

# **SERVICE LEVEL AGREEMENT**

**2024**

between

**The Mayor and Burgesses of The London  
Borough of Richmond upon Thames**

and

**TO BE ADDED**

# The London Borough of Richmond upon Thames SERVICE LEVEL AGREEMENT

## 1. The Agreement

This Agreement is made between **The Mayor and Burgesses of The London Borough of Richmond upon Thames** of the Civic Centre, 44 York Street, Twickenham TW1 3BZ (“the Council”) and **TO BE ADDED**.

## 2. Services to be Provided

- 2.1 Following the offer of grant made to the Provider by the Council this Agreement sets out the terms and conditions, Services to be provided under this grant, any related milestones, activities and/or outcomes.
- 2.2 The Provider will deliver services to the local community in line with the Provider’s response to the Council’s commissioning proposal and will meet the targets set out at Schedule D.
- 2.3 The Provider shall comply with all relevant legislation and regulation, such as planning, employment, health and safety, protection of children and adults at risk and equal opportunities legislation in undertaking the delivery of the services outlined in this funding level agreement.
- 2.4 The provider shall maintain adequate Public and Employer’s Liability insurances and be liable for, and indemnify against, any expense, liability, loss, claim or proceedings whatsoever arising under statute or common law in respect of personal injury to or death of, or damage to the property of, any person whomsoever or any economic or financial or consequential loss or damage arising out of, or in the course of or caused by the provision of the service by the provider, his employees, or agents unless the same is due to any act of neglect by the London Borough of Richmond upon Thames or any person for whom the Council is responsible including its employees or agents.
- 2.5 The Provider shall not assign or sub-contract this Agreement without the express consent of the Council, gained in writing in advance.

## 3. Financial Arrangements

- 3.1 The agreed funding for the rent of the Grimwood Road Garden Site for the period **XXXX** 2024 to **XXXX** 2025.
- 3.2 The grant payable is as follows:

	YEAR
<b>Rent subsidy</b>	<b>XX 24-XX 25</b>

<b>Amount</b>	<b>£18,693</b>
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- 3.3 The grant will be paid in two six-monthly instalments. If special conditions are attached to the release of payments these will be specified below.
- 3.4 Should the milestones or activity levels set out in this Agreement not be achieved, the Council reserves the right to apportion funding accordingly and/or withhold or withdraw the funding completely.
- 3.5 The Council does not accept responsibility for funding over-performance in activity levels.

#### **4. Service Monitoring and Evaluation Arrangements**

- 4.1 This funding agreement will be monitored against the delivery of the Provider's plan and commissioning proposal submitted in response to the Council's commissioning document and outlined in Schedule D.
- 4.2 The Council and the Provider will agree a set of performance indicators and targets to measure delivery against the Council's commissioning priorities as set out in Schedule D. The Provider will collect information about their performance against the targets set and report to the Council as follows;
- The Provider will be available to participate in quarterly monitoring meetings per year
  - The Provider will submit an annual year end monitoring report (by XX (depending on contract start))

#### **5. Service Evaluation Arrangements**

- 5.1 The Provider undertakes to co-operate fully with any separate evaluation exercises which the Council may wish to conduct and/or commission involving selected providers.

#### **6. The Council undertakes to:**

- 6.1 Make payment to the Provider by the agreed payment date, subject to income having been agreed by the Council's funders.
- 6.2 Acknowledge comments or requests from the Provider for advice and information on the grants programme within 3 working days and make a substantive response within seven (7) working days.
- 6.3 Make the Provider aware of the Council' Complaints Procedure.

**The London Borough of Richmond upon Thames  
SERVICE SCHEDULE**

**A. Financial Information:**

<b>Budget 2024</b>	<b>2024 – 2025</b>	
	<b>TOTAL PROJECT COST</b>	<b>AMOUNT OF PROJECT COST FUNDED BY LBRUT GRANT</b>
Total Salaries (incl NI & Pensions)		
Post(s) funded by LBRuT grant (incl NI & Pensions):		
List posts including job title and FTE equivalent funded by LBRuT		
Other staff costs (eg training and expenses)		
Premises costs (eg rent, utilities, etc): rent	£18,693	£18,693
Marketing and publicity		
Capital expenditure		
Other [please state]		
<b>TOTAL</b>	<b>£18,693</b>	<b>£18,693</b>

**B. Additional Requirements:**

<b>Special Arrangements / Conditions:</b>

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**B. Quality Assurance:**

	<b>(Please complete the relevant column)</b>		
<b>QUALITY INDICATOR</b>	<b>ALREADY IN PLACE</b>	<b>TO BE IN PLACE BY</b>	<b>NOT REQUIRED</b>
<b>Financial Regulations</b>			
<b>Equal Opportunities and Diversity Policy</b>			
<b>Service User Involvement Policy or Statement</b>			
<b>Safeguarding Children and/ or Adults at Risk Policy</b>			
<b>Health &amp; Safety Policy</b>			

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## D. Work Programme Targets:

Outcomes	Activities	Performance Indicators and Targets
The outcomes below have been identified as priorities for the Borough.	The activities you put down should impact on the outcomes. Activities should be SMART (Specific, Measurable, Achievable, Resourced and Timed)	The indicators should be expressed in numbers or percentages. Targets should be set for the duration of the agreement
To be agreed	To be agreed	<ul style="list-style-type: none"> <li>a. Number of people using the service</li> <li>b. Number of people from defined groups (e.g. people with learning disabilities, people with mental health needs, people with dementia) using the service</li> <li>c. Number of volunteers engaged</li> <li>d. Horticultural outputs</li> <li>e. Support the delivery of the Local Biodiversity Action Plan</li> </ul>

The Provider has 12 weeks from the date of this Agreement to complete the Service Schedule. The Council reserves the right to withhold the second instalments payment until the Service Schedule is completed.

## TERMS AND CONDITIONS

*If you have any queries about our requirements set out below, please discuss these with your Council service lead before signing these Terms and Conditions.*

### **Purpose of Grant:**

1. The grant is made only for the purposes set out in the application to which it relates.
2. Providers must agree with the Council a detailed Service Schedule which sets out specific outcomes, activities and targets under this funding within 12 weeks of the level of grant being confirmed. The Council reserves the right to withhold the next instalment payment until the Service Schedule is completed and returned to the relevant persons.
3. Providers must receive written permission in advance from the Council before making any significant variations to the agreed Service Schedule.
4. The Council reserves the right to claim back any grant or part of a grant which has not been used for the purposes agreed. Organisations **must** inform the Council of any annual underspend in a grant and any decision to claim back the grant or any part of the grant shall be at the sole discretion of the Council.
5. The grant may not be used for lobbying designed to promote or oppose any political party or political cause or otherwise engage in party political activity.

### **Records:**

6. Providers must keep proper and up to date records and accounts that show how the grant from the Council is being used. Your financial records showing how this grant is being used must be available to the Council for inspection at reasonable notice.
7. The funding from the Council must appear separately identified in your accounts as restricted for the purpose set out in the Funding Agreement. In addition, Section 37 of the Local Government and Housing Act 1989 requires organisations receiving a grant or loan of £2,000 or more from a local authority to make a statement, in writing, of the use to which the grant/loan was put within 12 months of it being made. To comply with this condition of grant **ALL** Providers must ensure their accounts show:
  - the amount of grant received during the year and the purpose of the grant as specified in their Funding Agreement, or offer letter.
  - that the entire grant is restricted for the purpose set out in the Funding Agreement or offer letter.
  - if the grant has been underspent.

In addition Providers must provide a Section 37 statement confirming that the grant was fully used for the purpose(s) for which it was awarded. This must be signed by the Chief Executive, Chair, Treasurer or Company Secretary.

8. Audited accounts (or such accounts as are contained in Part IV of the 2011 Charities Act and supporting regulations, Charities SORP (FRS 102) or the Companies Act 2006)



covering the period(s) during which the grant was used must be sent to the Council within 10 months of the end of the financial year.

9. Where all or part of the grant is a contribution towards part or all of the costs of a new post, Providers must provide the Council:

- a copy of the job advertisement;
- a Job Description and Person Specification;
- confirmation of the post being filled (including name of post holder);
- a starting date.

10. Capital grants will only be paid following written confirmation of the starting date of work and/or the order of supplies/equipment upon presentation of invoices/receipts.

11. When a mini bus or other vehicle is purchased, a copy of the vehicle registration document must be provided.

12. When a capital grant of £25,000 and above is made towards the purchase or rehabilitation of a building, the grant will be released, where possible, on presentation of architect's certificates and other evidence of funds being required for payment. Payment of the grant will be made in accordance with the staging of payments for the project or on receipt of an invoice stating that sums are due from the Project Manager or Developer.

13. The Providers must obtain the prior written consent of the Council before disposing of any capital equipment, land, vehicles or buildings which have been acquired, adapted or improved with the aid of a grant from the Council where the value exceeds £25,000. The Council may require repayment of all or part of any proceeds of the disposal or sale in certain cases and any decision to claim back the grant or any part of a grant shall be at the sole discretion of the Council. This will apply for a period of up to five years after the grant has been made.

14. Where a capital grant is made towards the purchase (of a freehold or leasehold interest) or rehabilitation of a building, the Council must be supplied with:

- detailed planning permission (if required)
- listed building consent (if required)

No grant will be paid prior to the receipt of this information.

### **TUPE**

15. The Provider agrees that they shall provide the information required in Schedule 1.

### **Acknowledgement:**

16. The Council expects Providers to acknowledge its support wherever appropriate and will supply a logo for this purpose.

- The Council's logo should be included in all job advertisements for posts funded wholly by the Council.

- Websites or pages about the funded project or organisation should feature the Council logo. Please contact your Grant Officer for further guidance.

17. Providers **must** acknowledge the Council's support in their Annual Report.

### **Policies and Procedures:**

18. As a minimum, all Providers must develop and implement policies and procedures in the following key areas within 3 months of the beginning of the grant year:

- **User Involvement:** Providers must implement a User Involvement Policy which clearly shows how the organisation involves its service users in the governance and management of the organisation.
- **Financial Management:** Providers must implement a procedures document which shows how it manages its finances.
- **Equal Opportunities and Diversity:** Providers must implement an Equal Opportunities and Diversity Policy which sets out their approach to the promotion of equality of opportunity in their governance, management and service delivery.
- **Health and Safety Policy:** Providers must implement a Health and Safety policy and procedures in the management of its organisation and services.

The level of detail of each of these documents will depend in part on the size and type of your organisation and the service being funded. Your Grants Officer will give you further guidance on this.

19. In addition, organisations working substantially with children and vulnerable adults must have in place an appropriate policy in the following area within 3 months of the beginning of the grant year:

- **Safeguarding Children, Young People and / or Adults at Risk:** Providers are responsible for being fully aware of issues about protecting children and adults at risk. You must consider any possible associated risks involved in the activities funded by the Council and take appropriate action to protect everyone involved.

You must adopt and implement a written policy and set of procedures to protect children, young people and / or adults at risk. As part of these procedures, you should check the backgrounds of any of your organisation's staff (including trustees and volunteers) who are working in childcare positions, whether this work is formal or informal. You must make any 'disclosures' as described in the Protection of Children Act 1999.

You should do all this even if you are not a regulated childcare provider and have to do so by law.

Guidance on the development and implementation of all of these policies is available from Richmond Council for Voluntary Service ([www.richmondcvcs.org.uk](http://www.richmondcvcs.org.uk)).

**Monitoring and Evaluation:**

20. All funded groups are required to produce regular monitoring information about their funded activities. Unless otherwise specified as a condition of grant, all funded groups are required to:

- Submit a project-end monitoring report (**date to be confirmed**).

The format for this report is based on updates of the service schedule agreed with Providers at the beginning of the year.

**Standard Payment Terms:**

21. Payment of grant will normally be bi-annually as follows unless expressly provided otherwise above:

XX - XX	Paid on return of signed terms and conditions of grant and six months after

22. When the grant is awarded, or during the grant year, the Council may attach special conditions to a grant which may affect the frequency of payment. The Council will notify any group of these special conditions in writing.

23. The Council may retain a proportion of the grant from the final scheduled instalment, for example if the Provider is unable to supply satisfactory information about their activities or grant spending. It is at the Council's discretion whether such a retention is released, subject to discussions with the Providers.

**General Conditions:**

24. Providers must operate within any relevant government legislation or regulation (including relevant Charity and Company law), especially when employing staff.

25. Organisations will be expected to repay grants if they are found to have acted fraudulently or negligently or are dissolved (including under the 2011 Charities Act), wound up (under the Insolvency Act 1986 or the Charities Act 2011), disbanded, are put into insolvent liquidation, or if the Commissioners use their powers to establish a Scheme for the administration of the Charity under Section 69(1)(a) of the 2011 Charities Act or otherwise cease to operate. Any decision to claim back the grant or any part of the grant shall be at the sole discretion of the London Borough of Richmond upon Thames. Grants are also repayable if the application was completed fraudulently.

## **Schedule 1**

As outlined in section 15 of the terms and conditions, the Council may require information from the Provider in relation to their employees for TUPE purposes. Upon the Council's request for the information, the Provider has two weeks to supply the information.

Below is the information that maybe requested (this list is not exhaustive):

1. Employee Liability Information: the information that a transferor is obliged to notify to a transferee under Regulation 11(2) of TUPE:
  - the identity and age of the employee; and
  - the employee's written statement of employment particulars (as required under section 1 of the Employment Rights Act 1996); and
  - information about any disciplinary action taken against the employee and any grievances raised by the employee, where the Employment Act 2002 (Dispute Resolution) Regulations 2004 (SI 2004/752) and/or a Code of Practice issued under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 relating exclusively or primarily to the resolution of disputes applied, within the previous two years; and
  - information about any court or tribunal case, claim or action either brought by the employee against the transferor within the previous two years or where the transferor has reasonable grounds to believe that such action may be brought against the Recipient arising out of the employee's employment with the transferor; and
  - information about any collective agreement that will have effect after the Effective Date or the Project Transfer Date, as the case may be, in relation to the employee under regulation 5(a) of TUPE.
2. Employment Liabilities: all claims, including claims for redundancy payments, unlawful deduction of wages, unfair, wrongful or constructive dismissal compensation, compensation for sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy or maternity, or sexual orientation discrimination, claims for equal pay, compensation for less favourable treatment of part-time workers, and any claims (whether in tort, contract, statute or otherwise), demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation (including any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body), and of implementing any requirements which may arise from such investigation, and any legal costs and expenses.

**Parties to the Agreement:**

(This should be signed by someone who is authorised to do so on behalf of your organisation. This does not have to be a member of your organisation's management committee)

<b>FOR TO BE ADDED</b>		<b>FOR the London Borough of Richmond upon Thames</b>	
<b>Name:</b>		<b>Name:</b>	
<b>Position:</b>		<b>Position:</b>	
<b>Signed:</b>		<b>Signed:</b>	
<b>Date:</b>		<b>Date:</b>	