will submit in writing at least 5 working days prior to the start of each period, a statement seeking payment for their services to the school. The statement will show the agreed amount due for planned work as set out in the agreed financial plan and the sums to be added in consideration for any additional work agreed in advance by the SCMC or Business & Community Manager.

4.17 Subject to checking and rectification at the first available monthly monitoring meeting the school will pay the Operator within 10 working days of receipt of the statement.

4.18 In the event of industrial action or any other reason that the operator is unable to facilitate the opening of the centre the SCMC reserves the right to operate the facility subject to the SCMC having insurance cover and being able to comply with all relevant regulations and legislation.

Arbitration

4.19 It is anticipated that any dispute over the terms of this agreement will be resolved by the officers responsible for its delivery in both organisations but, should a matter not be able to be resolved by discussion, then the matter will be referred to the Head of Civic, Legal and Democratic Services for resolution, whose decision will be binding on both parties.

Variations

4.20 The Council or School may make proposed variations to the terms of this service level agreement. Both parties must agree in writing to any variations, otherwise refer to arbitration.

Section Five: The Agreement

This agreement is made between

Signed:

Name in capitals

York High School

Date

and:

Signed

Name in capitals

Assistant Director of Communities and Culture

Date



City of York Council and York Wheels Limited

Service Level Agreement for community transport services

1 April 2012 to 31 March 2014

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Section One – The Agreement

1.1 The Agreement

This is a Service Level Agreement (SLA) between City of York Council (CYC) (the Client) and York Wheels Limited (YW) (the Service Provider) for the provision of community transport services. The agreement describes the nature of the services, the standards to which they will be delivered and how performance and customer satisfaction will be monitored and reviewed. The SLA will run from 1 April 2012 until 31 March 2014.

Section Two – Service Provision and Objectives

2.1 Service Objectives

In summary, the services to be provided under this agreement are:

- Provision of transport to York Wheels' service users;
- Provision of minibus-based services, including Dial & Ride;
- Provision of co-ordination and support for volunteer car based services.

2.2 Dial & Ride

CYC will provide funding to YW for the provision of YW's Dial & Ride service.

The main objectives of this service are:-

- To provide transport to York residents who cannot use other local bus services to access local shops.
- To provide basic assistance to passengers with boarding and alighting and with carrying light goods.

YW should aim to meet these objectives in an efficient and cost-effective manner, against the underlying ethos of continuous

service improvement to the highest standards of performance and customer satisfaction.

YW's Dial & Ride service will allow all qualifying York residents to make one trip each week to (a) the city centre and (b) an edge-of-town food store. This represents the 'Core Service'.

2.3 Areas served

Services are provided to people living within the City of York boundary as it stands on 1 April 2012.

2.4 Adding or amending Dial & Ride journeys within the SLA

CYC encourages the development and expansion of community transport services and making the best use of the assets provided. CYC has prepared this service level agreement to allow YW the opportunity to develop the service to best serve the needs of the residents it serves. As such, the grant is not apportioned to any particular areas of spend.

YW has already developed additional one-off journeys to complement the core Dial & Ride service in 2011 and it will aim to develop these further depending on passenger demand. YW will notify CYC of any proposal to change the core service, times of operation and destinations served giving at least 14 days notice.

2.6 Provision of Equipment and Accommodation

YW will act as the registered keeper for 4 accessible minibuses as detailed in Annex A.

CYC will consult with YW over the specification of any vehicles procured to replace those in Annex A at any time.

CYC will provide overnight accommodation for those vehicles listed in Annex A or their replacements and make no separate charge for this. Changes to this accommodation will be arranged in consultation with YW. YW will be responsible for ensuring that the vehicles are returned to the designated accommodation out-

of-hours unless a vehicle is away from the area for operational or maintenance reasons: Where this is the case, YW will be responsible for ensuring the security of that vehicle(s).

CYC will provide office accommodation for one member of staff at its offices and make no separate charge for this. CYC is providing this accommodation principally for the operation of the Dial & Ride booking service but YW will be able to use this for its other transport services if required. The office accommodation will be equipped with standard office equipment.

CYC will allow access to vehicle bodywork washing equipment. YW will be responsible though for all routine and reactive cleaning of internal areas of the vehicle, including upholstery.

2.7 Accessibility for All

As a minimum, all printed material should be in a font size of 14 point. All printed information must also be available, upon request, in large print, Braille or audio format. This should be advertised on all printed material. It must also be available, upon request, in other languages. An example of a language panel is included in annex two. Something similar should be included in all publications with the relevant YW contact details. The cost of provision of these services will be covered by YW.

2.8 Fuel

YW will be responsible for procuring and paying for all vehicle fuel used and claiming bus service operators grant or any other fuel-related payment that may replace it.

CYC will allow YW to draw fuel from pumps at its Hazel Court site for use in its minibuses. If YW takes up this option, CYC will recharge YW quarterly in arrears at cost.

2.9 Iconography and Logos

The use of the Dial & Ride iconography is encouraged on all information provided to the public. This will help to provide consistent branding across the city.

Mention should also be made to the partnership arrangement between CYC and YW in any information produced relating to the services. An example sentence would be 'This service is supported by City of York Council'. Where appropriate the CYC logo should be included.

Section Three - Service Standards and Performance Indicators, Service Monitoring, Reporting and Review

3.1 Service Standards

YW will ensure that its services contribute to making the city accessible for residents and that all services complement the local bus, Hackney Carriage and private hire vehicle (PHV) networks. In particular, YW will ensure that:

- Equipment used is clean and well maintained;
- Frontline staff members are presentable and, where necessary, wearing the appropriate Personal Protective Equipment (PPE);
- Staff behave in an appropriate way to customers and each other; and
- Health and Safety procedures are followed.

New members of the driving and booking teams should be fully trained prior to starting their employment. Some practical health and safety training can be delivered by the CYC Operations Manager, upon request.

YW will collect data (or use the database and spreadsheet-based systems that CYC has provided to record data) on the performance of the services for reporting to CYC, as described in section 3.2.

YW will ensure that customers are able to make bookings for Dial & Ride between 09.00 and 12.00 each normal working weekday.

YW will ensure that a Dial & Ride service operates (if required) on all normal working weekdays. For the avoidance of doubt, this includes a service on those working days that fall between 27 and 31 December inclusive but this may be a reduction from the full service. YW will aim to make reasonable adjustments to the regular service around holiday periods to enable customers to travel when their usual journey would fall on a public holiday.

3.2 Performance Indicators

It is important that the services are regularly monitored, to identify opportunities for performance improvement. Dial & Ride contributes towards one of CYC's Performance Indicators (within the Council's Local Transport Plan 2011-2031): LI6 - Use of Demand Responsive Passenger Services (Journeys).

YW must aim to increase the overall performance of its services and benchmark these against other similar schemes. Where scheme performance falls below the current average performance levels, as detailed below, action must be taken by YW to increase it.

YW will be required to provide performance information to CYC at agreed times as detailed below, however CYC reserves the right to request any of this data from YW at more frequent intervals.

Indicator	Ongoing / time limited	Target for 2013/14	Comments
<i>Measured targets</i>			
Passengers making journeys on Dial & Ride service in a 12 month period	Ongoing	5% growth on 2009/10 figure	
Passenger journeys on Dial & Ride minibuses	Ongoing	8% growth on 2009/10 figure	This figure will include core timetable and special excursions. Standard definition of passenger journey used.
Reliability – percentage of advertised core-timetable Dial & Ride journeys operated	Ongoing	99% all years	Journeys with no passengers booked are excluded.
Punctuality (Dial & Ride only) <ul style="list-style-type: none"> a) Percentage of passenger journeys where the passenger is picked up from their home within the specified time band; b) Percentage of inbound journeys that reach their destination on or before time; c) Percentage of return journeys that leave between 1 minute early and 5 minutes late. 	Ongoing	Not set	At present, data is not collected and it is not reasonable to do so. However, passenger survey results usually provide a proxy for this indicator. However, in future years, it may be appropriate to identify and report against a punctuality indicator.
Passenger journeys provided through the volunteer car scheme.		1% growth each year	This figure only includes ‘cash’ jobs, i.e. not those requested by other agencies,

			such as Yorkshire Ambulance Service, which can fluctuate year-on-year.
<i>Development targets</i>			
Improved fuel efficiency across Dial & Ride fleet	1 year with review at that point		Expected to be addressed through staff training.
Acceptance of Taxicards on Dial & Ride and car scheme			
Special excursions		Further weekday daytime services. In future years, journeys outside normal hours will be trialled, such as evening social trips and weekend journeys	

3.3 Reporting and Review

Review meetings will be held, between CYC and YW, at agreed intervals throughout the SLA to review the performance of the services. Other issues will be discussed as and when required.

YW is required to provide a brief report on performance every six months. This should include commentary on the following:

- Core Dial & Ride operations, notably any unplanned discontinuity of service and operational problems;
- Delivery of development targets agreed at the beginning of the year.

Section Four – Responsibilities of the Service Provider

4.1 YW, as the service provider, will undertake specific responsibility for the following areas:

- Carry out a risk assessment of the services at least annually.
- Ensure that it carries an adequate level of public liability and employee insurance to indemnify CYC from all actions, claims and costs relating to injury (including death) or loss of or damage to property which arises out of YW's failure or negligence in providing the service and which is not attributed to the negligence of CYC or its officers. This will be to the value of at least £5 million and £10 million for public liability and employee insurance respectively.
- Ensure that its staff members are adequately trained and equipped for the job.
- Ensure that Health and Safety policies relating to manual handling, working in traffic, safe operations within the Hazel Court site, etc. are in place and adhered to.
- Ensure that it has adequate staff to carry out the work contained within this SLA, including holiday and sickness cover arrangements.
- Advise CYC at the earliest opportunity of any problems or delays in service provision.

- Carry out daily vehicle checks as advised by CYC's Fleet Manager. YW will report all vehicle defects to CYC in a timely manner and will not continue to use the vehicle if not safe to do so or there is uncertainty as to whether a vehicle is safe.
- Co-ordinate with CYC or its agents to make the vehicles available for routine and reactive maintenance. CYC will pay for all maintenance and repairs to the vehicles, except where YW or its staff are directly responsible for any damage. CYC will pay for any vehicle excise duty or charges for small bus ('section 19') permits due on any of the vehicles listed in Annex A or their replacements. CYC will not be responsible under this SLA for paying for any additional permits or service registration fees, for example community bus ('section 22') permits.
- Ensure that maximum passenger and luggage capacities of the minibuses are not exceeded and that any luggage carried is sufficiently restrained. Minibuses must not carry standing passengers at any time.
- Ensure that no passenger shall be on a minibus for longer than 1 hour except where a journey is unexpectedly delayed by streetworks or other traffic delays or where passengers know in advance that this will be the case, for example on longer excursions outside of York. Where this is the case, adequate breaks will be planned as part of the excursion.
- Ensure that all staff members in contact with passengers have the appropriate criminal record checks before being allowed to start work.
- Maintain a record of driver licensing checks for all drivers.

Section Five – Responsibilities of the Client

- 5.1** CYC, as the Client, will undertake responsibility for managing the SLA and for liaising with YW to ensure its obligations are fulfilled.

CYC will undertake regular reviews of the SLA, as detailed in section 3 and provide feedback regarding performance to senior management and council Members, as appropriate.

CYC will ensure that the council's website is updated with information pertaining to the Dial & Ride service. Information will also be provided to the York Customer Centre, so that its staff members are aware of the SLA and are able to deal with enquiries pertaining to the services.

Section Six - Legal and regulatory compliance

6.1 YW will be responsible for ensuring that the relevant legal obligations have been met for its operations. This should include appropriate insurance. Copies of policies and certificates should be made available for CYC inspection upon request.

Section Seven – Service Costs and Payment Terms

7.1 Service Costs

The payment made through this SLA includes payment for the following in relation to the Dial & Ride service:

- Contribution towards staff costs, including uniforms;
- Management and administration of the service level agreement;
- Contribution towards fuel;
- Contribution towards telecommunications, postage and photocopying;
- Staff training; and
- Publicity, leaflets and advertising.

In addition, CYC will allow YW to claim, without seeking recharge, additional grants and income relating to the delivery of Dial & Ride, including but not limited to:

- Bus service operators grant or any future fuel-related payment or rebate; and
- Concessionary fare reimbursement for Dial & Ride passengers without any reduction for additional trip generation.

The SLA excludes payment for the following items, relating to the Council-owned vehicles, which will be borne by CYC:

- Routine maintenance and repairs (except where these are the direct result of the actions of York Wheels or its staff); and
- Vehicle insurance.

CYC will be responsible for payment to YW under the SLA. Following receipt of monthly invoice and, when due, service report from YW, CYC will make prompt monthly payments. There will be twelve monthly payments each year: the first payment (April) will be £6,200; eleven subsequent payments will be £5,800 each.

Invoices should be sent to invoices@york.gov.uk or City of York Council, PO Box 999, York, YO1 0EG.

CYC will invoice YW quarterly in arrears for any fuel drawn from its supply.

Section Eight - Signatories to the Agreement

8.1 This agreement is made between City of York Council and York Wheels Limited.

On behalf of City of York Council:

Signed:

Name in capitals:

Job Title:

Date:

On behalf of York Wheels Limited:

Signed:

Name in capitals:

Job Title:

Date:

Annex 1 – Asset list

FJ04 AZC - 12 seat Iveco minibus with tail lift

FJ04 AZD - 12 seat Iveco minibus with tail lift

FE60 XOH - 12 seat low floor accessible minibus; Mercedes chassis with VDL Kuster body; 3 sets of wheelchair restraints.

FE60 XOJ - 12 seat low floor accessible minibus; Mercedes chassis with VDL Kuster body; 3 sets of wheelchair restraints.

Annex 2 – language panel

This information can be provided in your own language.

我們也用您們的語言提供這個信息 (Cantonese)

এই তথ্য আপনার নিজের ভাষায় দেয়া যেতে পারে। (Bengali)

Ta informacja może być dostarczona w twoim własnym języku. (Polish)

Bu bilgiyi kendi dilinizde almanız mümkündür. (Turkish)

یہ معلومات آپ کی اپنی زبان (بولی) میں بھی مہیا کی جاسکتی ہیں۔ (Urdu)

 (01904) 551550

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Loans & Grants Scrutiny Review

Proposed Officer Guidance for Issuing of Grants & Loans

A grant can be defined as a contribution or subsidy (in cash or in kind) given by the Council to another organisation for a specified purpose. Grants must be conditional upon the delivery of specified standards or outputs and be subject to the production of regular monitoring reports and the delivery of agreed outcomes.

A loan is a contribution that will be repaid at a specified point and will be charged interest. No loans will be offered or made to any organisation without the specific approval of the s151 officer (Director of CBSS) and any situation where a loan is considered appropriate must be discussed with the relevant finance manager before progressing further.

When deciding whether or not to award a grant the Council must:

- Complete a risk assessment.
- Prepare a brief summary of the reasons for awarding the grant, including the criteria used to make the decision.
- The decision to award a grant must be made by a chief officer and be recorded.
- Ensure it has reviewed the financial position of the organisation receiving the grant. This is to make sure that public subsidy is actually needed and that the funding can not come from alternative sources, such as the organisations own reserves.
- Ensure a service level agreement (SLA) is in place. The SLA must cover the following core items:
 - An overview of how the funding allocated by the Council will be spent
 - How the funding will enable the achievement of the Council's priorities
 - The total amount awarded and over what time periods
 - Any conditions attached to the funding e.g. to be match funded.
 - Arrangements for any repayment should the specified conditions not be met
 - A clear and meaningful summary of the outcomes/outputs that should be delivered as a result of the grant funding.
 - Monitoring arrangements – as a minimum the organisation must report back to a named officer at the Council at least twice a year. This report must cover things such as any activities undertaken to date, outcomes achieved and amounts spent to date
 - When the amount of funding given will be reviewed
 - Arrangements for a final report that sets out the outcomes achieved from the funding given

- The SLA must be fair and reasonable and give a transparent and meaningful summary that can be shared with all stakeholders, including members of the public.
- Confirmation that alternative sources of funding to support the organisation / project have been explored.



City of York Council and [insert organisation name]

Service Level Agreement for [insert title of services provided]

[insert dates agreement covers]

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Section One – Summary

Name of organisation	
Type of organisation (eg Community Group, private company, etc.)	
Brief purpose of funding	
Amount	
Period covered by SLA	
Date due for review	
Approved by	
Brief summary of why the grant has been approved	
Date approved	
Date sent to Finance Manager and OCE Partnerships Officer	

Section Two – The Agreement

2.1 The Agreement

This is a Service Level Agreement (SLA) between City of York Council (CYC) (the Client) and [insert organisation name] (the Service Provider) for the provision of [insert brief details of service provided]. The agreement describes the nature of the services, the standards to which they will be delivered and how performance will be monitored and reviewed. The SLA will also specify the terms under which CYC will withhold payments or request reimbursement. The SLA will run from [insert date] until [insert date].

Section Three – Service Provision and Objectives

3.1 Service Objectives

The services to be provided under this agreement are:

- [insert details of service provided]
- [insert details of service provided]
- [insert details of service provided]

Section Four - Service Standards and Performance Indicators, Service Monitoring, Reporting and Review

4.1 Service Standards

[This section should include the minimum standards the organisation is expected to meet. It could include making the service accessible, ensuring all staff are appropriately trained, opening hours, payment of a Living Wage etc.]

4.2 Performance Indicators

It is important the all services are regularly monitored to identify opportunities for performance improvement. [insert organisation name] is expected to provide key performance information to the Council in accordance with the schedule set out below. The Council reserves the right to request data from [insert organisation name] at more frequent intervals. Key performance indicators for this agreement include;

- [Insert details of performance information required and date by when it should be received]
- [Insert details of the individual responsible for providing the performance information]

4.3 Reporting and Review

Review meetings will be held, between CYC and [insert organisation name], at agreed intervals throughout the SLA to review the performance of the services. Other issues will be discussed as and when required.

[insert organisation name] is required to provide a brief report on performance every [insert time period – at least every 6 months]. This must include commentary on the following:

- Progress against the original objectives
- Amount spent and details of spend
- Customer satisfaction / feedback
- [include details of any other key areas here that should be set at the start of the process]

Section Five – Responsibilities of the Service Provider

5.1 [insert organisation name], as the service provider, will undertake specific responsibility for the following areas:

- Carry out a risk assessment of the service at least annually
- Ensure it carries an adequate level of insurance
- Ensure any staff members are adequately trained and equipped for the job
- Ensure health & safety policies are adhered to
- Ensure adequate staff are available to carry out the work contained within this SLA, including holiday and sickness cover arrangements.
- Inform the agreed named officer within CYC at the earliest opportunity of any problems or delays in meeting the requirements set out in this SLA.
- [any other specific requirements]
- [any other specific requirements]
- [any other specific requirements]

Section Six – Responsibilities of the Council

6.1 CYC will manage the SLA and for liaison with [insert organisation name] to ensure its obligations are fulfilled.

CYC will undertake regular reviews of the SLA, as detailed in section 3 and provide feedback regarding performance to senior management and council Members, as appropriate.

The finance and performance monitoring report to Cabinet will include a specific section on grants and, at least every six months, information on newly awarded grants will be provided.

Section Seven - Legal and regulatory compliance

7.1 [insert organisation name] will be responsible for ensuring that the relevant legal obligations have been met for its operations. This should include appropriate insurance. Copies of policies and certificates should be made available for CYC inspection upon request.

Section Eight – Service Costs and Payment Terms

8.1 Service Costs

The payment made through this SLA includes payment for the following in relation to the [insert description of service]:

- [insert areas the funding is intended to support]
- [eg staffing, premises costs, staff training, publicity leaflets etc.]
- [include any payment in kind, eg use of premises or equipment]

CYC will be responsible for payment due under the SLA. Following receipt of relevant monitoring information and, when due, service report from, CYC will make prompt payment. [include specific details here of when payments will be made and amounts]. No funding will be released until this agreement has been signed by both parties.

A purchase order will be raised by the Council on receipt of a signed SLA. Invoices will only be paid when quoting a purchase order number and should be sent to invoices@york.gov.uk or City of York Council, PO Box 999, York, YO1 0EG.

Section Nine- Signatories to the Agreement

9.1 This agreement is made between City of York Council and [insert organisation name].

On behalf of City of York Council:

Signed:

Name in capitals:

Job Title:

Date:

On behalf of [insert organisation name]:

Signed:

Name in capitals:

Job Title:

Date:

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DATED

GRANT AGREEMENT

between

[NAME OF FUNDER]

and

[NAME OF RECIPIENT]

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THIS DEED is dated [DATE]

PARTIES

- (1) [NAME OF FUNDER], whose principal address is at [ADDRESS] (**Funder**).
- (2) [NAME OF RECIPIENT], [RELEVANT DETAILS OF LEGAL STRUCTURE] whose principal address is at [ADDRESS] (**Recipient**).

BACKGROUND

- (A) The Funder has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
- (B) This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.
- (C) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

AGREED TERMS

1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Commencement Date: [START DATE].

Governing Body: the governing body of the Recipient including its directors or trustees.

Grant: the sum of £[AMOUNT] to be paid to the Recipient in accordance with this Agreement.

Grant Period: the period for which the Grant is awarded starting on the Commencement Date and ending on [DATE BY WHICH THE GRANT MUST BE SPENT].

Intellectual Property Rights: all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and

Know-How however arising for their full term and any renewals and extensions.

Know-How: information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

Prohibited Act: means:

- (a) offering, giving or agreeing to give [to any servant of the [Funder **OR** Crown]] any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the [Funder **OR** Crown]; or
 - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the [Funder **OR** Crown];
- (b) entering into this Agreement or any other contract with the [Funder **OR** Crown] where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Funder;
- (c) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the [Funder **OR** Crown]; or
- (d) defrauding or attempting to defraud or conspiring to defraud the [Funder **OR** Crown].

Project: the project described in Schedule 1.

Project Manager: the individual who has been nominated to represent the Funder for the purposes of this Agreement.

2. PURPOSE OF GRANT

- 2.1 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Funder.
- 2.2 The Recipient shall not make any significant change to the Project without the Funder's prior written agreement.
- 2.3 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Funder in advance of its intention to do so and, where such funding is obtained, it will provide the Funder with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Funder is funding in full under this Agreement.

3. PAYMENT OF GRANT

- 3.1 Subject to clause 12, the Funder shall pay the Grant to the Recipient [in quarterly instalments in advance] in accordance with Schedule 2, subject to the necessary funds being available when payment falls due. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Funder has available funds.
- 3.2 No Grant shall be paid unless and until the Funder is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 3.3 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
- 3.4 [The Grant shall be paid into a separate bank account in the name of the Recipient which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual representatives of the Recipient.]

3.5 [The Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Funder.]

3.6 The Recipient shall promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

4. **USE OF GRANT**

4.1 The Grant shall be used by the Recipient for the delivery of the Project in accordance with the agreed budget set out in Schedule 3. For the avoidance of doubt, the amount of the Grant that the Recipient may spend on any item of expenditure listed in column 1 of Schedule 3 shall not exceed the corresponding sum of money listed in column 2 without the prior written agreement of the Funder.

4.2 Where the Recipient has obtained funding from a third party in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be included in the budget in Schedule 3 together with a clear description of what that funding shall be used for.

4.3 The Recipient shall not use the Grant to:

- (a) make any payment to members of its Governing Body;
- (b) purchase buildings or land; or
- (c) pay for any expenditure commitments of the Recipient entered into before the Commencement Date,

unless this has been approved in writing by the Funder.

- 4.4 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period.
- 4.5 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Funder or, if agreed in writing by the Funder, shall be entitled to retain the unspent monies to use for charitable purposes as agreed between the parties.
- 4.6 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from the Funder for this purpose.

5. **ACCOUNTS AND RECORDS**

- 5.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
- 5.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 5.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Funder shall have the right to review, at the Funder's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 5.4 The Recipient shall provide the Funder with a copy of its annual accounts within six months (or such lesser period as the Funder may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.

5.5 The Recipient shall comply and facilitate the Funder's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.

6. **MONITORING AND REPORTING**

6.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.

6.2 The Recipient shall provide the Funder with a financial report and an operational report on its use of the Grant and delivery of the Project every quarter and in such formats as the Funder may reasonably require. The Recipient shall provide the Funder with each report within three months of the last day of the quarter to which it relates.

6.3 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.

6.4 Along with its first quarterly financial report, the Recipient shall provide the Funder with a risk register and insurance review in the format provided by the Funder. The Recipient shall address the health and safety of its staff in the risk register.

6.5 The Recipient shall on request provide the Funder with such further information, explanations and documents as the Funder may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.

6.6 The Recipient shall permit any person authorised by the Funder such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so

required, provide appropriate oral or written explanations from them.

- 6.7 The Recipient shall permit any person authorised by the Funder for the purpose to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the Funder considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf. [The Recipient shall provide local transport and accommodation for such visits, the cost of which may be charged to the Funder for payment.]
- 6.8 The Recipient shall provide the Funder with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.

7. **ACKNOWLEDGMENT AND PUBLICITY**

- 7.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Funder as the source of the Grant.
- 7.2 The Recipient shall not publish any material referring to the Project or the Funder without the prior written agreement of the Funder. The Recipient shall acknowledge the support of the Funder in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Funder) shall include the Funder's name and logo (or any future name or logo adopted by the Funder) using the templates provided by the Funder from time to time.
- 7.3 In using the Funder's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Funder from time to time.
- 7.4 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Funder.

7.5 The Funder may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.

7.6 The Recipient shall comply with all reasonable requests from the Funder to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Funder in its promotional and fundraising activities relating to the Project.

8. **INTELLECTUAL PROPERTY RIGHTS**

8.1 The Funder and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Funder or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.

8.2 Where the Funder has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Funder.

9. **CONFIDENTIALITY**

9.1 Subject to clause 10 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.

9.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property

Rights, Know-How or other business, technical or commercial information which:

- (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
- (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
- (c) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

10. FREEDOM OF INFORMATION

10.1 The Recipient acknowledges that the Funder is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 and shall assist and co-operate with the Funder (at the Recipient's expense) to enable the Funder to comply with these information disclosure requirements.

10.2 The Recipient shall:

- (a) transfer the request for information to the Funder as soon as practicable after receipt and in any event within [two] Working Days of receiving a request for information;
- (b) provide the Funder with a copy of all information in its possession or power in the form that the Funder requires within [five] working days (or such other period as the Funder may specify) of the Funder requesting that information; and
- (c) provide all necessary assistance as reasonably requested by the Funder to enable the Funder to respond to a request for information within the time for compliance set out in section 10 of the FOIA or

regulation 5 of the Environmental Information Regulations 2004.

- 10.3 The Funder shall be responsible for determining at its absolute discretion whether the information:
- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations 2004;
 - (b) is to be disclosed in response to a request for information, and in no event shall the Recipient respond directly to a request for information unless expressly authorised to do so by the Funder.
- 10.4 In no event shall the Recipient respond directly to a request for information unless expressly authorised to do so by the Funder.
- 10.5 The Recipient acknowledges that the Funder may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the Environmental Information Regulations 2004 to disclose information:
- (a) without consulting with the Recipient; or
 - (b) following consultation with the Recipient and having taken its views into account,

provided always that where clause 10.5(b) applies the Funder shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Recipient advanced notice, or failing that, to draw the disclosure to the Recipient's attention after any such disclosure.

- 10.6 The Recipient shall ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the Funder to inspect such records as requested from time to time.

11. DATA PROTECTION

The Recipient shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply with any notification requirements under the Data Protection Act 1998 (**DPA**) and both Parties will duly observe all their obligations under the DPA, which arise in connection with the Agreement.

12. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

12.1 The Funder's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion withhold or suspend payment of the Grant [and/or require repayment of all or part of the Grant] if:

- (a) the Recipient uses the Grant for purposes other than those for which they have been awarded;
- (b) the delivery of the Project does not start within [6 months] of the Commencement Date and the Recipient has failed to provide the Funder with a reasonable explanation for the delay;
- (c) the Funder considers that the Recipient has not made satisfactory progress with the delivery of the Project;
- (d) the Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner;
- (e) the Recipient obtains duplicate funding from a third party for the Project;
- (f) the Recipient obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;
- (g) the Recipient provides the Funder with any materially misleading or inaccurate information;
- (h) the Recipient commits or committed a Prohibited Act;
- (i) any member of the governing body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Funder, bring

or are likely to bring the Funder's name or reputation into disrepute;

- (j) the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- (k) the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or
- (l) the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

12.2 Wherever under the Agreement any sum of money is recoverable from or payable by the Recipient (including any sum that the Recipient is liable to pay to the Funder in respect of any breach of the Agreement), the Funder may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Recipient under the Agreement or under any other agreement or contract with the Funder.

12.3 [The Recipient shall make any payments due to the Funder without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.]

12.4 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Funder as soon as possible so that, if possible, and without creating any legal obligation, the Funder will have an opportunity to provide assistance in resolving the problem or to take action to protect the Funder and the Grant monies.

13. ANTI-DISCRIMINATION

- 13.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.
- 13.2 The Recipient shall take all reasonable steps to secure the observance of clause 13.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

14. HUMAN RIGHTS

- 14.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).
- 14.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Funder requests so as to enable the Funder to comply with its obligations under the Human Rights Act 1998.

15. LIMITATION OF LIABILITY

- 15.1 The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Funder, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.
- 15.2 Subject to clause 15.1, the Funder's liability under this Agreement is limited to the payment of the Grant.

16. WARRANTIES

The Recipient warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- (b) it has not committed, nor shall it commit, any Prohibited Act;
- (c) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such legislation, codes or recommendations;
- (d) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- (e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;
- (h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- (i) it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Grant on the terms contained in this Agreement; and
- (j) since the date of its last accounts there has been no material change in its financial position or prospects.

17. INSURANCE

17.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).

17.2 The Required Insurances referred to above include (but are not limited to):

- (a) public liability insurance with a limit of indemnity of not less than [ten] million pounds [(£10,000,000)] in relation to any one claim or series of claims arising from the Project; and
- (b) employer's liability insurance with a limit of indemnity of not less than [five] million pounds [(£5,000,000)] in relation to any one claim or series of claims arising from the Project.

The Recipient shall (on request) supply to the Funder a copy of such insurance policies and evidence that the relevant premiums have been paid.

18. DURATION

18.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.

18.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

19. TERMINATION

The Funder may terminate this Agreement and any Grant payments on giving the Recipient [three months'] written

notice should it be required to do so by financial restraints or for any other reason.

20. **ASSIGNMENT**

The Recipient may not, without the prior written consent of the Funder, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

21. **WAIVER**

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

22. **NOTICES**

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, [e-mailed,] or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered [or if e-mailed] all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

23. **DISPUTE RESOLUTION**

- 23.1 In the event of any complaint or dispute (which does not relate to the Funder's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by the Funder from time to time.

23.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the [Chief Executive] of the Funder and the [Chair **OR** Chief Executive] of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Funder and the Recipient.

23.3 In the absence of agreement under clause 23.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

24. **NO PARTNERSHIP OR AGENCY**

This Agreement shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

25. **JOINT AND SEVERAL LIABILITY**

Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

26. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

27. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 The Project

Schedule 2 Payment Schedule

Amount of Grant Payable	Date of Payment

Schedule 3 Breakdown of Grant

Item of Expenditure	Budget (in UK Sterling)

EXECUTED as a DEED
by [the affixing of the
COMMON SEAL of]
[NAME OF FUNDER]
in the presence of:

.....
Authorised Signatory

EXECUTED as a DEED
by [NAME OF FUNDER]
acting by and under the
signatures of:
[NAME OF DIRECTOR]

.....
[SIGNATURE OF DIRECTOR]
Director

[NAME OF DIRECTOR] OR
[COMPANY SECRETARY]

.....
[SIGNATURE OF DIRECTOR
OR COMPANY SECRETARY]
[Director **OR** Company
Secretary]

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By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

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