

SERVICE LEVEL AND GRANT AGREEMENT

Appendix 1

This Service Level Agreement is made the ***** day of ***** 2024

PARTIES

The Service Level Agreement (Agreement) is made between:

Wyre Borough Council of the Civic Centre, Breck Road, Poulton-le-Fylde, FY6 7PU
(Council) and
Citizens Advice Lancashire West of 35-39 Market Street, Chorley PR7 2SW (CALW)

Introduction

The Council agrees to provide grant funding of £35,000 per annum for the provision of core advice and information services by Citizens Advice Lancashire West (CALW) as set out in this Agreement.

The objective of CALW is to provide free confidential, impartial and independent advice to enable local residents to deal with a wide range of issues, including benefits, housing, money advice, employment, consumer, relationships, taxation and many more. The nature of the assistance provided will depend on a client's needs.

The standards of service are set out in the National Citizens Advice Quality Assurance Standards Membership Agreement and the Advice Quality Standard.

CONTENTS:

Part 1 - General conditions

Part 2 - Service objectives and specification

Part 3 - Financial and resourcing arrangements

Part 4 - Monitoring arrangements

Part 5 - Declaration

PART 1 – GENERAL CONDITIONS

1.1 PARTIES

This is a Grant Agreement between the Wyre Borough Council (hereinafter called “the Council”) and Citizens Advice Lancashire West (hereinafter called “CALW”).

1.2 OBJECT OF AGREEMENT

The Council wishes to support the services of the CALW for the purpose of providing an information and advice service operated within the aims, principles and policies of the National Citizens Advice subject to an agreed grant and to a defined level of service.

1.3 PERIOD OF AGREEMENT

The Agreement will commence on 1st June 2024 for a period of 4 years unless it is terminated in accordance with paragraph 1.16.

1.4 THE PARTIES’ OBLIGATIONS

1.4.1 CALW agrees to provide the service specified in Part 2 of this Agreement (Service Objectives and Specifications).

1.4.2 The Council agrees to make the grant payments specified in Part 3 of this Agreement (Financial and resourcing arrangements).

1.5 ASSIGNMENT AND NO AGENCY OR PARTNERSHIP

1.5.1 This Agreement is personal to the parties and neither party shall assign, transfer, subcontract or deal in any other matter with any of its rights and obligations under this Agreement without the prior written consent of the other party

1.5.2 Nothing contained in this Agreement, and no action taken by the parties pursuant to this Agreement, will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make commitments on the other party’s behalf.

1.6 MANAGEMENT

Responsibility for the management of CALW is vested in the Trustee Board, the membership and operation of which is laid down by a constitution memorandum and Articles of Association.

1.7 PARTIES’ REPRESENTATIVES

The Council and CALW will each appoint a contact officer.

- a) The role of the Council's contact officer is to:
 - Be the initial point of contact within the Council for CALW
 - Inform CALW of any issues, which may have an effect on the implementation of the service provision in this Agreement.
 - Provide information, advice and support to CALW as is reasonably required.
 - Set up monitoring meetings as required with CALW contact officer to consider the information set out in Part 4 of this Agreement.
 - Inform CALW of any change in the Council's contact officer.
- b) The role of CALW's contact officer is to provide the information required in Part 4 of this Agreement and to inform the Council's contact officer, in writing, if there is:
 - a proposal by CALW to change or reduce the services set out in Part 2 of this Agreement;
 - a change to CALW's constitution; or
 - a change in CALW contact officer.
- c) The parties' contact officers will be Director of Communities of the Council and the Chief Executive of CALW.

1.8 DATA PROTECTION

- 1.8.1 CALW shall (and shall procure that any of its staff involved in the provision of the Agreement) comply with any notification requirements under Data Protection legislation (including but not limited to the Data Protection Act 2018 or its replacement) and both parties will duly observe all their obligations under the Data Protection legislation, which arise in connection with the Agreement.
- 1.8.2 Notwithstanding the general obligation in clause 1.8.1 where CALW is processing Personal Data as a Data Processor for the Council, CALW shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data) as required under the Seventh Data Protection Principle in Schedule 1 to the Data Protection Act 2018; and
 - a) Provide the Council with such information as the Council may reasonably require to satisfy itself that CALW is complying with its obligations under the Data Protection Legislation;
 - b) Promptly notify the Council of any breach of the security measures required to put in place pursuant to clause 1.8.2; and
 - c) Ensure it does not knowingly or negligently do or omit to do anything which places the Council in breach of the Council's obligations under the Data Protection Legislation

1.8.3 The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

1.9 STAFFING

1.9.1 Paid and volunteer staff will be recruited and selected with full regard to an equal opportunities policy and procedures approved by National Citizens Advice.

1.9.2 Paid staff will be employed and remunerated with full regard to National Citizens Advice Guidelines.

1.10 QUALITY ASSURANCE

CALW undertakes to operate the quality assurance systems described in Part 2 of this Agreement.

1.11 HEALTH AND SAFETY

CALW shall have regard to the requirements of the Health and Safety at Work Act, 1974 and any other Acts, Regulations, Directives or Orders etc about health and safety.

1.12 INSURANCES

CALW at its own cost effect and maintain with a reputable insurance company, public liability insurance to cover any liabilities arising from the performance of this Agreement with a minimum cover of £5,000,000. Such certificates shall be made available for inspection to the Council upon request.

1.13 GOVERNING LAW AND JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formulation shall be governed by and construed in accordance with the Law of England and Wales.

1.14 DISPUTE RESOLUTION

If either party considers the other to be in breach of their duties under this Agreement or has a grievance about some aspect of the Agreement's operation, the parties shall make every effort to resolve the issue through joint discussions. Where this fails:

- the party wishing to make the complaint should provide the other with written details, including proposals for resolving it;
- a written response should be sent to the initiating party within 14 days;
- if the response is not considered to resolve the issue, the initiating party may request in writing to the contact officer a meeting of the authorised signatories (or their successor);
- where possible the meeting should be held within 14 days of the contact officer receiving the request;

- where the meeting does not resolve the complaint, the issue, should be considered by CALW's Trustee Board or the relevant Council body as a confidential item. Any submissions should be sent in advance to the other party and representation permitted;
- If either party is dissatisfied with the outcome as notified to it in writing within seven days of the meeting, arbitration can be requested and this will take place with a mutually acceptable external party.

1.15 REVIEW

1.15.1 This Agreement may require amendments in the light of experience of implementing its terms. Any amendments will need to be negotiated and agreed in writing by both parties.

1.15.2 The mechanism used for determining the grant set out in Part 3 cannot be the subject of an amendment under 1.15.1.

1.15.3 An annual review of the level of services specified in 2.3 and 2.4 can be requested by either party, and a meeting held as soon as practicable after this. It can take into account changes in community needs, feedback from clients or other stakeholders, changes in the Council's corporate objectives and any other relevant factors beyond the control of CALW, such as the availability of staff.

1.16 RENEWAL

This entire Agreement shall be subject to quarterly monitoring. A formal review will take place in January 2028 with the aim of establishing if the service should continue after the initial period of this Agreement.

1.17 TERMINATION

1.17.1 Failure to comply with this Agreement may result in the Agreement being terminated. This can be requested by either party giving the other party 3 months' notice in writing.

1.17.2 This Agreement can also be terminated for no reason by either party giving the other 6 months' notice in writing.

1.17.3 Any unspent monies relating to the grant are returned to the Council at the end of the notice period.

1.17.4 Notice can be served if delivered by post or e-mailed to the contact officer.

1.18 FREEDOM OF INFORMATION

1.18.1 The Council is subject to the FOIA and the EIR ("the Acts"). As part of the Council's duties under the Acts, it may be required to disclose information forming

part of this agreement to anyone who makes a reasonable request. The Council has absolute discretion to apply or not to apply any exemptions under the Acts

1.18.2 CALW shall assist and cooperate with the Council (at CALW's expense) to enable the Council to comply with the information disclosure requirements under the Acts and in so doing will comply with any timescale notified to it by the Council.

1.18.3 The Council shall be responsible for determining at its absolute discretion whether information, (Commercially Sensitive Information and/or any other Information):

1.18.4 is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations; and/or

1.18.5 is to be disclosed in response to a request for information under the Acts.

1.18.6 In no event shall CALW respond directly to a request for information unless expressly authorised to do so by the Council.

1.19 BRIBERY

1.19.1 CALW shall comply with all applicable laws, statutes regulations and codes relating to anti- bribery and anti- corruption but not limited to the Bribery act 2010. Breach of this clause shall be deemed to be a material breach which shall entitle the Council to terminate this agreement without further notice.

PART 2 – SERVICE OBJECTIVES AND SPECIFICATIONS

2.1. AIM OF THE SERVICE

The Citizen Advice service provides free, independent, confidential and impartial advice to everyone on their rights and responsibilities. It values diversity, promotes equality and challenges discrimination. The service aims:

- To provide the advice people need for the problems they face
- To improve the policies and practices that affect people's lives.

and;

To provide free, independent, confidential and impartial advice to everyone on their rights and responsibilities. Value diversity, promote equality and challenge discrimination.

2.2 PRINCIPLES UNDER WHICH THE SERVICES ARE PROVIDED

CALW will provide an information and advice service which is:

- free
- confidential
- impartial
- open to all identified recipients regardless of race, gender, sexuality or disability and
- in accordance with the National Citizens Advice guidelines on equal opportunities.

2.3 CORE SERVICES FUNDED UNDER THIS AGREEMENT

The service (to which the funding arrangements in Part 3 relate) offered by CALW shall be 'Assisted Information' and 'General Help' as defined below:

'Assisted Information' is a service in which staff are available to help clients access information and to identify where a client needs further information or advice.

'General Help' is

- Diagnosing the clients problems
- Giving information and explaining options
- Identifying further action the client can take and
- Giving basic assistance e.g. filling in forms, helping the client draft letters and contacting third parties to seek information on the clients behalf.

Where necessary for a particular client, the core service provided by CALW will also include contacting a third party to negotiate on the client's behalf. In accordance with the National Citizens Advice membership agreement the subjects covered will include:

- Consumer
- Money Advice
- Welfare Benefits
- Employment
- Housing
- Family and personal matters
- Taxes
- Immigration and nationality
- Health
- Education

The services covered by the Agreement will not include casework as defined by the Advice Quality Standard (i.e. with casework, the service provider takes responsibility for further action, whereas with a General Help service, the client retains responsibility for the case. Casework also includes representing a client at appeal proceedings where necessary, which General Help does not.)

2.4 MEANS OF ACCESSING THE SERVICE

The core service shall be available face to face and by telephone, online enquiry or letter.

Face to face services will be available at the premises within Fleetwood Market on a Tuesday, Thursday and Friday during normal market hours.

The telephone service is available between 9am and 5pm Monday to Friday. The online enquiry service is available 24/7 for clients to submit their enquiry.

Services are not available on Public Holidays.

All these services shall be clearly advertised.

2.5 QUALITY ASSURANCE

- a) CALW operates the core service to the requirements of the local Performance and Quality Framework.
- b) All staff, both paid and voluntary, are required to undergo relevant training in order to achieve their competent level to a standard acceptable to the Trustees Board, and compatible with the aims, principles, and membership standards of the National Citizens Advice.

2.6 SERVICE DEVELOPMENT AND IMPROVEMENT

- a) CALW operates to a 3 year plan, the monitoring of which and the results of audits (set out in 4.2 and 4.3) lead to innovation and improvements in its service.

- b) CALW will participate in the activities of the Community Legal Service Partnership, and other relevant networks in order to enhance the services to local residents.
- c) CALW will work to secure additional funding in order to meet unmet needs to for advice amongst the diverse local communities.
- d) CALW will make use of clients' experiences to inform and influence the policy and delivery of other local services, and will inform the Council of relevant issues.

2.7 USER FEEDBACK AND INVOLVEMENT

- a) CALW will operate a procedure for representations and complaints about the service in accordance with the National Citizens Advice guidelines and shall take all reasonable steps to bring this to the attention of the users of CALW.
- b) CALW will undertake an annual clients satisfaction survey.
- c) CALW will consult both clients and potential clients about changes to service provision and opening hours.
- d) The Trustee Board encourages representations from as wide range of local people and organisations as possible.

2.8 CIRCUMSTANCES BEYOND CALW'S CONTROL

- a) CALW will not be held responsible for any interruption in or disruption to the core services due to circumstances beyond its control.
- b) The services specified are dependent on the availability of suitable advisers.

PART 3 – FINANCIAL AND RESOURCING ARRANGEMENTS

- 3.1 The Council has agreed that the annual grant of £35,000 will be paid in two instalments each year – June and December on receipt of invoices submitted by CALW to the Council's Representative.
- 3.2 The CALW will also have the use of up to two units at Fleetwood Market, this equates to approximately £18,000 a year.
- 3.3 No additional amounts (including annual inflationary uplift) will be made to the amount given in 3.1 for the year and subsequent years. The effect of this will be monitored and reviewed on an annual basis.
- 3.4 This grant shall be construed as being sufficient to fund those core services referred to in Part 2 of this Agreement, and for the purposes of this Agreement are deemed to be CALW's 'core funding'

3.5 CALW agrees to submit, to the Council as part of this Agreement, a copy of its approved accounts, within the meaning of the Charities Act 1992 and 1993.

PART 4 – MONITORING ARRANGEMENTS

- 4.1 CALW monitors and evaluates its services in accordance with the procedures and directions set out in the National Citizens Advice NACAB Quality Assurance Standards Membership Agreement.
- 4.2 CALW is subject to a two – yearly audit by the National Citizens Advice to ensure the service meets the standards set down in the Quality Assurance Standards Membership Agreements. This audit includes a quality of advice assessment. Continued membership of the National Citizens Advice is dependent on a satisfactory performance in this audit.
- 4.3 The Council will monitor and collate CALW’s activity along with additional information. This will take place on a quarterly basis and consist of:
 - The number of clients accessing the face to face services at the market analysed by event type and ward;
 - The number of clients accessing the telephone and online service analysed by event type and ward;
 - The number and type of complaints received by CALW and number resolved;
 - The number and type of compliments received by CALW;
 - Annual Report, Business Plan/Development Plan;
 - An assessment of client satisfaction;
- 4.4 CALW will provide information as is reasonably required by the Council, subject to those requirements not being in breach of client’s confidentiality. CALW may also be required to provide information to the Councils Overview and Scrutiny Committee as and when requested.
- 4.5 Subject to the National Citizens Advice guidelines these monitoring arrangements can be amended by agreement between the Council and CALW to reflect changes in service practice, for example data collection.
- 4.6 CALW will provide a breakdown of clients accessing the service subject to area of work e.g. benefits, housing, financial services and employment on a quarterly basis

PART 5 - DECLARATION

On behalf of Wyre Borough Council I confirm that I have read the Agreement as set out above and the Council will comply with the terms and conditions contained within.

Signed.....

Date:

Name of authorised signatory for Council:

Address for which communications relating to this Agreement should be sent:

Director of Communities
Wyre Borough Council
Civic Centre
Poulton-le-Fylde
FY6 7PU

On behalf of Citizens Advice Lancashire West I confirm that I have read the Agreement as set out above and CALW will comply with the terms and conditions contained within.

Signed.....

Date:

Name of authorised signatory (ies) for CALW:

Chief Executive
Citizens Advice Lancashire West
35 - 39 Market Street
Chorley
Lancashire
PR7 2SW