



**SERVICE LEVEL AGREEMENT**  
between  
**SHAFTESBURY TOWN COUNCIL (STC)**  
and  
**ORGANISATION X**

**BACKGROUND:**

The Council is committed to supporting and strengthening the many networks and community groups that help to make a positive difference to Shaftesbury as a great place to live and work and visit. The Council can make a difference through the grants process however where a service provision exists then a formal process is adopted in the form of a service level agreement. This agreement provides mutual clarity on terms of agreement, purpose, strategic objectives, principles and values and services, finance, monitoring termination, disputes and indemnity as outlined in the SLA.

**TERMS OF AGREEMENT**

The parties to this agreement are **Shaftesbury Town Council** and **ORGANISATION X**. The agreement may be renewed with the mutual consent of both parties.

**1. PURPOSE**

The parties to this Agreement wish to work together for the advice service in Shaftesbury in line with the objectives contained within the Council 5-year Strategic Plan.

**2. STRATEGIC OBJECTIVES**

- To be specific related activity and objectives to listed in line with the annual impact report
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**PRINCIPLES AND VALUES**

The following principles and values describe the way in which **ORGANISATION X** operates to achieve the strategic objectives:

- List the principles and values

**4. SERVICES TO BE OFFERED**

**ORGANISATION X** delivers a service as follows:

- List the services

The Lead Councillor for (name the relevant workstream Lead Councillor) to be periodically invited to the Trustee meetings

## 5. FINANCE

In furtherance of this agreement, the Council will provide funding to **ORGANISATION X** as follows:

**2018/ 19 £x contribution per annum** and this will be reviewed annually

- The funding will be paid in June each financial year upon receipt of the appropriate invoice from **ORGANISATION X** and on receipt of annual accounts
- Funding from the Council will be targeted to specific Shaftesbury related activity as detailed within the annual impact report (this document will need to feature the annual objectives and expected KPI outcomes)
- Under the Local Government Act 2003, **ORGANISATION X** must ensure that all areas of work and activity are regulated by good governance and comply with Best practice procedures.

### 5a Internal External Audit

- **ORGANISATION X** will ensure that Shaftesbury Town Council's internal auditor has a right of access to key records in its organisation and, if appropriate, its accounts and financial arrangements so that the Council's external auditor may follow the trail of public money from the Council through **ORGANISATION X** to its destination.
- **ORGANISATION X** will ensure that Shaftesbury Town Council's internal auditor is able to seek, through the Council, any explanations which he/she considers necessary from representatives of **ORGANISATION X**
- CAB North Dorset will ensure all legal responsibilities regarding the provision of service are adhered to.

## 6. PERFORMANCE AND ANNUAL MONITORING REPORTS

- **ORGANISATION X** will provide to the Lead Councillor for Residents Lifestyle Indoor, Town Clerk and relevant Officer a formal update twice per annum indicating progress against key performance indicators.
- **ORGANISATION X** will provide predictions on estimates for financial support required on an annual basis – this will include KPI expectations
- **ORGANISATION X** will operate effective complaints procedures acceptable to the Council
- **ORGANISATION X** will maintain appropriate administrative, management and staff records from which performance indicators can be measured and reported.

## 7. VARIATION OF AGREEMENT/ TERMINATION

- The terms and conditions of this Agreement can only be varied following full consultation and mutual agreement between the parties. **ORGANISATION X** will notify the Council in writing if for any reason it is unable to maintain the services as specified in this Agreement and will return such parts of any grant that relates specifically to services not provided, proportionate to the contract period remaining.
- In the event of a breach of contract by either party, the party alleging the breach will give written notice of the alleged breach, and what it proposes needs to be done to remedy it, so long as the proposed remedies fall within the scope and intent of this contract, to the other. A reasonable time will be allowed to enable the remedial action to be taken, not exceeding one calendar month unless by mutual agreement a period exceeding one month but less than three months is agreed. If the breach is not remedied within the specified or agreed period, the party who alleged the breach may terminate the contract but will not be obliged to do so. Termination will be by written notice of intention to terminate. The period of notice will be such as to cause minimal effect on the wellbeing of the users of the service provided hereunder but will not exceed a period of three months from the date of the notice of termination
- An annual review will take place at such time and in such a way as to enable either party the opportunity of giving three months' notice in writing of non-renewal of the Agreement.

- Termination of this Agreement shall have no effect on the liability of either party to the payment of sums arising under this Agreement prior to the date upon which termination takes place.

## 8. DISPUTES

If one party complains that the other has broken this Service Agreement it will give the other written notice, stating details of the breach (a Default Notice). If the breach is capable of remedial action, the Default Notice shall give written details of the remedial action the other should take and shall state an agreed period within which remedial action shall be taken. The agreed period will be a minimum of 3 months and a maximum of 6 months.

## 9. INDEMNITY

Shaftesbury Town Council will not be liable to **ORGANISATION X** or to any third party for any loss, cost, expense, penalty or damage incurred or suffered in consequence of or in connection with the delivery of activity under this Agreement.

### SERVICE AGREEMENT between Shaftesbury Town Council

And

**ORGANISATION X**

SIGNED ON BEHALF OF **ORGANISATION X**

Signature:

Name of

Signatory:

(Block Capitals)

SIGNED ON BEHALF OF SHAFTESBURY TOWN COUNCIL:

Signature:

Name of

Signatory:

(Block Capitals)

**DATE**

End.....