

ANNEX B

SERVICE LEVEL AGREEMENT BETWEEN VOLUNTARY ACTION WITHIN KENT AND TONBRIDGE & MALLING BOROUGH COUNCIL FOR THE PROVISION OF VOLUNTEER SERVICES FOR THE TONBRIDGE AND HILDENBOROUGH AREA

PART A

CONDITIONS

1. **Term:** The term of this agreement shall be for 3 years from 1st April 2012 to 31st March 2015.
2. **Parties:** This is an agreement between Voluntary Action Within Kent (VAWK) and Tonbridge & Malling Borough Council (T&MBC). In carrying out this agreement, Voluntary Action Within Kent is acting in its own right as an independent and impartial agency and not as an agent of Tonbridge & Malling Borough Council.
3. **Authorised Representatives:** Nominated Officers of T&MBC and the Voluntary Action Within Kent managers and its Board of Trustees.
4. **Object of the Agreement:** In pursuit of the Council's overall aims and priorities T&MBC will grant aid the services of Voluntary Action Within Kent for the purpose of providing a volunteer recruitment service, to a defined level of quality operating within the aims, principles and policies of Volunteering England (VE).
5. **Information:** Voluntary Action Within Kent shall maintain proper records of those items specified in parts B and C of this Agreement. Voluntary Action Within Kent shall provide such other information at such intervals as T&MBC shall reasonably require, subject to those requirements not being in breach of client's confidentiality.
6. **Staffing:** Voluntary and paid staff will be recruited, selected and deployed by the Voluntary Action Within Kent with full regard to the selection criteria and equal opportunities policies of VE.
7. **Quality of Service:** The VE Quality Accreditation Scheme will be used to monitor the quality of Voluntary Action Within Kent's service throughout the period of its membership.
8. **Insurance:** Voluntary Action Within Kent 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
Employers liability insurance in the sum of £10,000,000.

9. **Confidentiality:** T&MBC acknowledges the right of Voluntary Action Within Kent to maintain confidentiality at all times in respect of client information.
10. **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

1. Service Provider's Obligations:

Voluntary Action Within Kent agrees to provide the services specified in this section of the Agreement.

- To promote participation in regular volunteering
- To provide a volunteer driver scheme for the area covered by this Agreement
- To give attention to promoting volunteering within priority wards of the Tonbridge and Hildenborough area, including Trench ward.

2. Aim of the Service:

The aim of the Voluntary Action Within Kent is:

2.1. To provide volunteer services in Tonbridge and Hildenborough area following the six core functions of volunteering infrastructure as set out by Volunteering England:

- Brokerage – matching groups and individuals with appropriate volunteering opportunities
- Marketing Volunteering – promoting and encouraging local interest in volunteering and community activity
- Good Practice Development – promoting good practice in working with volunteers to all volunteering organisations
- Developing Opportunities – working in partnership with statutory, voluntary and private sector organisations, community and specialist groups to develop local volunteering opportunities.
- Policy response and campaigning – identifying strategic proposals and legislation that impacts on volunteering. Participating in Campaigns and representing the voice of volunteers at a strategic level
- Strategic development of volunteering – providing expert input to strategic thinking and planning locally, regionally and nationally

- 3. Service Provision:**
 - Voluntary Action Within Kent 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.
 - Voluntary Action Within Kent will provide a volunteer driver scheme for the Tonbridge and Hildenborough area and will liaise with other providers of such schemes operating in other parts of the Borough to ensure consistency of service.

- 4. Accessibility:**

Except for Bank Holidays, Voluntary Action Within Kent will normally be available for public enquiries no less than 15 hours per week.
Monday - Friday 10.00am – 1.00pm
In addition, clients may be advised by e-mail or telephone.

- 5. Hours of Work:**

The Voluntary Action Within Kent Managers will be responsible to the Board of Trustees for ensuring that the its services are properly and adequately staffed at all times.

- 6. Core Service Provision:**

The service will include: -

 - Recruiting volunteers who reflect the demographic makeup of the district, and including volunteers who have experienced need for support from voluntary or statutory services.
 - Matching volunteers to opportunities within volunteer involving organisations
 - Providing support for individual volunteers, particularly those facing barriers to volunteering e.g. through age, disability, culture, income etc.
 - Promoting, stimulating and encouraging local interest in volunteering and community activity
 - Promoting good practice within organisations involving volunteers by providing support and information.
 - Working in partnership with statutory, voluntary and private sector agencies including specialist groups to develop local volunteering opportunities
 - Attending regular outreach events and venues within the area covered by this agreement to promote services
 - Liaising with local organisations, including parish councils and other voluntary groups to promote services
 - Providing information through the Voluntary Action Within Kent website and on the do-it website
 - Participating in local, regional and national campaigns, either individually or in partnership with other providers
 - Providing input into strategic development of volunteering locally, regionally and nationally

- Carrying out CRB checks on all volunteers, working in Voluntary Action Within Kent schemes, who work with vulnerable adults
 - Acting as an umbrella body for CRB checks for all Voluntary Organisations
- 8. Quality of Service:**
Voluntary Action Within Kent will participate in Volunteer Centre Quality Accreditation by Volunteering England
- 9. Users of Voluntary Action Within Kent:**
Voluntary Action Within Kent recognises that everyone has a contribution to make to our society and a right to equal treatment. No job applicant, staff member, volunteer or organisation/individual to whom we provide services will be discriminated on the grounds of: age, class, employment status, physical or mental disability or mental ill-health, political belief, race, colour, nationality, ethnic or national origin, religion, sex, marital status or caring responsibilities, sexuality or unrelated criminal conviction.
- 10. Quality Assurance:**
- Responsibility for the management of Voluntary Action Within Kent shall be vested in the Board of Trustees of which the membership and operation is by its Constitution as approved by the Charities Commission.
 - The Managers shall be responsible for assessing the performance of all staff and volunteers and monitoring and maintaining the quality of service.
 - The chair of the Board of Trustees shall be responsible for supporting and supervising the Manager.

PART C

FINANCIAL ARRANGEMENTS

- 1. Funding:**
For year one of this agreement, 1st April 2012 to 31st March 2013, T&MBC will provide grant aid of £5,000 to Voluntary Action Within Kent. Grant for years two and three of this agreement will be a similar amount to the above subject to annual review taking account of performance achieved by the provider and the Council's financial constraints.

- 2. Monitoring:**
The Board of Trustees of Voluntary Action Within Kent shall monitor all the Volunteer Centre's financial dealings.

The Board of Trustees shall monitor and evaluate the services provided by the Volunteer Centre.

The Board of Trustees shall submit within one month of the Voluntary Action Within Kent's AGM a copy of the previous years audited accounts to T&MBC's Director of Finance, showing in detail how the grant has been used and a

review of the Voluntary Action Within Kent 's activities as covered by this agreement by way of an annual report.

3. **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 Managers of Voluntary Action Within Kent and a nominated officer from T&MBC.
4. **Variation Clause:** The terms of this agreement may only be varied by agreement in writing by the authorised representatives of T&MBC and Voluntary Action Within Kent.
5. **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 Voluntary Action Within Kent.

SIGNED:

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Tonbridge & Malling Borough Council

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Voluntary Action Within Kent

DATE:

DATE: