

# Wimborne Minster Town Council Service Level Agreement

Author: L Harrison, Town Clerk, Wimborne Minster Town Council, 23 July 2024  
Approved and adopted by Full Council 30 July, minute reference FC/2024/056.

## Service Level Agreement Between Wimborne Minster Town Council and [enter name of organisation]

### 1. Background

[enter summary details of the service being provided]

### 2. Terms of agreement

The parties to this agreement are [enter name of organisation] (the Organisation) and Wimborne Minster Town Council (the Council).

This Agreement commences on [insert date] and remains valid until [insert date]. The Agreement may be renewed on terms to be agreed with the mutual agreement of both parties

### 3. Purpose

The aim of this project is to provide [insert details of service being provided] (the Services).

### 4. Principles and values

The Council works to improve the lives of those who live, work, learn and visit the parish of Wimborne Minster.

The Council has a Strategic Plan in place for 2024 to 2029 with the following priorities:

- support a thriving and independent town
- address climate change and enhance biodiversity
- deliver inclusive access to services and facilities
- build on community engagement
- promote local democracy
- effective governance and value for money
- prioritise and deliver projects

The Strategic Plan is available to view in full at <https://www.wimborne.gov.uk/your-council/council-priorities/>

### 5. Quality

The Council will be responsible for:

- ensuring Council staff are available to advise on aspects of this agreement
- ensuring a named point of contact

The Organisation will be responsible for:

- providing a formal update twice per annum to the Council reporting on any changes to the delivery of the Services under this agreement including an account of how any grant has been spent

- providing an Annual Report to the Council that includes as a minimum the numbers of clients helped, client profile, issues presented and outcomes for residents and any other customers relevant to the parish of Wimborne Minster
- maintaining appropriate administrative, management finance, and staff records from which performance indicators can be measured and reported
- maintaining and publicising an appropriate complaints procedure for service users
- complying with all statutory and legislative provisions regarding health and safety, child and vulnerable persons protection, and safeguarding,
- provide an account of how any grant has been spent.

## 6. Finance

In furtherance of this agreement, the Council will provide funding to the Organisation as follows:

[insert arrangements below for funding including all amounts and dates]

| Payment amount | Payment Date |
|----------------|--------------|
|                |              |
|                |              |
|                |              |

## 7. Variation of agreement / termination

The terms and conditions of this Agreement can only be varied in writing following full consultation and mutual agreement between the parties. The Organisation will notify the Council in writing if for any reason it is unable to maintain the Services and will repay such parts of any grant that relates specifically to services not provided, proportionate to the agreement period remaining.

In the event of a breach of the terms of this agreement by either party, the party alleging the breach will give written notice to the other party (a Default Notice) of the alleged breach, and what it proposes needs to be done to remedy the breach.

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 but will not exceed a period of three months from the date of the notice of termination

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

## 8. Insurance and indemnity

For the duration of this agreement the Organisation will maintain:

- professional Indemnity Insurance with an indemnity limit of not less than £2 million - this insurance must not contain any exclusions relating to bodily injury or to the provision of a medical service or advice

- Public Liability Insurance with a limit of not less than £5 million - this insurance must not contain any exclusion in relation to accusations of abuse, and if the supplier is providing home visits to service users, they must have minimum abuse cover of £1,000,000.

The Council will not be liable to the Organisation 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 the Service under this Agreement.

## **9. Complaints**

Service users should be given clear guidance on how to make a complaint if required. All complaints about the service will be dealt with via the Organisation complaints procedure.

Full records must be kept of all complaints, investigations, and outcomes. A summary of all complaints, investigations and outcomes must be provided by the Organisation to the Council on request.

### **Signed on behalf of Wimborne Minster Town Council**

Signature:

Name (block capitals):

Role in Council:

Date:

### **Signed on behalf of [insert name of organisation]**

Signature:

Name (block capitals):

Role in organisation:

Date:

[end]