

**SERVICE
LEVEL
AGREEMENT**

**This agreement sets out the detail of the funding relationship
between:**

Rother District Council

and

Rye Town Council

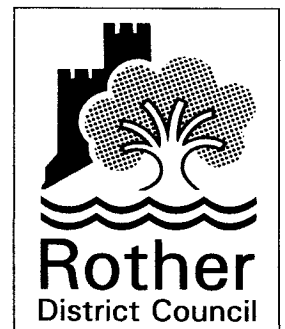
Agreement Period: April 1 2015 to March 31 2016

RDC Member Representative: Cllr Simon Elford

Head of Service: Brenda Mason

Monitoring Officer: Donna Hall

Service Provider contact: Richard Farhall



1. DETAIL/ PERIOD OF THE AGREEMENT

- 1.1 THIS AGREEMENT is made between Rother District Council ("the District Council"), and Rye Town Council ("the Town Council").
- 1.2 The Agreement covers the period 1st April 2015 to 31st March 2016 and will be reviewed at a minimum of six monthly intervals.
- 1.3 The renewal of this agreement for the following period will take place between January and March 2016.

2. OBJECTIVE OF AGREEMENT

- 2.1 The District Council wishes to work in partnership with the Town Council to manage the distribution of event funding for Rye and the surrounding area. The event funding will specifically be allocated to support the development and delivery of new events attracting visitors from outside the local area or to existing events where new activity or marketing is being conducted, again where this attracts a visitor audience from outside Rye.
- 2.2 The Town Council will manage the distribution of the £9,000 event funding by working with quality event organisers (based in Rother or East Sussex) and stakeholders to facilitate the development of new and existing events within the town and surrounding area of Rye.

2.3 The responsibility of ensuring the events funded through the Town Council's grant are safe, correctly assessed for risk, comply with Byelaws, licensing and general legislation as well as being fully insured to the correct level of cover sit with the Town Council.

- 2.4 Any event being planned on the District Council land and being supported through this grant scheme still requires the organiser of the event to apply to the District Council for permission, pay any associated charges and supply all relevant documentation as required. Receipt of funding through this grant scheme does not automatically constitute permission.

3 DEFINITIONS and INTERPRETATIONS

- 3.1 Rye Town Council: For the purpose of this agreement, the Town Council is recognised as a statutory body working for the social, economic and environmental well-being of the ancient town of Rye.
- 3.2 Rye Town Council has the following main functions: Providing an information centre & visitor attraction; wedding venue, skate park, rugby field and residential accommodation
- 3.3 Rother District Council: Rother district will be recognised for its high quality of life, as a place where there is a strong emphasis on community and neighbourhoods. This will be achieved by continuing to support and further encourage the development of vibrant, strong, safe and inclusive communities. The Vision of the council for the District is:
 - We want to see greater economic prosperity through the emergence of an educated and skilled workforce in well paid employment.
 - We want to see individuals and groups and local communities able to take on more responsibilities.
 - We want Rother to be a place that is able to attract and retain young people.
 - We want to encourage a local identity that welcomes all people.
 - We want to tackle deprivation.
 - We want to retain confidence in public safety.

- We want our residents to be housed in homes that are warm and have modern facilities.
- We want our residents to have the opportunity of being pro-active in sport as well as cultural activities leading to a greater community spirit and a healthy lifestyle for everyone.
- We want to see our outstanding countryside and coastline carefully managed, conserved and promoted for their contribution to our quality of life.
- We want to see a range of transport options which meet the needs of people living, visiting and working in the district.

The District Council has four Corporate Aims:

- An Efficient, Flexible and Effective Council
- Sustainable Economic Prosperity
- Stronger, Safer Communities
- A Quality Physical Environment

4 STATUS OF SERVICE PROVIDER

- 4.1 In carrying out this Partnership Funding Agreement, the Town Council is acting in its own right as an independent agency and not as an agent of the District Council.

5 OBLIGATIONS OF THE PARTIES

- 5.1 Following receipt of the signed Service Level Agreement, the District Council will release funds to the Town Council on the following basis:
- The Town Council to provide the District Council written confirmation of the event grants approved by each Policy, Resources and General Purposes Committee and ratified by Full Council after each meeting. The District Council will then release the confirmed funds to the Town Council to distribute accordingly.

- 5.2 The Town Council will supply the services as specified in Appendix A, which sets out the detail of the activity agreed between the Town Council and the District Council and provides a monitoring tool against which performance can be evaluated.
- 5.3 Senior Town Council executives will attend occasional meetings to engage with the District Council Members and officers as required.
- 5.4 The Town Council must in all respects comply with the provisions of the Data Protection Act 1998 and any subsequent legislation.
- 5.5 The Town Council will assist the District Council in meeting requests for information in relation to the services provided under this agreement that are made to the District Council under the provisions of the Freedom of Information Act 2000.
- 5.6 The parties to this Agreement do not intend any third party to enforce any provision of this agreement under the provisions of the Contract Rights of Third Parties Act 1999.

6 SERVICE SPECIFICATION

Service Standards

- 6.1 The Town Council will maintain an Equal Opportunities Policy, Child Protection Policy, Equalities Policy and a Health and Safety Policy as a minimum in its service delivery and employment practices. Only trained and sufficiently experienced personnel will provide any advice and training offered by the Town Council.

Service Receivers

- 6.2 The Town Council services will be offered regardless of race, gender, religion, sexuality, age, class or disability. The Town Council will operate a procedure for dealing with complaints and will make available a full record of complaints received to the Monitoring Officer as required.

Management

- 6.3 The District Council will be provided with copies of the constitutional and policy documentation for the Town Council and with any subsequent amendments.
- 6.4 The Town Council will act with all due diligence in managing the specified services efficiently and effectively, delivering the best possible outcomes within the resources supplied.

Insurance

- 6.5 A copy of the Town Council's Public Liability insurance certificate will be sent to the District Council at the time of its annual renewal.

7 REVIEW AND MONITORING OF ACTIVITY

- 7.1 The District Council's two Elected Rye Ward Members will be nominated as observers and contributors at the Town Council's Policy, Resources and General Purposes Committee where event funding is being discussed and approved and will be regularly updated by the Town Council (at least quarterly). Key financial and managerial records will be made available for inspection by authorised representatives of the District Council on request
- 7.2 The Town Council shall request each Event Organiser complete an evaluation form (a copy of which will be provided by the District Council) as part of the agreement of funding.
- 7.3 The District Council acknowledges the right of the Town Council to maintain confidentiality at all times in respect of personal information. A copy of the Town Councils Annual Report and audited accounts will be submitted at the end of each fiscal year for financial and managerial monitoring by the District Council.
- 7.5 The Town Council will report to the District Council's Overview and Scrutiny Committee in the last quarter of 15/16 financial year, the report will cover the allocation of the £9,000 events funding for Rye and surrounding area in accordance with this agreement, and the outcomes expected as a result of the support given.
- 7.6 After each Policy, ^{Resources} ~~Licensing~~ and General Purposes Committee the Town Council will report to the Monitoring Officer at the District Council on the allocation of funds.

8 TERMINATION

- 8.1 Either party may terminate this Agreement:
- at any time by giving not less than 6 months' notice in writing to the other party;
 - at any time by written notice given to the other party if the other party shall fail or neglect to observe and perform any of its obligations under this Agreement having previously been served a written notice of such failure or neglect and failed to remedy such failure or neglect within a reasonable period (not being less than 28 days) specified by the aggrieved party;

- on giving notice in writing to the other if the party shall pass a resolution for winding up (otherwise than for the purposes of a solvent amalgamation or reconstruction where the resulting entity assumes all the obligations of the relevant party under this Agreement) or a court shall make an order to that effect or if the other party shall cease to carry on its business or substantially the whole of its business or becomes or is declared insolvent or commits any act of bankruptcy or convenes a meeting of or makes or proposes to make any arrangement with its creditors or if a liquidator, receiver, administrator, trustee, manager or similar officer is appointed of any of the assets of the other party or any analogous step is taking in connection with the others insolvency, bankruptcy or dissolution.

8.2 The District Council may terminate this Agreement at any time if the Town Council gives or offers any gift or consideration whatsoever as an inducement or reward to any servant of a public body or agent of the Crown, such action being a criminal offence punishable by imprisonment. In the event of termination under this clause the District Council shall be entitled to recover from the Town Council the amount of any loss resulting from such termination.

8.3 On receipt of notice of termination by either party payment will be made up to the termination date in accordance with the schedule of fees at clause 5.1. The District Council will be entitled to reclaim payment of any amount pertaining to services paid for in advance beyond the termination date.

9 **GENERAL**

9.1 No amendments to this Agreement shall be effective unless it is in writing and is expressed to be an amendment to this Agreement and is duly signed by authorised persons of the parties hereto.

9.2 This Agreement shall be governed by English Law and the parties submit to the exclusive jurisdiction of the English courts.

For Rye Town Council
Town Hall
Market Street
Rye
East Sussex
TN31 7LA

Name (please print).....

Designation.....

Date.....

Signature.....

For **Rother District Council**
Town Hall
Bexhill on Sea
East Sussex
TN39 3JX

Name (please print).....

Designation.....

Date.....

Signature.....

Services to be provided:

1. To manage the distribution of the annual £9,000 event funding by working with event organisers and stakeholders to facilitate new and existing events within Rye and the surrounding Rye area within the following criteria:
 - a. New Events – support to be given to new events whose target audience is primarily visitors from outside of Rye (i.e. not residents)
 - b. Existing events – support to be given to additional event activity or new marketing activity which will attract a new visitor audience (i.e. not targeted at residents)
2. Where possible to help support events where match funding has already been identified within the organisers business plan
3. Any event in receipt of funding from the Town Council through this Service Level Agreement must ensure that their marketing and promotional activities carry the Rother District Council logo, 1066 Country logo and the 1066 Country website address www.visit1066Country.com
4. To support District Council monitoring, ensure each Event Organiser completes an Evaluation as part of the funding agreement, additional to suitable monitoring and reporting mechanisms.
5. To report to the District Council's Overview and Scrutiny Committee on the allocation of funding during 2015/2016 and the reasoning behind this, including details of the expected outcomes arising from the support provided.