



SERVICE LEVEL AGREEMENT POLICY

Date Ratified:	10 October 2024
Meeting:	Finance and General Purpose Committee
Next review date:	October 2027 (<i>3 yearly review</i>)

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INTRODUCTION

This facility is intended for use where the Town Council wishes to provide medium to long term support for a valued community service within the Town that delivers a service throughout the year. Due to the longer-term funding commitment associated with Service Level Agreements, the applicant will need to demonstrate that the service provides a significant community benefit over a continuing period of time. Service level agreements are typically awarded for a period of three years.

TIMESCALE

New Service Level Agreement funding needs to be agreed in advance of budget setting for the following financial year. This means that proposals would have to be received for consideration by Full Council by the end of October at the latest for inclusion in budget development for following financial year (commencing 1 April).

Larger bids will ultimately mean greater scrutiny by councillors and additional information may be required. Therefore, it is helpful to submit applications for funding earlier rather than later, as requirement for additional research, or potentially public engagement activities may prolong the timetable.

ASSESSMENT

Thornbury Town Council awards Service Level Agreements to services which will provide direct benefit to the local community.

A Service Level Agreement application will be assessed according to how well the proposal delivers the values and priorities in the Town Council strategy. Full details of the Town Council's current Strategy can be found on the Town Council's website.

PROCESS

Organisations will be required to complete the application form, APPENDIX A, and submit to the Council within the timescales above. The template for Service Level Agreements is detailed below. The Town Council will assess the application which may be delegated to a committee or working groups as per relevant terms of reference. A draft agreement will be prepared and proposed to the applicant. After any negotiations, the draft agreement is then sent to solicitors for review and approval before finalisation and signature by both parties involved.

TEMPLATE FOR SERVICE LEVEL AGREEMENTS

1. PURPOSE

- 1.1 Thornbury Town Council is a public body, with its funding raised via the Town Council precept on the council tax. As such, the Town Council has a responsibility to ensure that best value is achieved in the commitment of public money. This Service Level Agreement is intended to set out the service and benefits the town of Thornbury will receive in return for Town Council Service Level Agreement funding.
- 1.2 Determine the dates for the agreement
- 1.3 Detail who the agreement is between
- 1.4 The Town Council's financial support is granted under General Power of Competence and in line with the agreed Priorities of the Town Council's Strategy 2023-28, namely to:

Promote community activities to build Thornbury's sense of community and pride;

and to continue to;

continue to deliver its partnership with voluntary and community organisations through the grants programme, and Service Level Agreements, and;

Work to engage all parts of the community, such as older and young people; new residents and communities; cultural and historical organisations; sports and recreation clubs.

2. TOWN COUNCIL CORE FUNDING AND SUPPORT

The organisation applying for a Service Level Agreement will need to detail the service they will be providing along with breakdown of costs. Organisations applying for a Service Level Agreement will need to understand that the agreement is subject to the terms, outcomes and conditions set out in this agreement.

2.1 Detail the service that will be delivered.

2.2 Detail the amount and frequency of the payment.

2.3 Detail any other support the Town Council may wish to provide or support such as a councillor representative, helping to promote events of the service provider.

3. SERVICE PROVIDER RESPONSIBILITIES

Clearly define the standards for the service offered.

3.1 The [Service Provider] will work to deliver its purpose as defined in clause 2.1.

3.2 Detail the responsibilities of the service provider in relation to the Service Level Agreement. Examples include:

3.3 Accreditation with applicable governance duties such as Charity Commission requirements.

3.4 Encourage service recipient feedback for continuous improvement.

4. MONITORING AND ASSESSMENT

4.1 The [Service Provider] will provide any Town Council nominated representative with the agendas and minutes of all meetings of the [Service Provider] as requested. The Town Council's appointed representative will attend the meetings.

4.2 A report of the past year's activities and achievements will be provided to the Town Clerk by the 30th June each year, for reporting to the Town Council's relevant meeting. This report will include statistics on those who have benefited along with details on how the Service Level Agreement funding received from the Town Council has been spent.

4.3 Thornbury Town Council reserves the right to a meeting once a year (which may or may not be exercised) with [Service Provider] representatives to review and evaluate all matters contained in this Agreement.

4.4 The [Service Provider] shall provide a copy of its Annual Report and accounts to the Town Clerk each year and shall also, if requested, make a presentation to the Annual Town Meeting.

5. CHANGES IN CIRCUMSTANCES

- 5.1 The [Service Provider] agrees that any substantial changes in its circumstances shall be notified to Thornbury Town Council as soon as possible.
- 5.2 The [Service Provider] will inform the Town Council at the earliest opportunity if it becomes apparent that any of the targets/objectives in clause 3 above are at risk of achievement.
- 5.3 Any significant changes to the objectives and aims of the [Service Provider] will be agreed with the Town Council.

6. CHANGES TO AGREEMENT

Any changes to this agreement must be agreed jointly by the Town Council and the [Service Provider]. Thornbury Town Council reserves the right to demand repayment of all or any part of the financial support paid under this agreement, should it become apparent that such monies have been applied to purposes as detailed in clause 3.

7. PUBLICITY AND ACKNOWLEDGEMENT OF SUPPORT

- 7.1 The [Service Provider] will routinely, publicly and prominently recognise the Town Council's support in the running of the service. The Town Council logo will be provided to the [Service Provider] for this purpose.
- 7.2 Appropriate acknowledgement of the financial support received from the Town Council shall be included on relevant promotional literature and online/social media.

8. DISPUTES AND TERMINATION

- 8.1 The parties shall use their best endeavours to resolve by agreement any dispute as to the working of this agreement. In the unlikely event of failure to agree, the issue shall be referred for determination by a mutually agreed single arbitrator to be agreed upon by the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Arbitrators in accordance with the Arbitration Act 1950 or any statutory modification or re-enactment of it for the time being in force.
- 8.2 Either party may terminate this Agreement forthwith by one year's notice in writing to the other if the other party commits a material breach of this Agreement which either cannot be remedied under any circumstances, or the other party fails to remedy it within 90 days of being given notice in writing setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement.

9. COMPLIANCE TO LAWS AND REGULATIONS

The Town Council can request evidence of compliance to relevant laws and regulations to ensure that the funded services are delivered effectively and compliantly. Examples include:

- 9.1 Evidence of compliance with the Data Protection Act 2018 and GDPR, including a data protection policy.
- 9.2 Evidence of Safeguarding if working with children or vulnerable adults
- 9.3 Evidence of Public Liability Insurance

10. SIGNATURES

In signing below, both parties agree with the conditions outlined in this document:

Signature: _____ Date: _____

Name: _____ Position: _____

On behalf of [Service Provider]

Signature: _____ Date: _____

Name: _____ Position: _____

On behalf of Thornbury Town Council

APPENDIX A - SERVICE LEVEL AGREEMENT APPLICATION FORM

SECTION 1: ORGANISATION INFORMATION	
NAME OF ORGANISATION	
PRIMARY CONTACT NAME	
PRIMARY CONTACT EMAIL	
PRIMARY CONTACT PHONE NUMBER	
PRIMARY CONTACT ADDRESS	
PLEASE TELL US ABOUT YOUR ORGANISATION	
ARE YOU A REGISTERED CHARITY?	YES / NO (please circle)
CHARITY NUMBER	
ARE YOU AFFILIATED TO ANY NATIONAL ORGANISATION?	
PLEASE GIVE US DETAILS OF THE NATIONAL ORGANISATION	
WHERE IS THE ORGANISATION LOCATED?	

HOW IS YOUR ORGANISATION FUNDED?

WHAT ARE YOUR CURRENT MEMBERSHIP FEES/CHARGES, IF APPLICABLE?

PLEASE CONFIRM YOUR ORGANISATION HAS A BANK ACCOUNT (NOT A PERSONAL ACCOUNT)

PLEASE STATE YOUR CURRENT RESERVES

PLEASE GIVE AN OUTLINE OF WHAT YOUR RESERVES ARE FOR/IF ANY OF THE FUNDS ARE RINGFENCED

SECTION 2: SERVICE DELIVERY

PLEASE PROVIDE A DETAILED DESCRIPTION OF THE SERVICE YOUR ORGANISATION WILL BE PROVIDING

CAN YOU EXPLAIN THE IDENTIFIED NEED FOR THIS PROJECT?

WHO WILL IT BENEFIT AND HOW?			
HOW MANY PEOPLE IN TOTAL WILL BENEFIT?			
HOW MANY OF THESE ARE FROM THORNBURY PARISH?			
HOW DOES YOUR APPLICATION MEET THE TOWN COUNCIL'S STRATEGIC PRIORITIES?			
ENVIRONMENTAL STATEMENT (PLEASE REFER TO OUR GRANT POLICY)			
PROPOSED SLA START DATE			
PROPOSED SLA END			
SECTION 3: FINANCES			
TOTAL PROJECT COST		AMOUNT OF FUNDING SOUGHT FROM THORNBURY TOWN COUNCIL	
HAS OTHER FUNDING BEEN SOUGHT/OBTAINED?			
PROVIDE DETAILS OF OTHER FUNDING			
IF NOT APPLYING FOR FULL COST, HOW WILL THE REST BE FUNDED?			

IF YOU ARE AWARDED LESS THAN 100% OF YOUR REQUESTED AMOUNT, IS PROJECT STILL VIABLE? HOW WOULD YOU MODIFY IT?	
CAN YOU RECLAIM VAT?	
IS THERE ANY SUPPLEMENTARY INFORMATION YOU WOULD LIKE TO TELL US?	
SECTION 4: BANK DETAILS	
IF YOU ARE AWARDED FUNDING, PLEASE CONFIRM THE ACCOUNT NAME, NUMBER AND SORT CODE YOU WOULD LIKE IT PAID INTO	