

SERVICE AND FUNDING AGREEMENT

between

Easington District Council

and

East Durham Community Development Trust

THIS DEED of AGREEMENT is dated theday of.....2008

Between

1. PARTIES

Easington District Council	East Durham Community Development Trust
Council Offices	Community House
Seaside Lane	Yoden Road
Easington	Peterlee
Peterlee	Co Durham
Co Durham	SR8 5DP
SR8 3TN	

2. DEFINITIONS

For the purposes of this Agreement: -

“The District” means the geographical area covered by Easington District Council.

“The Representative” for liaison purposes means in relation to Regeneration Initiatives Manager of Easington District Council or a nominated member of his staff.

”Voluntary Organisations” refers to community groups, non-profit making, self-help and other similar voluntary groups.

“The Services” means the services described in Section 5 to be performed by East Durham Community Development Trust in accordance with the terms of this Agreement.

3. SERVICE OBJECTIVES

Local authorities and voluntary organisations share the fundamental aim of striving to serve and represent the interests of their communities.

Easington District Council is committed to working in partnership with other local organisations in delivering services generally and through specific on-going corporate objectives for meeting people’s needs. These specific corporate objectives are defined in the Easington District council Corporate Plan and are: -

- Quality Services for our people
- Striving to achieve excellence in the workplace
- Sustainable jobs for everyone.
- Decent Homes for all
- Clean tidy Communities

- Better transport
- Making the district safe
- Building Healthy Communities.
- Learning Opportunities for all.

3.3 Further information relating to Easington District Councils corporate and partnership objectives or successor arrangements and any revision of these will be notified in writing to East Durham Community Development Trust.

3.4 East Durham Community Development Trust is a local voluntary organisation run by a Board of Trustees/Directors to support, promote and develop voluntary action, activity and services in the District of Easington.

3.5 It has six main functions: -

- To provide services and support to local voluntary and community organisations and groups.
- Liaison with wider bodies for the benefit of its members and the wider Voluntary and Community sectors.
- Enabling, developing and supporting representation and participation by local people on strategic decision making bodies such as East Durham Local Strategic Partnership and the Local Area Agreement structures.
- Research and Development work for the benefit of the Voluntary and Community sector in Easington District.
- Maintaining a focus on Volunteering in the District.
- Contributing to strategic partnership working.

3.6 Easington District Council accepts that East Durham Community Development Trust exists as an autonomous voluntary organisation with its own aims and objectives and that its work is driven by values of equal opportunities, social inclusion and anti-discrimination in shaping the services it offers to its members and residents of Easington District.

3.7 The parties agree that East Durham Community Development Trust has a key role to play in co-ordinating, supporting and developing the work of the voluntary and community sector and is able to make a significant contribution in helping Easington District Council achieve its corporate and partnership objectives and in promoting the economic, social and environmental well-being of the District.

4. PURPOSE OF AGREEMENT

4.1 To maintain and develop a full and effective partnership between Easington District Council and East Durham Community Development Trust in support of East Durham Community Development Trust's objectives and the provision of voluntary services within the District.

4.2 For Easington District Council to provide an annual grant to East Durham Community Development Trust to help it to provide, in a stable and effective way, the functions described in Section 5 to individuals and voluntary organisations in the District. It is the responsibility of East Durham Community Development Trust to assess whether individuals or organisations qualify for the services of East Durham Community Development Trust

- 4.3 Easington District Council accepts that East Durham Community Development Trust also receives funding from other sources and that the grant is therefore a contribution to the overall funding needed to enable East Durham Community Development Trust to fulfil its main functions and has no specific restriction.

5. DESCRIPTION OF SERVICE

In consideration of payment by Easington District Council to East Durham Community Development Trust of the annual grant referred to in paragraph 4.2 above, it is agreed that East Durham Community Development Trust will, having regard to the resources available to it, aim to provide the following range of functions. It is accepted that the priorities will vary according to local and changing circumstances and these will be reviewed through the monitoring arrangements described in Section 9, including a list of key performance indicators. This demonstrates the range of work expected to be achieved within the resources available and it is acknowledged that work over and above this may need to be supported by additional funding negotiated from time to time and agreed through the Standing Orders of Easington District Council.

Information

- To maintain a database of local voluntary organisations and where appropriate to link it to other databases providing information to the public.
- To produce a contemporary directory of local voluntary organisations included in the above database.
- To maintain and develop a focus on the benefits of Volunteering in the District
- To maintain the services required by the Voluntary and community sector in the District.
- To produce and distribute a regular newsletter or information bulletin and or electronic information to affiliated voluntary organisations relating to the services offered by East Durham Community Development Trust the activities of its members and other activities of interest.
- To maintain and develop a resource library of relevant information open to voluntary organisations and the public generally.
- To promote research into the needs of the voluntary sector locally and conduct surveys of local needs among voluntary groups.
- To provide information to gain publicity for voluntary activity.

Development

- To support and encourage the development of existing and new voluntary organisations in the District to fill gaps in provision.
- To encourage and share good practice and cooperative working between voluntary organisations.
- To maintain and develop a Volunteer Bureau in the District.
- To facilitate the development and capacity of voluntary organisations through practical help and advice to enable them to manage and sustain themselves more effectively.
- To provide a consultancy service and a range of practical advice to voluntary organisations on various aspects of management support including: business planning; constitutional arrangements including Charity Commission/Company registration; legal/insurance issues; human resource management; financial management; premises management; information technology.
- To co-ordinate the provision of practical training for paid staff, volunteers and management committee members of voluntary organisations.
- To enable voluntary and community organisations to identify possible sources of funding, giving advice on likely sources and application arrangements.

- To establish the highest accredited standards of service delivery.
- To establish the Trust as a model employer.

Participation

- To maintain and support an active representative membership.
- To be the point of contact for statutory agencies at the pre-consultation stage about how consultations with voluntary organisations should be focussed and organised.
- To make the voluntary sector database available for various consultations and to advise on its appropriate use (e.g. Community Strategy and Community Care Plan).
- To develop the provision of support to individual and groups of voluntary organisations wishing to respond to consultations and where appropriate to organise a response on behalf of the voluntary sector.
- To provide general responses to consultation requested by Easington District Council or other public agencies on behalf of the voluntary sector when requested to do so.
- To communicate with voluntary organisations, informing them about issues that affect the voluntary sector (e.g. Compact) and where appropriate seek their views and facilitate discussions.

Partnership

- To work with Easington District Council and other local organisations in improving the delivery and co-ordination of statutory and voluntary services and to improve the overall well-being of the community and to reduce inequalities and social exclusion. This will involve participation in various formal and informal local partnership arrangements, primarily for the District but also by the East Durham Local Strategic Partnership and the County Durham Local Area Agreement contributing as a whole to County wide issues.
- To encourage the development and maintenance of voluntary sector forums to promote networking, non-personal information exchange and consultation.
- To represent the voluntary sector on various local planning groups and or facilitate representation from other voluntary and community sector organisations as appropriate.
- To advise on the assessment of the needs of local communities and the development of particular projects.
- To ensure the overall co-ordination of voluntary sector activity by liaison with other CVS's locally and nationally and relevant community development and "umbrella" organisations within the District. Sub-regionally and regionally.

Sustainability

- To provide an annually updated Business Plan showing clearly what the Trusts priorities are for the forthcoming year and how these priorities will be resourced.
- To provide annual financial forecasts that demonstrate progressively less reliance on grant funding.
- To actively engage the membership in the delivery of services that generates income and improves the capacity and sustainability of these groups.
- To maintain a stock of equipment that may be accessed by the sector at no cost to them.
- To establish and manage a Community Loan Fund that will act as a Sustainability Investment Resource for the whole of the voluntary and Community sector in the district.

6. SERVICE REQUIREMENTS

- 6.1 East Durham Community Development Trust will comply with all statutes, orders, regulations or byelaws applicable to the performance of the functions described in paragraph 3.5.
- 6.2 The number of posts, the salaries and conditions of service and the arrangements for the appointment of staff are matters for East Durham Community Development Trust to determine, but it is expected that they will operate as “good employers” in relation to employment matters
- 6.3 East Durham Community Development Trust shall indemnify and keep indemnified Easington District Council and its elected members, officers or servants against any liability claim proceedings or expenses in respect of personal injury to or death of any person whatsoever or damage to any property real or personal to whomever including personal property which may arise out of the act, default or negligence of East Durham Community Development Trust or its employees or agents in the course of the carrying out of the duties under this Agreement.
- 6.4 East Durham Community Development Trust shall maintain with a reputable insurer the following insurances:
- Employer’s Liability in a minimum amount of £5 million.
 - Public Liability in a minimum amount of £5 million per claim or series of claims.
- 6.5 Easington District Council will be notified in writing immediately of any proposal to change the charitable or legal status of East Durham Community Development Trust.
- 6.6 East Durham Community Development Trust shall not assign or transfer the whole or any part of this Agreement or sub- contract the supply of the services to be provided under this Agreement without the prior written consent of Easington District Council which shall not be unreasonably withheld.

7. DURATION OF AGREEMENT

This Agreement commences on the 1st April 2008 and will run for a period of three years (subject to satisfactory annual review in accordance with the provisions set out in Section 9 and 10 below) and will automatically terminate on 31st March 2011 unless terminated earlier under the terms of this Agreement.

8. FUNDING

- 8.1 Subject to monitoring and review arrangements described in section 9 below Easington District Council will make an annual grant as a contribution to the running costs of East Durham Community Development Trust. This is currently set at £30,000 per annum and is subject to annual review.
- 8.2 Upon request Easington District Council will inform East Durham Community Development Trust by letter of the amount payable each year including any allowance for inflation, normally by the 28th February. The payment will be made in full to East Durham Community Development Trust on the 1st April or at the latest by 30th April.
- 8.3 Any and all sums paid or payable under this Agreement shall be exclusive of any Value Added Tax.

- 8.4 East Durham Community Development Trust will provide the representative of Easington District Council with an annual report of its activities and its annual audited accounts, including balance sheets, within one month of their adoption by East Durham Community Development Trust. Any audit is undertaken should also include an independent examination of accounts if appropriate.
- 8.5 The documents referred to in paragraph 9.3 must include specific reference to the use of the Easington District Council grant and it must be used for these purposes and in accordance with the terms of this Agreement.
- 8.6 Any funding provided by Easington District Council to East Durham Community Development Trust for purposes other than those specified in Paragraph 5 above must be referred to separately in the documents referred to in paragraph 9 below.
- 8.7 Any additional payments of grant funding for which Easington District Council is the accountable body will also be subject to the terms of this agreement.

9. MONITORING AND REVIEW

- 9.1 East Durham Community Development Trust will be expected to manage its services efficiently and effectively in accordance with the principles of Best Value. Mutually acceptable measures of performance will be agreed in the form of Key Performance Indicators and these will form part of this agreement. These will be reviewed annually as set out below.
- 9.2 East Durham Community Development Trust will demonstrate to the satisfaction of The Representative of Easington District Council the proper conduct of its affairs, in accordance with the Statement of Recommended Practice on Accounting by Charities issued by the Charities Commission and Companies House Regulations.
- 9.3 Easington District Council will be represented on the Board of Trustees of East Durham Community Development Trust by their representative who will act in an advisory capacity. The representative will be invited to all Meetings of the Trust Board and its various sub-groups
- 9.4 There will be ongoing contact between the representative of Easington District Council and East Durham Community Development Trust Chief Officer in order to keep under review the agreed priorities for the work of East Durham Community Development Trust in relation to the agreed objectives and the Key Performance Indicators. The following arrangements will be followed: -
- A meeting in January and July each year specifically to consider performance in the previous year, to review the Key Performance Indicators for the current and coming year and any likely financial implications of these.
 - Any request for an additional grant to reflect additional work should be submitted for consideration by the representative of Easington District Council by 31 October each year prior to the year in which additional resources may be required.
 - If required by Easington District Council an annual meeting between elected members and officers of East Durham Community Development Trust and the Chairs and Chief Officers of Easington District Council and East Durham Local Strategic Partnership will be held in November each year to discuss the work to be undertaken by East Durham Community Development Trust and Easington District Council service objectives for the forthcoming year and any issues of concern

regarding these that it has not been possible to resolve between officers. A special meeting may be convened for this purpose in the case of any urgent issue.

- 9.5 The agreed Key Performance Indicators for the functions funded wholly or partially by will be referred to in Easington District Councils annual report and will be maintained and produced when required by the Easington District Council representative. In special circumstances East Durham Community Development Trust may be requested to participate in a more detailed evaluation of performance if required to do so by Easington District Council. If this should occur, consideration should be given to the financial or other resource implications for East Durham Community Development Trust
- 9.6 The agreed Key Performance Indicators will be reflected in the annual Business Plan.
- 9.7 East Durham Community Development Trust will establish and operate a complaints procedure and will record and monitor comments, suggestions, compliments and complaints received about the services it provides.

10. TERMINATION AND VARIATION OF AGREEMENT

- 10.1 If East Durham Community Development Trust ceases to operate for any reason, this Agreement will terminate immediately and any grant unspent or uncommitted will be returned on a proportionate basis to Easington District Council
- 10.2 Either party may request in writing to the other that there should be a review or change in the provisions of the Agreement at any stage if it should appear not to be working satisfactorily in pursuit of its objectives. Any variation to the terms of this Agreement will normally arise for consideration at the Annual Review.
- 10.3 Without prejudice to any other term of this Agreement, no omission from, addition to or variation of these terms and conditions shall be valid or of any effect unless it is agreed in writing and signed by the authorised representative of Easington District Council and East Durham Community Development Trust
- 10.4 In the event of East Durham Community Development Trust failing to fulfil the functions specified in Section 5 Easington District Council will: -
- Be informed in writing by East Durham Community Development Trust at the earliest opportunity.
 - Be consulted about the action to be taken to restore the functions.
 - At their discretion, be entitled to recover the grant paid in proportion to the degree of under-performance.
 - Be entitled to terminate this Agreement immediately.
- 10.5 This Agreement may be terminated by either party, indicating reasons giving twelve months written notice to the other party.
- 10.6 Termination of this Agreement by whatever means shall not prejudice the right of either party in respect of any antecedent breach of any of the terms and provisions of this Agreement or the repayment of any sums due to Easington District Council by virtue of paragraphs 10.1 and 10.4.
- 10.7 The exercise of rights under this Clause shall not prejudice any existing rights or obligations of either party under the Agreement.

11. BRIBERY AND CORRUPTION

11.1 Easington District Council may terminate this Agreement without notice and recover from East Durham Community Development Trust. The amount of any loss and any unspent monies if East Durham Community Development Trust shall have committed any offence under the Prevention of Corruption Act 1889 – 1916 or shall have given any fee or reward the receipt of which is an offence under sub-section (3) of Section 117 of the Local Government Act 1972.

12. TUPE

12.1 Where notified in writing by Easington District Council to do so, East Durham Community Development Trust shall provide TUPE information to Easington District Council within 14 days of such notice.

12.2 East Durham Community Development Trust may disclose TUPE information to any prospective tenderer or contractor and shall if requested by Easington District Council to do so, ensure that prior to such disclosure the prospective tenderer or contractor undertakes not to disclose (unless required by law to do so) the information to any person other than a person: -

- a) who is a servant or agent (including legal advisor) of the prospective tenderer or contractor and
- b) who has undertaken not to disclose that information unless required by law to do so.

15. RIGHTS OF THIRD PARTIES

15.1 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

16. RACIAL DISCRIMINATION

16.1 East Durham Trust shall not unlawfully or unjustifiably discriminate within the meaning and scope of the provisions of the Race Relations Act 1976 or any statutory modification or re-enactment thereof relating to discrimination in employment.

16.2 East Durham Trust. shall take all reasonable steps to secure the observance of the provisions of this clause by all servants' employees or agents of the Agreement and all sub-contractors employed in the execution of the Agreement.

17. CONFIDENTIALITY

17.1 East Durham Trust shall hold as confidential all information details and any other matter relating to Easington District Council or to the Services to be supplied in any way whatsoever and shall not disclose the same or any of the same to any other third party except such of his employees, agents, volunteers or permitted Sub-Contractors and suppliers as may be necessary for the performance of its obligations under the Agreement.

- 17.2 All documents containing such information and any copies thereof shall upon completion of the Agreement or its termination for any reason be returned to Easington District Council
- 17.3 East Durham Trust shall comply in all respects with the provisions of the Data Protection Act 1998 and will indemnify Easington District Council against all actions, costs, claims proceedings or demands that may be brought or made against East Durham Trust for breach of statutory duty under the Act which arises from the use, disclosure or transfer of personal data by East Durham Trust or its servants, agents or volunteers.
- 17.4 East Durham Trust shall ensure that any Sub-Contractors are bound by the requirements of this agreement.

18 PUBLICITY

- 18.1 East Durham Trust. shall not without the prior written authority of Easington District Council publicly announce that they are providing Services for Easington District Council or East Durham Local Strategic Partnership
- 18.2 East Durham Trust shall ensure that his agent's volunteers and Sub-Contractors are bound by the requirements of this clause.

19 LAW

This Agreement shall be subject to English Law.

In witness whereof this Deed has been executed as a Deed the day and year first before written.

SIGNED as a DEED on behalf of *Easington District Council*

by: Janet Jonson Chief Executive Officer

SIGNED as a DEED on behalf of East Durham Community Development Trust

by: Alan Miller Director and Chairman of the Board of Trustees