

**SERVICE LEVEL AGREEMENT BETWEEN CITIZENS ADVICE in NORTH & WEST KENT AND TONBRIDGE & MALLING BOROUGH COUNCIL 2016-2019**

**PART A  
CONDITIONS**

**Term:** The term of this agreement shall be for 3 years from 1st April 2016 to 31st March 2019.

**Parties:** This is an agreement between Citizens Advice in North & West Kent: (CANWK) and Tonbridge & Malling Borough Council (TMBC). In carrying out this agreement CANWK is acting in its own right as an independent and impartial agency and not as an agent of TMBC.

**Authorised Representatives:** Nominated Officers of TMBC and the CANWK Board of Trustees.

**Object of the Agreement:** In pursuit of the Council's overall aims and priorities TMBC will grant aid the services of CANWK for the purpose of providing an 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) and within the requirements of the CitA Membership Scheme.

**Information:** CANWK shall maintain proper records of those items specified in parts B and C of this Agreement. CANWK shall provide such other information at such intervals as TMBC 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 CANWK 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 CANWK's service throughout the period of its membership.

**Insurance:** CANWK 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 TMBC:-

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

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

CANWK may also wish to indemnify itself against other identified risks.

Confidentiality: TMBC acknowledges the right of CANWK 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:** CANWK agrees to provide the services specified in this section of the Agreement.

**Aim of the Service:** The aims of the CANWK service to which CANWK adhere are:

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.

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

**Service Provision:** CANWK 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.

Where applicable, CANWK will assist the Council with work around the welfare reform agenda and health improvement agenda.

**Core Services:** The Borough Council's annual core grant to CANWK as set out in part C of the Agreement will fund the following core services:

- A three day drop-in service for five hours per day at the Tonbridge Office
- Provision of a roaming supervisor for one day per week dedicated to the Malling part of the borough.
- A telephone service operating five days per week for five hours per day

In addition to the core services as set out above, CANWK will provide the following additional services funded from their reserves and external project finance as follows:

- Provide an additional 1 hour drop in service (6 hours in total) in the Tonbridge office over three days per week
- Employ two further roaming outreach advisers (3 in total) to serve the Malling part of the Borough for two additional days (3 in total).
- Provide a further 1 hour telephone service (total 6 hours) over five days per week
- Cover the balance of the costs of meeting quality assurance and training.
- Maintain the specialist debt and benefit advisers.

Additional outreach services in Malling will be provided subject to the continued availability of funding from external sources.

**Home visits:** Using the CitA information system, CANWK 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 CA 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 and Welfare Benefits Appeals 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 Advice Quality Standard.

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

Usage of CANWK shall be monitored in accordance with the requirements of the CiTA Membership Scheme.

CANWK will carry out a client satisfaction survey using methods approved by TMBC's nominated officer, during the period of this agreement, the result of which will be passed to TMBC'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.

**Safeguarding:** CANWK must have safeguarding policies in place for the protection of children and adults at risk, to ensure there are adequate safeguarding controls for all activities and services.

**Quality Assurance:** Responsibility for the management of CANWK shall be vested in the Board of Trustees of which the membership and operation is by its Articles of Association 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 CEO of CANWK 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 CEO 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 CEO.

CANWK aims to evolve its access channels to reach as many people as possible as finances permit. This may include face to face delivery at multiple locations across the Borough, a telephone service, webchat, email, etc.

## **PART C FINANCIAL ARRANGEMENTS**

**Funding:** For each of the three years 2016/17, 17/18 and 18/19, the Council shall pay a core grant totalling £95,000 by direct transfer into the CANWK bank account.

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

CANWK will, for a fee, provide training and other services for other Bureaux in order to assist with the running costs of the Bureau.

**Monitoring:** The Board of Trustees of CANWK shall monitor all the bureau's financial dealings and ensure that grant funding from TMBC is spent within the Borough of Tonbridge & Malling.

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

Copies of the CANWK CEO's report as presented to the Board of Trustees and copies of the quarterly statistics return to CitA shall be sent to the TMBC nominated officer as soon as possible after they are prepared.

The Board of Trustees shall submit within one month of the AGM a copy of the previous year's audited accounts to TMBC'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 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 CEO of CANWK and a nominated officer from TMBC.

**Variation Clause:** The terms of this agreement may only be varied by agreement in writing by the authorised representatives of TMBC and CANWK

**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 TMBC, the Council shall not be responsible for any payments due to any creditor of the CANWK.

**SIGNED:**

Tonbridge & Malling Borough Council

Citizens Advice North & West Kent:  
Tonbridge & Malling Citizens Advice  
Bureau

DATE: .....DATE: .....