

**SERVICE LEVEL AGREEMENT BETWEEN TONBRIDGE CITIZENS ADVICE BUREAU AND TONBRIDGE & MALLING BOROUGH COUNCIL 2012/13 – 2014/2015**

**PART A**

**CONDITIONS**

**Term:** The term of this agreement shall be for 3 years from 1st April 2012 to 31st March 2015.

**Parties:** This is an agreement between Tonbridge & Malling Citizens Advice Bureau (Tonbridge & Malling CAB) and Tonbridge & Malling Borough Council (T&MBC). In carrying out this agreement, Tonbridge & Malling CAB is acting in its own right as an independent and impartial agency and not as an agent of Tonbridge & Malling Borough Council.

**Authorised Representatives:** Nominated Officers of T&MBC and the Tonbridge & Malling CAB Board of Trustees.

**Object of the Agreement:** In pursuit of the Council's overall aims and priorities T&MBC will grant aid the services of Tonbridge & Malling CAB for the purpose of providing an all-embracing advice service to the Borough of Tonbridge and Malling, to a defined level of quality operating within the aims, principles and policies of Citizens Advice (CitA) formerly known as NACAB (National Association of Citizens Advice Bureaux) and within the requirements of the CitA Membership Scheme.

**Information:** Tonbridge & Malling CAB shall maintain proper records of those items specified in parts B and C of this Agreement. Tonbridge & Malling CAB shall provide such other information at such intervals as T&MBC shall reasonably require, subject to those requirements not being in breach of clients' confidentiality.

**Staffing:** Voluntary and paid staff will be recruited, selected and deployed by the Bureau with full regard to the selection criteria and equal opportunities policies of CitA.

**Quality of Service:** The CitA Membership Review Scheme will be used to monitor the quality of Tonbridge & Malling CAB's service throughout the period of its membership.

**Insurance:** Tonbridge & Malling CAB shall as a minimum maintain the following insurances to cover such liabilities as may arise in the performance of this agreement and shall provide evidence of cover as required by T&MBC:-

Public Liability – Limit of Indemnity £5,000,000 in any one claim

Professional Indemnity – Limit of £1,000,000 in any one claim

The CAB may also wish to indemnify itself against other identified risks.

Confidentiality: T&MBC acknowledges the right of Tonbridge & Malling CAB to maintain confidentiality at all times in respect of clients' information.

**Arbitration:** Any dispute, difference or question between the parties to this agreement with respect to any matter arising out of or relating to it which cannot be resolved by negotiation within 28 days shall be referred at the request of both parties to Arbitration under the provisions of the Arbitration Act 1996. The Arbitrator shall be appointed by agreement between both parties or, in default of agreement, shall be a

person nominated by the President of the Institute of Arbitrators. Any award or decision of such arbitrator shall be final and binding on the parties hereto.

## **PART B**

### **SERVICE OBJECTIVES AND SPECIFICATIONS**

**Service Provider's Obligations:** Tonbridge & Malling CAB agrees to provide the services specified in this section of the Agreement.

**Aim of the Service:** The aim of the CAB service to which the Board of Trustees of Tonbridge & Malling CAB adhere is:

To ensure that individuals do not suffer through lack of knowledge of their rights and responsibilities or of the services available, or through an inability to express their needs effectively; and equally.

To exercise responsible influence on the development of social policies and services both locally and nationally.

**Service Provision:** Tonbridge & Malling CAB will provide free, confidential, impartial and independent advice to meet the above aims and ensure that it is accessible to all sections of the local community of the Borough of Tonbridge and Malling.

**Accessibility:** Except for Bank Holidays, Tonbridge & Malling CAB will normally be available for public enquiries by telephone on 01732 440488, from where appointments can be made at Tonbridge Bureau and at outreach locations including those in the Malling area. A drop-in service will also be provided at Tonbridge Bureau.

The Tonbridge & Malling CAB Manager will be responsible to the Board of Trustees for ensuring that the Bureau is properly and adequately staffed at all times.

**Home visits:** Using the CitA information system, Tonbridge & Malling CAB will, wherever possible, make home visits to clients who are unable to either visit the Bureau in person or receive a service by telephone which fully meets their requirements.

**Advice Provision:** An accurate and up to date information service of a high standard shall be provided to the people of Tonbridge & Malling by trained CAB advisers on the whole range of subjects contained in the CitA information system.

The advice and information service will include: -  
Assessing clients' problems.

Researching information on behalf of clients using outside resources as and when necessary.

Discussing with and advising clients on options open to them.

Discussing the possible consequences of these options.

Assisting with the understanding and completion of forms and other documents.

Negotiating with third parties.

Providing, where possible, a specialist comprehensive service to clients with multiple debt problems.

Preparation of appeals for clients going to the County Court or at Employment Tribunals, Social Security Appeals and Medical Tribunals where appropriate.

**Quality of Advice:** Management support in the form of consultation with a supervisor will be available at all times to generalist volunteer advisers and specialists during public opening hours. In exceptional circumstances, an experienced adviser may provide this support.

Advisers will be fully trained, receiving both basic and intermediate levels of training. They will have access to support, supervision and a comprehensive information system.

To ensure that advice given to the public is continuously in line with current law, advisers may be required to undertake additional training.

Advice must accord with the requirements established under the Community Legal Service Quality Mark Standard.

**Users of Tonbridge & Malling CAB:** The services shall be available to all who need assistance, irrespective of disability, age, race, gender, sexual orientation or religious belief.

Usage of Tonbridge & Malling CAB shall be monitored in accordance with the requirements of the CitA Membership Scheme.

Tonbridge & Malling CAB will carry out a client satisfaction survey using methods approved by T&MBC's nominated officer, during the period of this agreement, the result of which will be passed to T&MBC's nominated officer as soon as they are available.

Copies of leaflets and posters about the complaints procedure will be on display and accessible to all users of the Bureau.

**Quality Assurance:** Responsibility for the management of Tonbridge & Malling CAB shall be vested in the Board of Trustees of which the membership and operation is by its Constitution as approved by the Charities Commission and CitA.

The Board of Trustees shall meet not less than four times each year and at each meeting the Manager of Tonbridge & Malling CAB shall present a report on the Bureau's activities.

All staff, both paid and voluntary, shall be required to attend necessary training courses and be competent to a standard acceptable to the Board of Trustees and compatible with the aims, principles and policies of the CitA and with the membership scheme requirements.

The Manager shall be responsible for assessing the performance of all staff and monitoring and maintaining the quality of service.

The chair of the Board of Trustees shall be responsible for supporting and supervising the Manager.

Over the period of this agreement, Tonbridge & Malling CAB's outreaches at Kings Hill, East Malling and Snodland will be augmented by further outreaches, as finances

permit, which had no service previously and which are accessible to those who most need advice, rather than, as previously, a single centre which clients needed to visit.

In accordance with CitA recommendations, the outreach centres will be staffed by volunteers who will be given Management support in the form of consultation with a supervisor who will be available at all times to generalist volunteer advisers and specialists during public opening hours. In exceptional circumstances, an experienced adviser may provide this support.

Initially, a group of generalist volunteers from Tonbridge will staff the outreach centres until volunteers from the North of the Borough can be trained.

## **PART C**

### **FINANCIAL ARRANGEMENTS**

**Funding:** For the year 2012/13, the Council shall pay grant totalling £111,000.00 by direct transfer into the Tonbridge and Malling CAB bank account. Grant for years two and three of this agreement will be for a similar annual amount, subject to annual review taking account of performance achieved by the providers and the Council's financial constraints.

In order to take advantage of economies of scale, Tonbridge & Malling CAB will co-operate with other neighbouring Bureaux as opportunities arise.

Tonbridge & Malling CAB will, for a fee, provide training opportunities for other Bureaux in order to assist with the running costs of the Bureau.

**Monitoring:** The Board of Trustees of Tonbridge & Malling CAB shall monitor all the bureau's financial dealings and ensure that grant funding from T&MBC is spent within the Borough of Tonbridge & Malling.

The Board of Trustees shall monitor and evaluate the services provided by the Tonbridge & Malling CAB in accordance with procedures and directives set out in the CitA Membership Scheme.

Copies of the Manager's reports as minuted to the Tonbridge & Malling CAB Board of Trustees and copies of the monthly statistics return to CitA shall be sent to the T&MBC nominated officer as soon as possible after they are prepared.

The Board of Trustees shall submit within one month of the Bureau's AGM a copy of the previous year's audited accounts to T&MBC's Director of Finance, showing in detail how the grant has been used and a review of the Bureau's activities by way of an annual report.

**Review:** This agreement shall be reviewed at the end of the 3 year term. The review shall cover all aspects of the working of this agreement and shall be conducted between the chairman and treasurer of the Board of Trustees, the Manager of Tonbridge & Malling CAB and a nominated officer from T&MBC.

**Variation Clause:** The terms of this agreement may only be varied by agreement in writing by the authorised representatives of T&MBC and Tonbridge & Malling CAB.

**Termination:** Either party to this agreement may terminate it upon giving not less than 6 months' notice in writing to the other party. In the event of termination of the agreement by T&MBC, the Council shall not be responsible for any payments due to any creditor of the Tonbridge & Malling CAB.