



## **SERVICE LEVEL AGREEMENT 2012/2018**

**This is a six year service level agreement (SLA) is between The City of York Council and York Citizens' Theatre Trust Ltd. It will commence on receipt of documentation signed and approved by both parties and will cover the period from the 1<sup>st</sup> April 2012 to the 31<sup>st</sup> March 2018.**

### **PARTNERSHIP OUTLINE**

#### **Aims**

1. To maintain and develop York Theatre Royal as a local, regional and national theatre provider, creating productions of quality, daring, delight and accomplishment for the citizens of York and the region, and for visitors to the city.
2. To continue to develop local and nationally significant programmes of work with partnerships across the UK and internationally, that contribute to making York a vital and vibrant city and extending our reputation for world class culture.
3. To encourage creative expression and engagement with the community, through a diverse programme of work, both on and off stage, that offers a cultural mix of entertainment, innovation, participation and enjoyment.
4. To create opportunities for all ages to learn, develop skills and use the entire theatre building and organisation as a resource. To offer the building, and the Theatre staffs' knowledge, skills and experience as a resource to local people, schools, universities and colleges and to create opportunities for the creative activity of the community.
5. To continue to develop the Youth Theatre, and links with educational institutions, and to create opportunities for skills development and learning at all ages.
6. To develop work and activities that promotes the enjoyment of Theatre with older people and diverse communities.

7. To continue to develop the infrastructure of York Theatre Royal to ensure the building is fully accessible and to raise the quality of the facilities provided for all audiences and 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 strengthen the evening economy of the city.
9. To work collaboratively to support the "Cultural Quarter" initiative.
10. To work in active partnership with business, education, community and arts organisations, and local authority service providers to extend both the range and reach of the Theatre's work.

## **PARTNERSHIP DELIVERY 2012/2018**

### **In order to achieve the aims listed above The Theatre Royal will:**

- Provide a year round programme of work which shall include in-house productions, including a pantomime, youth theatre productions, touring drama productions, and hires to local amateur companies.
- Provide sign language interpreted and audio described performances, and touch tours.
- Provide a regular Youth Theatre for at least 250 young people annually.
- Provide educational activities related to each main house production, including special matinees, talks, teachers' packs, workshops and visits to schools.
- Provide a range of activities to engage older people in activities connected with the Theatre.
- Develop The Studio programme promoting new and culturally diverse work: using the space to provide opportunities for local voluntary arts organisations and to develop the creative infrastructure of the city.
- Provide student placements and careers advice to support the development of a strong local creative sector.
- Develop the De Grey Complex, along with the Theatre, as a creative production hub for the city.
- Work with key stakeholders on the Cultural Quarter developments as well as other developments as appropriate.

- Ensure that all publicity material, brochures and print acknowledge the support of the Council.
- Continue to address Arts Council and CYC objectives relating to diversity and inclusion programmes.

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

- Provide grant support, as detailed below, payable on the 1<sup>st</sup> of April annually.
- Ensure the building is kept in good working repair in terms of the council’s obligations as set out in the lease.
- Provide support and advice, through the person of the Lead Officer in the first instance.
- Ensure that the Theatre is involved in cultural and community development projects and activities.
- Facilitate effective working relationships with all council departments and ensure access to potential partnership and stakeholder groups.
- Seek ways to continue to strengthen the role of the Theatre in civic and cultural life of the city.
- Provide 3 representatives to serve on the Board of Trustees.
- Provide a senior officer of the Council (the lead officer) to attend Board meetings to advise and support the Company 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 lead officer in the first instance to discuss what support may be available.

**OPERATION OF PROGRAMME**

Weeks in Operation	52	Target total audience*	160,000
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\*This figure recognises that the Theatre is at maximum weekly operation and that the target audience number is consistent with providing a diverse and artistically vibrant programme.

**REPORTING, MONITORING AND EVALUATION**

**The Theatre will provide information to the lead officer in the following areas:**

Annually

Health and Safety Policy (including list of currently certified first aiders)

Child Protection Policy

Equalities Action Plan

Insurance Certificate

Audited accounts

Annual operational review report. (This will include a post code analysis of the audience figures targeting agreed priority areas).

Bi Annually

Report to Cabinet Member and performance report to Culture and Education Scrutiny Panel.

Quarterly

Main house, studio and workshop attendance figures broken down by production

An analysis of financial actual figures against budget

Copy of any promotional materials

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

**PARTNERSHIP REQUIREMENTS**

**The Theatre will undertake to:**

1. Operate the Theatre in accordance with the recognised industry safety and public service standards, and, where relevant, a quality assurance programme.
2. Operate an effective access and equalities policies, which will ensure the requirement on the public sector to promote the Theatre to all sections of the community as defined in the Equalities Act 2010
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. 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.
6. Make provision for the inspection of the accounts by Council officers at any reasonable time, if requested, within 14 days.
7. Consult with the lead officer, or their representative, over any changes to charging policies.
8. Consult with the lead officer, or their representative, over staffing matters and recruitment of senior staff.
9. Keep and supply a copy of all minutes of all Trustee meetings to the lead officer, or their representative, and ensure that the lead officer, or their representative, are invited in advance to Trustee meetings of the Theatre.
10. Abide by all requirements of current child protection legislation.

In the event of the Theatre 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.

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 2012/2013 will be £ 304,000**

**The City Council will reduce its financial contribution for 2013/14 to £273,000**

**The City Council will maintain the annual contribution for the period 2014/18 at the level of £273,000 subject to the review of the Theatre's performance under this service level agreement.**

**GENERAL CONDITIONS**

1. The agreement will last for 6 years and end on 31st March 2018 subject to a formal review in March 2015.
2. The level of funding and the specific service content will be renegotiated each year. The intention is for the City of York Council to maintain funding value at the level set in 2013/14 but not to decrease it.
3. This agreement can be terminated by the Theatre by giving 3 months notice prior to each annual monitoring review.

**SIGNED ON BEHALF OF YORK CITIZENS' THEATRE TRUST**

	<b>PRINT NAME</b>	
<b>CHAIR</b>		
<b>CHIEF EXECUTIVE</b>		
<b>DATE</b>		

**SIGNED ON BEHALF OF THE CITY OF YORK COUNCIL**

	<b>PRINT NAME</b>	
<b>LEAD OFFICER</b>		
<b>ASSISTANT DIRECTOR</b>		
<b>DATE</b>		