

Service Level Agreement

Background

Bromsgrove District Council's vision is 'Working together to build a district where people are proud to live and work, through community leadership and excellent services'.

The council's values are – Leadership, Partnerships, Customer First and Equality.

The council has four objectives – Regeneration, Improvement, Sense of Community and Well Being and Environment.

Bromsgrove District Council is committed to delivering excellent services to all its customers and needs to ensure that the relationship between the council and the Artrix is formulated to contribute to the council's vision and values, delivers an excellent service to its customers, represents value for money to its customers and contributes to the council's goal of attaining excellent corporate performance assessment status.

Bromsgrove District Council now wishes to establish a formal agreement with the Artrix regarding the grant funding arrangement and the services provided to their customers and the local authority.

Therefore the service level agreement has been established to manage the grant funding arrangement, sets out the expectations and defines the relationship between Bromsgrove District Council and the Artrix.

Service Level Agreement

1. Introduction

- The Council has set out its current objectives for arts development in: The Council Plan 2008-11. This sets targets under the objective of Sense of Community for community participation in the arts.
- The Council Arts Strategy 2004-09. This includes the aim of developing new facilities for the arts and increasing the use of facilities for the arts by the community.
- The Council is committed to providing value for money for local tax payers.

Bromsgrove Arts Centre Trust (BACT) was created by a Declaration of Trust dated 23 April 2003 which sets out the objects of BACT as being:

- to advance education in and increase appreciation and understanding of all forms of the arts amongst members of the public including (without limitation) the arts of drama, dance, music and performance and visual arts generally; and
- to provide or assist in the provision of facilities for recreation or other leisure-time occupation with the object of improving the conditions of life for members of the public in the interests of social welfare.
- BACT operates the Artrix Arts Centre.

2. Aims and Objectives

This Agreement is to ensure the proper commitment, understanding and processes are in place to provide the delivery of a consistent, effective and efficient service at Artrix to the residents of Bromsgrove and the wider community, and in particular to:

- identify roles and responsibilities of the parties;
- identify a clear and measurable description of the service to be provided to customers of Artrix; and
- establish a consultation framework aimed at delivering the highest level of service to the customer.

3. Agreement

In consideration of BACT performing the Service Standards set out in paragraph 5 the Council has agreed to provide funding to BACT on the terms set out in this Agreement.

4. Duration of Agreement

The Agreement shall commence on 1st April 2009 to 31st March 2015
This SLA remains valid from 1.4.09 – 31.3.2011, or until superseded by a revised SLA mutually agreed between BDC and the Artrix.

Following the completion of this SLA it is the intention of Bromsgrove District Council to enter into two further SLA's with the Artrix, each for a period of two years and subsequently commencing in April 2011 and 2013.

The SLA commencing in April 2013 will include the two year notice period of the change of the annual grant funding arrangement commencing on 1st April 2015.

5. Service Standards

BACT agrees to deliver the following Service Standards:

- to maximise community participation in the arts;
- to deliver a locally tailored, culturally diverse and adventurous programme of cultural activity;
- to maximise engagement with and usage by local arts organisations through active membership of Bromsgrove Arts Alive! ;
- to deliver a community and education outreach programme;
- to develop sustainable partnerships with local, sub-regional and regional arts bodies;
- to deliver equal access and opportunity to everyone;
- to deliver a strategy that focuses on the customer's needs;
- to deliver a marketing strategy that will raise the public satisfaction of the organisation;
- to manage the Artrix efficiently and effectively;
- to plan and deliver the ongoing maintenance of Artrix's facilities, including a repairs and renewal fund;
- to seek to maximise investment from the statutory, corporate and trust sectors
- to maximise the promotion of the council as the main sponsor of Artrix;

6. Obligations of BACT

BACT will:

- provide a year round service of performances, screenings, exhibitions and workshops to the public, on Monday – Saturday 10.00 – 22.00 and Sunday – 10.00 – 16.00
- provide regular information on Artrix's programmes of activity to the Council through contact with its arts development and special events officer;
- produce an Interim Report in October each year;
- comply with all relevant legislation in the operation of the Artrix;
- notify the Council of any changes of organisational structure, key personnel or the roles and responsibilities of key personnel employed by BACT;
- notify the Council of any changes of trustee;
- at all times operate Artrix in a professional manner according to best practice in arts management;
- maintain appropriate insurances on the centre including public liability, employer liability and trustee/director indemnity cover and produce evidence of such cover to the Council upon request.
- to manage efficiently and effectively the on going maintenance of the facility, the replacement of equipment and the procurement of new equipment.

7. Obligations of the Council

The Council will:

- ensure that BACT is kept aware of any significant changes to the Council's Plan or Arts Strategy;
- Provide reasonable access to the Council's officers;
- pay to BACT the sum of £120,000 by 4 equal instalments payable on the 1st of April, July, October and January during each year of the Agreement Period.

8. Measuring Performance, Monitoring and Review

- Artrix will provide the Council with a copy of its business plan as adopted by the Trust and with copies of its annual report and accounts;
- The director of Artrix and the Council's arts development and special events officer will meet regularly to ensure the requirements of each party are being met.

This SLA should be formally reviewed by the primary stakeholders at a minimum twice per fiscal year, in the absence of either review the SLA will remain in effect.

The Arts Development and Special Events Officer and the Artrix Director are responsible for facilitating regular reviews of this SLA (6 per year).

Contents of this document may be amended or / and altered as required providing mutual agreement is obtained from the primary stakeholders and communicated to all effected parties.

The Arts Development and Special Events Officer and the Artrix Director will incorporate all subsequent revisions of the SLA and will make any revised SLA available to the primary stakeholders

The Artrix Director will provide quarterly performance information in line with Bromsgrove District Council's performance requirements.

9. Termination

- The parties may terminate this Agreement by giving at least 1 year's notice in writing to the other party ;
- The parties may terminate this Agreement in accordance with paragraph 10 below.

10. Default

- If either party fails to perform any of its obligations under this Agreement the other party shall issue a written Default Notice setting out:
 - details of the breach;
 - details of the action necessary to remedy the breach; and
 - a reasonable time within which to take the action necessary to remedy the breach.
- If the party in receipt of the Default Notice does not remedy the breach in accordance with the Default Notice the party issuing the Default Notice may issue a written Final Default Notice requiring the breach to be remedied within a time specified in the Final Default Notice.
- If the party does not remedy the breach in accordance with the Final Default Notice the party issuing the Final Default Notice shall be entitled to terminate the Agreement in writing with immediate effect.
- If the Agreement is terminated under this paragraph the balance of any sum due to either party under this Agreement shall be paid within 28 days.

11. Liability and Indemnity

Each party will indemnify and keep indemnified the other from and against any and all loss, damage or liability suffered and legal fees and costs incurred as a result of a breach of this Agreement by the other party including:-

- any act neglect or default of one party's employees or agents; or
- breaches in respect of any matter arising from the supply of the services resulting in any successful claim by any third party.

12. Variation

The parties may by written agreement vary this Agreement.

13. Data Protection

The parties will comply with any requirements under the Data Protection Act 1998.

14. Freedom of Information

The Council is subject to the Freedom of Information Act and the Environmental Information Regulations. Whilst BACT is not subject to these regulations it will use its best endeavours, consistent with its independent

status, to assist and co-operate in a timely fashion with the Council in relation to the Council's relevant information disclosure requests .

15. Confidentiality

Any documents provided by the Council and any information which BACT may acquire as a result of the Agreement shall to the extent that they are not in the public domain or are required to be disclosed by law remain confidential to the Council and shall not be disclosed or used for any purpose without express prior written consent from the Council.

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16. Equalities

The Council is committed to the principles of fairness and equality and values the diversity of everyone who lives, works, studies, invests in or visits Bromsgrove and the Council operates an Inclusive Equalities Scheme which sets out the details of this commitment. BACT agrees to abide by the principles set out in the Inclusive Equalities Scheme.

17. Point of Contact

Each party will designate an appropriate officer as the point of contact for the purposes of this Agreement.

BROMSGROVE DISTRICT COUNCIL AND THE ARTRIX (AGREE) THE FOLLOWING DELIVERABLES:

To maximise community participation

- by presenting or hosting a minimum of 300 public events or screenings a year;
- to reach the widest possible audience through marketing and promoting Artrix activities in such a way as to ensure that the public is aware of those activities.

To deliver a locally tailored, cultural diverse and innovative and challenging programme

- by providing a quality programme that includes a balance of cinema, comedy, dance, exhibitions, music, theatre and workshops;
- by developing new audiences through engaging and developmental programming, with an emphasis on young people and 'non user groups'.

To maximise engagement with and usage by Bromsgrove Arts Alive! Arts Forum and its membership

- by maintaining Artrix membership of the Bromsgrove Arts Alive! Arts forum;
- by formally seeking the views and recommendations of the arts forum and its membership in the use and development of Artrix;
- by making the theatre available for the arts forum membership to hire for at least 30 sessions per year;
- by making Artrix available free of room hire charges for the arts forum's annual showcase or a similar annual event and a room for 4 quarterly meetings.

To deliver a strategic community and education outreach programme

- by producing, delivering, monitoring and evaluating a community and education outreach programme with an emphasis on 'non user groups' and young people, pro-actively supported by the Council's Arts Development Service.

- **To deliver a strategy that focuses on the customer's needs**

- With support from the council's Customer First team, to produce, deliver and monitor a customer focused strategy in line with the council's 'Customer First' strategy

To deliver equal access and opportunity to everyone

- by BACT becoming an active member of the Council's Equalities and Diversity Forum;
- by presenting a programme of cultural events each year reflecting local or / and national celebration and mood;
- by collating equality and diversity data regarding audience attendance and community participation so as to inform future programming and ensure opportunities for access to everyone.

To promote the Council as the main sponsor of the Artrix

- by acknowledging the sponsorship of Artrix by the Council on all promotional material, literature and media campaigns produced by the venue;
- with support from the Council's Customer First team, by adhering to the Council's corporate style guide detailing the application of the Council's branding.

- **To deliver a marketing and consultation strategy that will raise the profile of and public satisfaction with Artrix**

- with support from the Council's Customer First team to produce, deliver and monitor a 3 year marketing and consultation strategy outlining BACT's commitment to raising the profile of and public satisfaction with the Artrix

To maximise investment from the statutory, corporate and trust sectors

- by establishing regular contact with Arts Council England West Midlands to advocate for its investment in both new projects and core costs;
- by establishing regular contact with the County Council to seek to sustain its financial support for both new projects and core costs;
- by actively seeking the financial investment of both charitable trusts and the corporate sector

To manage the Artrix efficiently and effectively

- by complying with all relevant legislation in the operation of the venue;
- by at all times operating Artrix in a professional manner according to best practice in arts management;

To plan for the ongoing maintenance of Artrix's facilities

- by producing and implementing a rolling programme of maintenance, equipment replacement and procurement;
- by producing an annual health and safety plan detailing the rolling programme of risk assessments, safe working procedures and operational systems and identifying new health and safety issues requiring action.

2009/10 data summary form for Artrix

	2008/9 actual	2009/10 target	2009/10 actual
Number of days open to the public (outside College time)	363	361	
Number of film screenings	230	230	
Number of directly promoted performances	118	117	
Number of performances promoted by BAA!	48	41	

Members			
Number of other performances	46	51	
Number of workshop sessions	445	450	
Number of theatre performances	78	79	
Number of classical musical performances	23	22	
Number of popular musical performances	67	69	
Number of dance performances	20	18	
Number of comedy performances	17	15	
Number of spoken word performances	7	6	
Number of outreach activities	7	7	
Number of schools/college workshops	8	8	
Number of children's holiday activities: workshop sessions	34	32	
Number of children's holiday activities: performances & screenings	66	66	
Percentage of capacity sold for directly promoted performances	50%	53%	
Percentage of capacity sold for cinema	18.5%	22%	
Percentage of capacity sold for third party performances	53%	53%	

Additional information provided will be:

Copies of Artrix's:

- promotional literature;
- annual customer survey;
- annual equalities survey;
- business plan as adopted by the Trust;
- annual report and accounts.