

**SERVICE LEVEL AGREEMENT BETWEEN AGE CONCERN MALLING
AND TONBRIDGE & MALLING BOROUGH COUNCIL FOR THE
PROVISION OF OLDER PEOPLE'S SERVICES FOR THE MALLING AREA
FOR THE PERIOD 2012/13 TO 2014/15**

1. SERVICES

The following services are covered by this Agreement:

The provision of transport services to and from The West Malling Daycare Centre, Monday to Friday each week to allow older people from all areas of the Borough of Tonbridge and Malling covered by the Charities constitution to access the services of the centre.

This agreement sets out the terms and conditions that both parties have agreed to as regards the provision of the service detailed above.

This agreement commences on 1st April 2012 and continues until 31st March 2015

All correspondence regarding this agreement should be sent to the Council at their Offices in Kings Hill and to Age Concern Malling at Rotary House, Norman Road, West Malling, ME19 6RL.

2. PAYMENT AND FINANCIAL CONDITIONS

For the year 2012/13, the Council shall pay grant totalling £10,000.00 by direct transfer into Age Concern Malling's 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.

Age Concern Malling shall keep appropriate written records (accounting system), to show how the funding from the Borough Council is being used within the Malling locality only. The Borough Council shall have the right to examine these records on giving 2 weeks written notice and to request an annual report on performance in March of each financial year.

3. MANAGEMENT RESPONSIBILITIES

Age Concern Malling will notify the Borough Council of any material changes to its constitution or charitable objectives if they affect the service being provided under this service agreement.

Age Concern Malling shall have in place policies and procedures as set out in this service agreement.

Age Concern Malling must inform the Borough Council in writing if any employees or elected members are involved, in any way, with the charity during the life of this agreement.

Extracts of minutes of committee meetings relating to matters that may affect services being provided under this service agreement shall be made available to the Borough Council if requested on the understanding that confidentiality will be respected.

4. CONFIDENTIALITY

Both parties must comply with the requirements of the Data Protection Act 1998 in so far as they apply to the provision of the service and/or otherwise to this agreement.

Both parties will keep confidential any information supplied in connection with this agreement or that is obtained in the course of providing the services.

5. PERSONNEL ISSUES

Age Concern Malling must have in place a rigorous recruitment and selection procedure, which meets the requirements of legislation, equal opportunities and anti-discriminatory practice.

Age Concern Malling will ensure that criminal record checks are conducted as required by legislation.

Age Concern Malling will ensure that staff are familiar with, and follow, all relevant policies on the protection of vulnerable adults.

6. INSURANCE

Age Concern Malling must ensure that its insurance policies are adequate to cover all eventualities in the provision of this service, and maintain the following minimum cover.

Public Liability Insurance: £5 million.

Employers Liability: £10 million

Motor Vehicle: Third party cover with unlimited indemnity for third party injury and £5 million for third party property damage.

Adequate professional indemnity, errors and omissions or malpractice insurance.

The above cover will be maintained with a reputable company or companies and the Borough Council will be provided, on request, such information as

may be reasonably required to confirm that the insurance referred to above has been effected and is adequate and in force at all times.

7. STATUTORY OBLIGATIONS

Both parties will comply with all relevant current and future legislation applicable to the provision of the service.

8. FREEDOM OF INFORMATION

Both parties must comply with the requirements of the Freedom of Information Act 2000 as they apply to the provision of this service.

9. SIGNATORIES TO THE AGREEMENT

Tonbridge and Malling Borough Council

We authorise the purchase of the service identified in this Service Agreement and undertake to pay Age Concern Malling for the delivery of the service.

Signed on behalf of the Council: _____

Date: _____

Age Concern Malling

We agree to provide the service identified in this Service Agreement and to abide by the terms and conditions contained in this agreement.

Signed on behalf of Age Concern Malling: _____

Date: _____

SERVICE LEVEL AGREEMENT BETWEEN AGE UK TONBRIDGE AND SEVENOAKS AND TONBRIDGE & MALLING BOROUGH COUNCIL FOR THE PROVISION OF OLDER PEOPLE'S SERVICES FOR THE TONBRIDGE AREA FOR THE PERIOD 2012/13 TO 2014/15

1. SERVICES

The following services are covered by this Agreement:

For the provision of Transport Services to and from Town Lock Day Centre, and to enable Age Concern Tonbridge to provide advice, information and support to older people living in the part of the Borough of Tonbridge and Malling covered by this charity.

This agreement sets out the terms and conditions that both parties have agreed to as regards the provision of the service detailed above.

This agreement commences on 1st April 2012 and continues until 31st March 2015

All correspondence regarding this agreement should be sent to the Council at their Offices in Kings Hill and to Age UK Tonbridge and Sevenoaks at 5, Bradford Street, Tonbridge, Kent TN9 1DU..

2. PAYMENT AND FINANCIAL CONDITIONS

For the year 2012/13, the Council shall pay grant totalling £10,000.00 by direct transfer into Age UK Tonbridge and Sevenoaks' 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.

Age UK Tonbridge and Sevenoaks shall keep appropriate written records (accounting system), to show how the funding from the Borough Council is being used only within the Tonbridge locality. The Borough Council shall have the right to examine these records on giving 2 weeks written notice and to request an annual report on performance in March of each financial year.

3. MANAGEMENT RESPONSIBILITIES

Age UK Tonbridge and Sevenoaks will notify the Borough Council of any material changes to its constitution or charitable objectives if they affect the service being provided under this service agreement.

Age UK Tonbridge and Sevenoaks shall have in place policies and procedures as set out in this service agreement.

Age UK Tonbridge and Sevenoaks must inform the Borough Council in writing if any employees or elected members are involved, in any way, with the charity during the life of this agreement.

Extracts of minutes of committee meetings relating to matters that may affect services being provided under this service agreement shall be made available to the Borough Council if requested on the understanding that confidentiality will be respected.

4. CONFIDENTIALITY

Both parties must comply with the requirements of the Data Protection Act 1998 in so far as they apply to the provision of the service and/or otherwise to this agreement.

Both parties will keep confidential any information supplied in connection with this agreement or that is obtained in the course of providing the services.

5. PERSONNEL ISSUES

Age UK Tonbridge and Sevenoaks must have in place a rigorous recruitment and selection procedure, which meets the requirements of legislation, equal opportunities and anti-discriminatory practice.

Age UK Tonbridge and Sevenoaks will ensure that criminal record checks are conducted as required by legislation.

Age UK Tonbridge and Sevenoaks will ensure that staff are familiar with, and follow, all relevant policies on the protection of vulnerable adults.

6. INSURANCE

Age UK Tonbridge and Sevenoaks must ensure that its insurance policies are adequate to cover all eventualities in the provision of this service, and maintain the following minimum cover.

Public Liability Insurance: £5 million.

Employers Liability: £10 million

Motor Vehicle: Third party cover with unlimited indemnity for third party injury and £5 million for third party property damage.

Adequate professional indemnity, errors and omissions or malpractice insurance.

The above cover will be maintained with a reputable company or companies and the Borough Council will be provided, on request, such information as may be reasonably required to confirm that the insurance referred to above has been effected and is adequate and in force at all times.

7. STATUTORY OBLIGATIONS

Both parties will comply with all relevant current and future legislation applicable to the provision of the service.

8. FREEDOM OF INFORMATION

Both parties must comply with the requirements of the Freedom of Information Act 2000 as they apply to the provision of this service.

9. SIGNATORIES TO THE AGREEMENT

Tonbridge and Malling Borough Council

We authorise the purchase of the service identified in this Service Agreement and undertake to pay Age Concern Malling for the delivery of the service.

Signed on behalf of the Council: _____

Date: _____

Age UK Tonbridge and Sevenoaks

We agree to provide the service identified in this Service Agreement and to abide by the terms and conditions contained in this agreement.

Signed on behalf of Age Concern Malling: _____

Date: _____

SERVICE LEVEL AGREEMENT BETWEEN MAIDSTONE AND WEST KENT MEDIATION SCHEMES AND TONBRIDGE & MALLING BOROUGH COUNCIL FOR THE PROVISION OF MEDIATION SERVICES FOR THE BOROUGH FOR THE PERIOD 2012/13 TO 2014/15

Introduction

The services provided by the two mediation schemes make a valuable contribution to both quality of life and to community safety. In addition the Schemes are a resource for Council officers to enable them to meet their statutory requirements.

This Service Level Agreement seeks to:

1. recognise the ongoing working relationship between Tonbridge and Malling Borough Council (TMBC) and the mediation schemes(Maidstone Mediation Scheme (MMS) and West Kent Mediation (WKM)
2. set service standards for clearer public scrutiny
3. provide financial stability for the Mediation Schemes.

It has been agreed that Maidstone Mediation Scheme should represent the two mediation schemes for the purposes of this SLA.

Service to be Provided by the Mediation Schemes

- 1.1 The Mediation Schemes will provide staff and volunteers trained in mediation skills to deliver mediation services to Tonbridge & Malling residents for dealing with neighbour disputes and problems of anti social behaviour within the neighbourhood.
- 1.2 The service provided by the Mediation schemes will be free, impartial, confidential and to the standards set by the Community Legal Services Commission Quality Mark for mediation.
- 1.3 The Mediation Schemes will accept up to 100 cases per year across the area. These can be self referrals or referrals from other agencies e.g. Police, Council Officers, Housing officers, CAB
- 1.4 The Mediation Schemes reserve the right to turn down cases if they do not meet the requirements for mediation
- 1.5 The Mediation Schemes will facilitate access to the Service by all sections of the community by publicity, working with partners and outreach work.

- 1.6 The Mediation Schemes will process referrals from T&M officers and will report back to the referrer as per the confidentiality policies of the mediation schemes.
- 1.7 The Mediation Schemes will ensure that their services are made available at times that meet the needs of T&M residents including, where necessary, outside normal working hours.
- 1.8 The Mediation Schemes will provide training and information for Council members and officers as required.
- 1.9 The Mediation Schemes will operate from principles of equal opportunities for staff volunteers and clients.
- 1.10 The Mediation Schemes will monitor and evaluate their work and produce an annual report, which will be made available to Tonbridge and Malling Borough Council. The report will include details of financial accounts, numbers of cases and outcomes. Also included with the report will be details of numbers of cases in Tonbridge and Malling.

Tonbridge and Malling Borough Council's commitment to the Mediation Schemes

The Borough Council will ensure that;

- TMBC officers working in Environmental Health and the Community Safety Team will recommend mediation as a first intervention for unresolved neighbour disputes.
- Provide funding to the two schemes of £6000 in total for 2012/14. Grant for years two and three of this agreement will be subject to annual review taking account of performance achieved by the providers and the Council's financial constraints.
- TMBC will communicate regularly and effectively over information of mutual interest
- TMBC will promote the use of mediation as a means of resolving conflicts by displaying posters and leaflets advertising the Service.

Termination

The SLA may be ended if the Mediation Schemes are in serious breach of the Agreement and in the case of breach, which is capable of being remedied, fails to remedy such breach within 28 days of receiving notice from TMBC as follows:

- The Mediation Schemes consistently fail to meet the requirements of the service specification.
- The Mediation Schemes are convicted of a criminal offence which has a direct result on the fitness to provide a service
- The Mediation Schemes become bankrupt, insolvent or are wound up by the courts.

Grant Support

For the year 2012/13, the Council shall pay grant totalling £6,000.00 by direct transfer into Maidstone Mediation bank account to be shared with the West Kent Mediation Scheme. 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.

Signed on behalf of Maidstone Mediation Scheme and West Kent Mediation

Signature

Name

Date

Position

Signed on behalf of Tonbridge and Malling Borough Council

Signature

Name

Date

Position