

**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 2015/16**

**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.

Where applicable, Age Concern Malling will assist the Council's work regarding the welfare reform and the health improvement agendas.

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 1<sup>st</sup> April 2015 and continues until 31<sup>st</sup> March 2016.

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 2015/16, the Council shall pay a grant totalling £10,000.00 by direct transfer into Age Concern Malling's bank account.

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 2016.

**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: \_\_\_\_\_