

# Epping Forest District Council Grant Aid

## SERVICE LEVEL AGREEMENT

**Between** EPPING FOREST DISTRICT COUNCIL of the Civic Offices, High Street, Epping, Essex ('hereinafter referred to as EFDC')

**And** (Group`s name) of (Group`s address)  
(`hereinafter referred to as the Grantee`)

### 1. PURPOSE OF AGREEMENT

- 1.1 To ensure the efficient and effective use of EFDC's financial support to the Grantee
- 1.2 To further develop and maintain an effective working partnership between EFDC and the Grantee, in support of the interests of the communities of Epping Forest District.
- 1.3 To give the Grantee financial security regarding the grant for the period of the Agreement, subject to the schedule, arrangements and standards set out in this document being fulfilled.
- 1.4 This Service level Agreement (SLA) does not constitute a legal agreement between the parties; however, this Agreement aims to ensure best use of Council resources and establish a sound working relationship between the parties.

### 2. TERM

- 2.1 The "term" is the period running from up to and including .
- 2.2 The funding received by the Grantee must be spent in full by the end of the Term for the purposes that it was intended for. If the Grantee fails to spend the allocated funding by this date they will be required to return such part of any unspent grant as EFDC may determine.

### 3. GRANTEE OBLIGATIONS

The Grantee will:-

- 3.1 Undertake to achieve the outcomes and objectives detailed in **Schedule 1** of this SLA and provide monitoring evidence, as requested via supplied templates.
- 3.2 Participate in annual target setting with EFDC to ensure both parties are clear on achievable expectations.
- 3.3 Provide EFDC with all information and assistance in a timely fashion as is required by EFDC to evidence the performance requirements of this Agreement.
- 3.4 Provide access for an annual visit by the appropriate Portfolio Holder, Members and officers on request.
- 3.5 Comply with all applicable legislation and prevailing laws in the performance of service; including but not restricted to; the Data Protection Act 1998, the Equalities Act 2010 and all others as relevant, with particular attention to the safeguarding of children and vulnerable adults as detailed by the Essex Safeguarding Children Board (ESCB) and Essex Safeguarding Adults Board (ESAB).

- 3.6 Provide and maintain policies of insurance through the term of this agreement, as EFDC may reasonably demand as appropriate for their role in achieving the outcomes.
- 3.7 Have robust governance and financial arrangements in place as required by Charity Law and comply with the legal obligations of charities under the Charities Acts and the Companies Acts, taking appropriate preventative action on behalf of themselves (and working with any partners) ensure business continuity to achieve key outcomes, in the event of the Grantee failing to secure its core, or other dependent, funding.
- 3.8 Assist EFDC in compliance with its obligations under the Freedom of Information Act 2000 in respect of achieving the outcomes in Schedule 1.
- 3.9 Invite the Council to Annual General Meetings (AGM), giving a minimum of 14 days' notice, so that officers may attend.
- 3.10 Ensure that the funding support provided by the Council is positively promoted in any publicity about the organisation.
- 3.11 Adhere to the principles of the Epping Forest Compact.
- 3.12 Advise EFDC in the event that it becomes apparent that it is going to be difficult to spend the funding within the timescales stipulated in this Agreement.

The Grantee will **not**:-

- 3.13 Assign or seek to assign in whole or part, its rights and or obligations under this agreement or sub-contract material elements of its obligations without written consent in writing from EFDC.
- 3.14 Promote itself as associated with or authorised to represent EFDC except insofar as is expressly set out in the Agreement

#### **4. EPPING FOREST DISTRICT COUNCIL OBLIGATIONS**

##### **EFDC will:**

- 4.1 Provide the funds in accordance with **Schedule 2** of this SLA, subject to the achievement of the outcomes and objectives detailed in Schedule 1 of this Agreement.
- 4.2 Delay or suspend in whole or part payment under this Agreement if the Grantee fails to produce satisfactory evidence of progress towards achieving the outcomes detailed in Schedule 1.
- 4.3 Adhere to the principles of the Epping Forest Compact.

#### **5. MANAGEMENT OF THIS AGREEMENT**

- 5.1 Both EFDC and the Grantee will each appoint a "Contact Officer"

The Contact Officer for EFDC will be:

Name

Job Title

Address

Phone Number

Email

The Contact Officer for the Grantee will be:

Name

Job Title

Address

Phone Number

Email

**The Grantee will:**

- 5.2 Provide EFDC with 2 copies of its Annual Report and audited accounts no later than 6 months after the AGM:
- 5.3 Provide EFDC with copies of the Agenda, Reports and Minutes of all General Meetings and of Business Plans as and when published or revised
- 5.4 Supply EFDC with a copy of estimated income and expenditure in advance of each financial year
- 5.5 Produce a statement at the end of each financial year, separate from the Grantee's accounts, stating how the funding allocation from EFDC has been spent
- 5.6 Provide suitable training for all staff and volunteers appropriate to their role and responsibilities.
- 5.7 Participate in any other monitoring and review exercises approved by both parties and associated with this Agreement
- 5.8 Where practical carry an acknowledgement of EFDC support on all letterheads, annual reports, newsletters and relevant publicity material.

**6. REVIEW/TERMINATION OF AGREEMENT**

- 6.1 Either party may request a review of this Agreement at any time if it should appear that the arrangement is not working satisfactorily for the purposes intended. In any case, the parties shall undertake a joint annual review of the Agreement.
- 6.2 The annual review will cover all aspects of the operation of this Agreement, which may lead to it being amended by mutual consent.
- 6.3 EFDC may terminate this Agreement by three months' notice in writing to the Grantee in the event that the Grantee fails to comply with the agreed terms.

**Signed on behalf of  
Epping Forest District Council:**

**Signed on behalf of  
Grantee:**

\_\_\_\_\_  
**Portfolio Holder for  
Leisure & Community Wellbeing**

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

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

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

## **SCHEDULE 1**

### **Objectives:**

- Xxx
- Xxx
- Xxx
- Xxx
- Xxx

**SCHEDULE 2**

**Payment timetable:**

<b>Period:</b>	<b>Payable by:</b>	<b>Amount</b>