

DRAFT

SERVICE LEVEL AGREEMENT

Between

RELATE SOLENT

And

FAREHAM BOROUGH COUNCIL

1st APRIL 2018 - 31st MARCH 2019

**RELATE SOLENT
AND
FAREHAM BOROUGH COUNCIL

SERVICE LEVEL AGREEMENT
1 April 2018 – 31 March 2019**

1. PARTIES TO THE AGREEMENT

- 1.1. This agreement (“the Agreement”) is between (1) - Fareham Borough Council (“FBC”) and (2) - Relate Solent.
- 1.2. The Agreement is intended to indicate the intention in good faith of each of the parties. It is not intended to create a legally enforceable contract.

2. DURATION

- 2.1. The Agreement is for a total period of one year; commencing on **1 April 2018** and expiring on **31 March 2019**, unless terminated earlier in accordance with clause 11 below.

3. PURPOSE OF THE AGREEMENT

- 3.1. To ensure the efficient use of FBC’s financial and other assistance to Relate Solent.
- 3.2. To maintain and develop a working partnership between FBC and Relate Solent.
- 3.3. To ensure the continuing development of the service, as described in clause 4 below (“the Service”).

4. THE SERVICE

- 4.1. Relate Solent is a Registered Charity; **number 1087082**.
- 4.2. Relate Solent will provide Couple Counselling, Family Counselling, Individual Relationship Support, Sex Therapy and courses in Life Skills.

- 4.3. Relate Solent will offer the Service to residents of Fareham from; the offices of Relate Solent in Southampton, the offices of Relate Portsmouth and District from Portsmouth and where possible from an outpost based in the Borough of Fareham.
- 4.4. The Service shall be confidential.
- 4.5. The purpose of the funding is to provide a bursary to enable Relate Solent to provide the Service to Fareham residents who are unable to meet the full cost of counselling.

5. MANAGEMENT ARRANGEMENTS

- 5.1. The Trustee Board of Relate Solent is responsible for its own overall policy and decision making and is the body accountable for the provision of the Service set out in this agreement.
- 5.2. The Trustee Board, which may include up to two representatives of FBC, will meet at least two times per year.
- 5.3. The Trustee Board will undertake to provide the appropriate training for staff to ensure a quality of service.
- 5.4. The Trustee Board will ensure robust operational management to run the Service on a day-to-day basis.
- 5.5. This Service Level Agreement relates to the core activities of Relate Solent, which will be provided by a combination of paid staff and voluntary advisers.
- 5.6. A copy of the Relate Solent constitution is attached to this agreement.

6. MONITORING & EVALUATION

- 6.1. At six monthly intervals, Relate Solent will provide FBC with statistical information detailing the services provided and the postcodes of Fareham service users. This will include a summary of the number of counselling sessions conducted, clients supported and their ethnic origin, age, gender and disability. At this point an update on the financial situation will be supplied.
- 6.2. Relate Solent will present annually to the Leisure and Community Policy Development Review Panel.
- 6.3. In the event that the service provided by Relate Solent falls below that set out in the agreement in any respect, the FBC liaison officer may call an ad-hoc meeting with the representatives of the Trustee Board to consider if any appropriate action should be taken.

6.4. Relate Solent will operate a client complaints procedure.

7. LIAISON AND COMMUNICATION

7.1. Relate Solent and FBC will appoint a liaison officer (or officers) who will be the key point of contact in each organisation with authority to speak on behalf of their agency.

7.2. The role of the liaison officer(s) will be as follows :-

- To be the initial and primary point of contact within FBC for Relate Solent.
- To provide advice, support and information to Relate Solent as appropriate on a range of issues.
- To be afforded reasonable access to records of Relate Solent (except confidential case records containing information about individual clients and personnel records) and access to all financial records of Relate Solent.
- To provide information and advice within FBC on all matters relating to Relate Solent.

8. FUNDING

8.1. The contribution towards core funding will be £4,000 per annum.

8.2. This one year agreement will commence from 1st April 2018

8.3. Any or all sums paid or payable to the Relate Solent under or pursuant to the agreement will be exclusive of VAT.

8.4. FBC will pay its grant to Relate Solent in one payment at the beginning of April each year, for the duration of the agreement.

8.5. Relate Solent will supply the FBC liaison officer(s) with copies of the audited annual accounts of the organisation within six months of the close of each financial year.

9. INSURANCE

9.1. Relate Solent has the legal responsibility for all insurance matters and for any claims arising from its activities. FBC reserves the right to satisfy itself of the adequacy of insurance cover, as a condition for payment of grant. A copy of the annual insurance certificate is requested upon renewal each year for audit purposes.

10. REVIEW

10.1. At the end of each financial year there will be a review of the service providing the information as requested in section 6.

11. TERMINATION OF AGREEMENT

11.1. The agreement can be terminated by either party giving the other party six months' notice in writing.

12. NOTICES

12.1. Any notice to be served on either of the parties by the other shall be sent to by registered post to the address of the relevant party shown at the head of the Agreement.

This agreement is dated the

Signed by:-.....**on behalf of Fareham Borough Council**

Name.....

Signed by:- **on behalf of Relate Solent**

Name.....