



Boston Big Local
 C/O TaylorITEX CIC
 Black Sluice Lock Cottages
 South Forty Foot Bank, London Road
 Boston
 PE217RA

SERVICE LEVEL AGREEMENT

Theme	2 - Creating a more attractive environment
Priority	3 - Improve local amenities and open spaces in Boston Big Local area.
Activity	3. Improvement to two play areas. Build a two day summer beach and provide activities.

Between
Boston Big Local / TaylorITEX CIC (LTO)
And
Boston Borough Council

Boston Big Local

TaylorITEX CIC - Locally Trusted Organisation (LTO)

Signature: _____

Signature: _____

Name: _____

Name: _____

Position: _____

Position: _____

Date: _____

Date: _____

Boston Borough Council

Signature: _____

Name: _____

Position: _____

Date: _____



INTRODUCTION

The purpose of this Service Level Agreement (SLA) is to describe the key services to be provided and the quality standards we have agreed in terms of service delivery.

This Agreement sets out

- the services to be provided
- the overall standard to achieve in the provision of services

Please refer to Schedule 1 for a breakdown of the services.

FUTURE REVIEWS & AMENDMENTS TO THIS SERVICE LEVEL AGREEMENT

The SLA remains valid until superseded by a revised agreement, which has been endorsed by relevant signatories from all parties.

Changes made to this agreement will be signed off by all parties. This agreement is subject to funding being received from Local Trust. Local Trust is the corporate trustee of the Big Local Trust – the independent trust that funds Big Local.

REPORTING REQUIREMENTS

The service provider is required to report back to Boston Big Local / LTO on how the funding has been spent.

The report must include details of those who have benefitted and include details such as:

- Numbers
- Age
- Gender
- Ethnicity
- Disability
- Evidence that participants are resident in the Boston Big Local area

The report will need to clearly show which priority/priorities are being addressed and the outcomes achieved. Boston Big Local especially would like photographic evidence that can be uploaded onto our website or used on newsletters or other such publicity (please ensure permissions are obtained). Where possible, please include quotations from those involved.

The Service Provider shall provide management reports at the intervals set out in Schedule 1.

OPERATIVE PROVISIONS

1. Definitions and Interpretation

1.1 In this Agreement the following words and expressions shall have the following meanings:

"Service User" means Boston Big Local / LTO

"Fee" has the meaning given to it in Schedule 1.

"Invoice" shall have the meaning given to it in clause titled 'payment'.

"Services" means the services to be carried out by the Service Provider under the terms of this Agreement as are more particularly described in Schedule 1.

"Specification" means the document attached at Schedule 1 of this Agreement.



OPERATIVE PROVISIONS (Cont.)

“**Term**” means timescale stated in Schedule 1.

“**Working Day**” means any day (other than a Saturday or Sunday) upon which clearing banks in the City of London are open to the public for the transaction of business during ordinary banking hours.

“**Contract**” means this Agreement.

“**Contract Manager**” shall be the person appointed by each party responsible for contract management and with delegated authority for the purpose of this Contract.

- 1.2 References in this Agreement to clause numbers and to parts of Schedules shall be construed as references to clauses of this Agreement and parts of Schedules to this Agreement as the case may be.
- 1.3 The headings to clauses are for convenience only and do not form part of and shall not affect the interpretation of this Agreement.
- 1.4 Where two or more persons are included in the expression Service Provider, the term Service Provider shall include the plural numbers and any obligation expressed to be made by or with such party shall be deemed to be made and undertaken by such persons jointly and severally.
- 1.5 An obligation on a party to this contract to do an act includes an obligation to procure that it is done.
- 1.6 Words denoting the masculine gender shall include the feminine and neuter genders and words denoting natural persons shall include corporations and firms and all such words shall be construed interchangeably in that manner.
- 1.7 Words importing the singular meaning shall include, where the context so admits, the plural meaning and vice versa.

2. Specification

- 2.1 The Service Provider shall fully comply with the terms of this Agreement and, is subject to the Specification in Schedule 1.
- 2.2 Where there is any inconsistency between this Agreement and the Specification, this Agreement shall prevail unless decided otherwise by the Contract Manager and/or the Service User and notified to the Service Provider in writing.

3. No variations to this Agreement

Notwithstanding any other term of this Agreement no deletion from, addition to or variation of the Conditions shall be valid or of any effect unless agreed in writing and signed and/or initialled by the parties.

4. Term

- 4.1 This Agreement shall take effect on/ between the dates stated in Schedule 1.
- 4.2 If the Service User wishes to extend this Agreement beyond the Term, it shall be entitled to do so by giving the Service Provider at least three months' written notice prior to the expiry of the agreement. If the Service User gives such notice and the Service Provider gives such consent, the duration of the Agreement and the Term shall be extended by such period as is specified in such notice.



OPERATIVE PROVISIONS (Cont.)

5. Duty of Care

- 5.1 The Service Provider shall carry out and complete the Services with due efficiency, diligence, in a good and professional manner, and to a high standard.
- 5.2 If the Service Provider is unable or fails to provide the Services in whole or in part in compliance with the Contract, the Service User may, without prejudice to its rights and remedies under this Agreement and at law, itself provide, directly or through third parties, the Services in whole or in part. All costs incurred in doing so may be deducted from any sums due to the Service Provider under this Agreement or, at the Service User's option, shall be immediately recoverable from the Service Provider on demand being made by the Service User.

In such circumstances, the Service Provider will be given the opportunity to rectify the services over a period of 28 days before the step in right is exercised.

- 5.3 The Service Provider's personnel employed in and about the provision of the Services shall be properly and sufficiently qualified, trained, competent, skilled, honest and experienced and the Service Provider shall ensure that at all times they each exercise care in the execution of their duties and tasks.
- 5.4 The Service User reserves the right to recover elements of the Funding if the Service Provider fails to deliver the Services in accordance with the provisions of this agreement.

6. Non-discrimination

The Service Provider must not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination and avoid committing any act of unlawful discrimination, harassment or victimisation prohibited by the Equality Act 2010.

7. Health & Safety

The Service Provider shall comply with the requirements of any other acts, orders, regulations and codes of practice relating to health and safety in the performance of the agreement.

8. Safeguarding children and vulnerable adults

- 8.1 The Service Provider will have ultimate responsibility for the management and control of any Regulated Activity provided under this agreement and for the purposes of the Safeguarding Vulnerable Groups Act 2006.
- 8.2 The Service Provider shall ensure that all individuals engaged in the provision of those elements of the Services that are Regulated Activities are subject to relevant checks (such as DBS checks).
- 8.3 The Service Provider shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that they would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service Users.

9. Confidentiality

You shall not use or disclose to any person either during or at any time after your engagement any confidential information about Boston Big Local or Local Trust.

10. Data Protection

As part of this agreement, you consent to Boston Big Local and their Locally Trusted Organisation (LTO) holding and processing data relating to the service being provided for legal, personnel, administrative and management purposes. Data will be managed in line with the requirements of the Data Protection Act 1998.



OPERATIVE PROVISIONS (Cont.)

11. Intellectual property

If the Service User offers or makes available to you any of its copyright protected works they will be licensed to you under a Creative Commons License (Attribution-NonCommercial-ShareAlike 2.0 England and Wales - see <http://www.creativecommons.org/licenses/by-nc-sa/3.0>). Also, anything you create through your work funded by the Service User will likewise be copyrighted under Creative Commons License.

- 11.1 Logo - Service Providers must use the Big Lottery beneficiary logo on publicity material and are also requested to use the Boston Big Local logo to acknowledge, celebrate, publicise and promote funded work. There are strict rules regarding their use so please seek advice or visit: http://www.biglotteryfund.org.uk/blf_small_grants_download.pdf. Please take care not to stretch the logos. Boston Big Local has the right to end your permission to use the logo if the service agreement is terminated.
- 11.2 Publicity - Service Providers are asked to promote the Boston Big Local funding on relevant literature and promotions.

12. Carrying out the Services

- 12.1 The Service Provider shall upon and subject to this Agreement fully carry out and complete the Services with reasonable care and in accordance with all applicable laws.
- 12.2 The Service Provider shall provide the Services in a manner which preserves, promotes and enhances the reputation and interests of the Service User.

13. Assignment

- 13.1 The Service Provider shall not, under any circumstances assign or transfer this Agreement, or any part, share or interest in this Agreement.
- 13.2 The Service Provider shall not without the written consent of the Contract Manager subcontract any portion of the Contract. The Service Provider shall only be allowed to subcontract such portions of the Services that he does not undertake in the course of his normal business operations and subject to the same equality and diversity requirements. The Contract Manager/LTO must be informed and consent obtained.

14. Payment

- 14.1 The Service User shall pay to the Service Provider the Fee in full and final satisfaction of its obligations under this Agreement, in the instalments and at the intervals set out in Schedule 1. Funding shall be paid subject to the achievement of the Outcomes which will be monitored on a quarterly basis (where indicated in Schedule 1). Payment of the Funding will be subject to the submission of an invoice along with a report in line with the timetable set out in Schedule 1.
- 14.2 Subject to the Service User being satisfied with all parts of the Invoice, the Service User shall make payment against the Invoice within 30 (thirty) days (the "Due Date for Payment").
- 14.3 In the event of the Service User failing to pay the Service Provider any sum due under the Agreement by the Final Date for Payment or the Service Provider failing to pay the Service User any sum due under the Contract, the entitlement to simple interest on the debt under the terms of the Late Payment of Commercial Debts (Interest) Act 1998 as amended by the Late Payment of Commercial Debts Regulations 2002 will accrue at the rate of 1% above Bank of England base rate. The provision under the Act and the Regulations for the payment of a fixed sum of compensation in addition to interest is waived by both parties to the Contract.
- 14.4 In consideration of the provision of the Services by the Service Provider in accordance with the terms and conditions of this agreement, the Service User shall pay the Funding to the Service Provider.



OPERATIVE PROVISIONS (Cont.)

14.5 The Service Provider shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Service User pursuant to this agreement. Such records shall be retained for inspection for six (6) year(s) from the end of the Agreement Year to which the records relate.

15. Insurance and Indemnities

15.1 The Service Provider shall maintain the following insurance for the duration of the contract:

15.1.1 Public Liability Insurance – minimum level of £2 million

15.2 The Service Provider shall hold and maintain the Required Insurances for a minimum of six (6) years following the expiration or earlier termination of the agreement.

16. Audit

16.1 During the Term and for a period of six (6) year(s) after the Termination Date, the Service User may conduct an audit to verify the use of the Funding.

17. Termination by Boston Big Local/LTO

If the Service Provider:

17.1 without reasonable cause fails to proceed diligently with the Services or wholly suspends the carrying out of the Services before completion; and/or

17.2 fails to observe and perform the Agreement and the covenants, stipulations and conditions contained within; and/or

17.3 his servants, agents, employees or sub-contractors abuse (verbal or otherwise) the Service User's members or staff; and/or

17.4 fails to perform to the standards required by the Contract; and/or

17.5 makes application for payment for Services not carried out or not carried out in accordance with the Contract; and/or

17.6 becomes bankrupt or makes a composition or arrangement with his creditors or has a proposal in respect of his company for the voluntary arrangements for a composition of debts or scheme or arrangement approved in accordance with the Insolvency Act 1986; and/or

17.7 has an application made under the Insolvency Act 1986 in respect of his company to the Court for the appointment of an administrative receiver; and/or

17.8 has a winding-up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding-up passed; and/or

17.9 has a provisional liquidator receiver or manager of his business or undertaking duly appointed; and/or

17.10 has an administrative receiver as defined in the Insolvency Act 1986 appointed; and/or

17.11 has possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating charge; and/or

17.12 is in circumstances which entitle the court or a creditor to appoint or have appointed a receiver a manager or administrative receiver or which entitle the court to make a winding-up order; and/or



OPERATIVE PROVISIONS (Cont.)

17.13 commits any other material breach of its obligations under the Contract;

The Service User may without prejudice to any accrued rights or remedies under the Agreement terminate the Service Provider's employment under the Agreement by notice in writing having immediate effect. However it is acknowledged that should the Service Provider default on a contractual term within the agreement they will be given 28 days to rectify the situation before notice is enacted. And provided that, irrespective of whether any of the events set out in clauses above has occurred, the Service User may at any time terminate this Agreement by not less than three months written notice to the Service Provider.

18. Consequences of termination

If the Service Provider's employment is determined as provided in clause 'Termination by the Service User', then Boston Big Local/LTO shall:

- 18.1 cease to be under any obligation to make further payment until after completion of the Services and until the costs, loss and/or damage resulting from or arising out of the termination of the Service Provider's employment shall have been calculated and provided such calculation shows a sum or sums due to the Service Provider; and
- 18.2 be entitled to repossess any of its materials, equipment, or other goods loaned or hired to the Service Provider if applicable and to exercise a lien over any of the materials, equipment, or other goods belonging to the Service Provider for any sum due hereunder or otherwise from the Service Provider to the Service User; and
- 18.3 be entitled to employ and pay other persons to provide and complete the undertaking of the Services; and
- 18.4 be entitled to deduct from any sum or sums which would have been due from the Service User to the Service Provider under this Agreement or any other contract or be entitled to recover the same from the Service Provider as a debt and any loss or damage to the Service User resulting from or arising out of the termination of the Service Provider's employment. Such loss or damage shall include the reasonable cost to the Service User of the time spent by its officers in terminating the Service Provider's employment and in making alternative arrangements for the undertaking of the Services; and
- 18.5 when the total costs, loss and/or damage resulting from or arising out of the termination of the Service Provider's employment has been calculated and deducted so far as practicable from any sum or sums which have been due to the Service Provider any balance shown as due to the Service User shall be recoverable as a debt or alternatively the Service User shall pay to the Service Provider any balance shown as due to the Service Provider after the exercise of this right of set off.

19. Termination by the Service Provider

19.1 The Service Provider may by notice determine the employment of the Service Provider under this Agreement if the Service User is in default in respect of any one or more of the following:

- 19.1.1 suspends the carrying out of the Services for a continuous period of at least three months, unless such suspension arises from a breach or a suspected breach of the Conditions by the Service Provider and notified by the Service User to the Service Provider; and/or



OPERATIVE PROVISIONS (Cont.)

19.1.2 becomes bankrupt or makes a composition or arrangement with his creditors, or has a winding up order passed or a receiver or manager of his business is appointed or possession is taken by or on behalf of any creditor of any property the subject of a charge,

provided that the employment of the Service Provider shall not be determined unless the Service User has continued the default for twenty-eight days after receipt by registered post or recorded delivery of a notice from the Service Provider specifying such default.

19.2 In the event of the Service Provider determining the contract the Service User shall pay to the Service Provider, after taking into account amounts previously paid, such sum as shall be fair and reasonable for the value of work begun and executed.

20. Notices

20.1 Any demand notice or other communication required to be given in accordance with this Agreement shall, unless expressly stated to the contrary, be sufficiently served if served personally on the addressee or if sent by prepaid first class recorded delivery post by electronic mail or facsimile transmission to the registered office or last known address of the party to be served and if so sent shall, subject to proof to the contrary, be deemed to have been received by the addressee on the third business day after the date of posting or on successful transmission as the case may be.

20.2 Any notice to the Service User shall, unless expressly stated to the contrary, be addressed to the Contract Manager and delivered or sent to the Service User's offices at the address in the parties' details within this contract.

21. Severance

If any provision of the Agreement shall become or shall be declared by any court of competent jurisdiction or by an Adjudicator or Arbitrator appointed pursuant to the Agreement to be invalid or unenforceable in any way such invalidity or unenforceability shall in no way impair or affect any other provision all of which shall remain in full force and effect.

22. Liability Provision

The liability provision for the Service Provider to compensate for any proven damages is limited to the agreement value.

23. Governing Law

English law shall govern this Agreement and the English courts shall have non-exclusive jurisdiction in relation to any disputes.

24. Contracts Rights of Third Parties

A person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

25. Survival of this Agreement

25.1 In so far as any of the rights and powers of the Service User provided for in this Agreement shall or may be exercised or exercisable after the termination or expiry of this Agreement, then the provisions of this Agreement that confer such rights and powers shall survive and remain in full force and effect notwithstanding the termination or expiry of the Agreement.

25.2 In so far as any of the obligations on the Service Provider referred to in this Agreement remain to be discharged after the termination or expiry of this Agreement, then the provisions of this Agreement that impose such obligations shall survive and remain in full force and effect notwithstanding the termination or expiry of the Contract.



26. General Requirements

- 26.1 Funded partners are required to register to receive the Boston Big Local Newsletter and attend Boston Big Local Annual General Meetings.
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SCHEDULE 1

Theme	2 - Creating a more attractive environment
Priority	3 - Improve local amenities and open spaces in Boston Big Local area.
Activity	3. Improvement to two play areas. Build a two day summer beach and provide activities.

AIMS OF SERVICE / ACTIVITY

Please see attached schedule.

DESCRIPTION OF SERVICE / ACTIVITY (including frequency, location, numbers)

Please see attached schedule.

TIMESCALES

April 2015 – 31st December 2015

MONITORING & REPORTING

Brief quarterly report to advise on progress towards outcomes
Report dates (must be submitted and approved by the partnership before invoice will be paid)

Evidence can include photographs, contribution to local newsletters, involvement in Big Local Celebration events.

Reports will need to detail how much was done, how well it was done and what difference the activity and funding have made.'

Reporting dates: 30th June, 30th September, 31st December.

FEES

The agreed fee is £19,000.00 (incl. VAT) for the period of the agreement - any variation will need agreement. Please quote **CODE 2.3.3** on all paperwork, including project reports and invoices.

EXPECTED OUTCOMES

Please see attached schedule.



SCHEDULE 1

Theme	2 - Creating a more attractive environment
Priority	3 - Improve local amenities and open spaces in Boston Big Local area.
Activity	3. Improvement to two play areas. Build a two day summer beach and provide activities.
Year 1 funding	£19,000
Year 2 funding	NA
Cost Code	2.3.3

Information about you

Name	Frances Taylor – Play and Physical Activity Officer
Email	francis.taylor@boston.gov.uk
Phone	01205 354320
Organisation	Boston Borough Council

In writing your activity plan, please keep in mind the vision and values of Boston Big Local, that this is a resident led 10 year programme to help make the area an even better place to live and that all proposals are considered by the resident partnership group.

AIMS OF ACTIVITY: Improve local amenities and open spaces in Boston Big Local area.

DESCRIPTION OF ACTIVITY : Improve and increase play opportunities in Boston Big Local Area.

Central Park and Woodville Road Play Areas will see added play equipment:

Central Park: Installation of Sure Shot Gooseneck Basketball Hoop with tarmac base 8m x 6m.

Central Park: Installation of a Rock & Bowl duel axis roundabout and two play panels - Make it rain and a Twist Bearing Run.

Central Park: A “summer beach” will be available for two days in the Summer Holidays 2015 with different attractions available for families including Punch and Judy, Face Painting, Beach Art, Donkey Rides.

Woodville Road Playing Area: Installation of tarmac base around already fitted Sure Shot Gooseneck Basketball Hoop 8m x 6m.



TIMESCALES

April / May 2015 - Commission Play providers to install Sure Shot Gooseneck Basketball Hoop in Central Park and tarmac basketball area in Central Park and Woodville Road Play Areas.

May / June 2015 - Install Rock and Bowl duel axis roundabout and two play panels – Make it rain and Twist Bearing Run in Central Park Play Area.

August 2015 – Deliver “Summer Beach” Fun Sessions over two days in Central Park.

EXPECTED OUTCOMES OF THEME AND PRIORITY:

- There is better partnership working and shared goals to create a more attractive environment in the Boston Big Local area.
- Residents from within the Boston Big Local area take action to create a more attractive environment.
- Residents from the Boston Big Local areas tell us that the neighbourhood where they live is more attractive.

EXPECTED OUTCOMES OF ACTIVITY

Central Park lies within the heart of Boston town and has the heaviest footfall of all play sites in the Borough. By incorporating the proposed equipment into this site, children and young people they will have an exciting, challenging and safe place to play.

Central Park is open from dawn to dusk so offers many hours of open access of play for the community.

Central Park has three schools and a children’s centre within close proximity, all use the park as a place to visit for activity. The School’s and the children’s centre have shown an interest to support activities offered within Central Park.

Woodville Road playing field, another well used play space and in close proximity to a school already has an extremely popular Sure Shot Gooseneck Basketball Hoop which sits on grass. At the moment the area is not suitable for all year round play due to the grass turning to mud during the winter months through continual usage and weather conditions. To tarmac the area would allow the hoop to be used safely all the year round thus allowing children, young people and their families to continue with their activity levels at all times.

Woodville Road playing field has open access 24 hrs a day so offers play opportunities for the community at all times.

The Boston Strategic Health and Wellbeing Framework identifies low rates of physical activity as a key concern and includes a priority to promote healthier lifestyles. Obesity rates have been reported at 22% for year 6 children. By increasing the availability of different play opportunities in Central Park and Woodville Road Playing field families will be encouraged to visit the sites on a regular basis and increase their activity levels.

Outcomes:

- **Enhanced play opportunities for the community.**
- **Improve Health and Wellbeing for families.**



- **Involvement of volunteers in the planned activities.**
- **Partnership networking**
- **Enhancement of two open play spaces**

MONITORING & REPORTING

Brief quarterly reports advising on progress towards outcomes are required and must be submitted and approved by the partnership before an invoice will be paid. Reports will need to detail how much was done, how well it was done and what difference the activity and funding have made. Evidence can include photographs, video clips, contribution to local newsletters.

Report dates:

Regular updates will be provided advising on the progress. Feedback will be gathered from the community. Photographic evidence will be provided.

FEES

The agreed fee is £19,000 (incl. VAT) for the period of the agreement. As a local authority Boston Borough Council can re-claim the VAT (20%) so our bid will be net of VAT, allowing the funding to go further, - any variation will need agreement. Please quote **CODE 2.3.3** on all paperwork, including project reports and invoices.

OTHER FUNDING AND GIFTS IN KIND

Indicate amounts and sources of funding received or applied for relating to this activity and gifts in kind likely to be contributed.

Boston Borough Council networks with many other organisations to provide Sport, Health and Play activities throughout the borough including Boston United in the Community, RSPB, Mayflower Housing, School's, Children's Centres, Sport Clubs, Homestart, Youth Services, Music Groups, Community Safety, CVS and Library Services.

All of these organisations support projects by offering help in kind adding activities to enhance any events organised and are enthusiastic to continue to do so.