

COMMISSIONERS' DECISION MAKING MEETING

Wednesday, 21 October 2015 at 6.30 p.m.
Council Chamber, 1st Floor, Town Hall, Mulberry Place, 5 Clove
Crescent, London, E14 2BG

SECOND SUPPLEMENTAL AGENDA

The meeting is open to the public to attend.

Members:

Sir Ken Knight (Chair)	(Commissioner)
Chris Allison (Member)	(Commissioner)
Max Caller (Member)	(Commissioner)
Alan Wood (Member)	(Commissioner)

Public Information:

The public are welcome to attend these meetings.

Contact for further enquiries:

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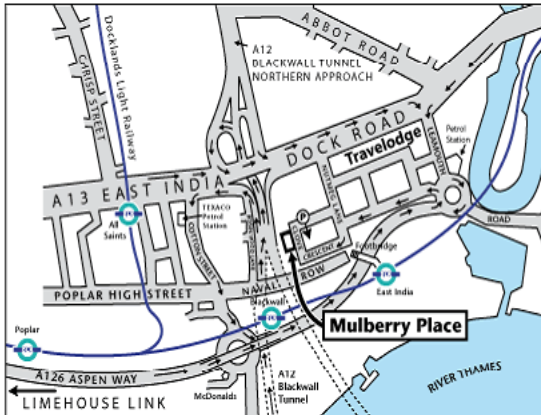
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A Guide to Commissioner Decision Making

Commissioner Decision Making at Tower Hamlets

As directed by the Secretary of State for Communities and Local Government, the above Commissioners have been directed to take decision making responsibility for specific areas of work. These include examples such as the disposal of properties, awarding of grants and certain officer employment functions. This decision making body has been set up to enable the Commissioners to take their decisions in public in a similar manner to existing processes.

Key Decisions

Executive decisions are all decisions that are not specifically reserved for other bodies (such as Development or Licensing Committees). Most, but not all, of the decisions to be taken by the Commissioners are Executive decisions. Certain important Executive decisions are classified as **Key Decisions**.

The constitution describes Key Decisions as an executive decision which is likely

- a) to result in the local authority incurring expenditure which is, or the making of savings which are, significant having regard to the local authority's budget for the service or function to which the decision relates; or
- b) to be significant in terms of its effects on communities living or working in an area comprising two or more wards in the borough.

Upcoming Key Decisions are published on the website on the 'Forthcoming Decisions' page through www.towerhamlets.gov.uk/committee. The Commissioners have chosen to broadly follow the Council's definition in classifying their determinations.

Published Decisions

After the meeting, any decisions taken will be published on the Council's website.

- The decisions for this meeting will be published on: **Monday, 26 October 2015**


**LONDON BOROUGH OF TOWER HAMLETS
COMMISSIONERS' DECISION MAKING MEETING**

WEDNESDAY, 21 OCTOBER 2015

6.30 p.m.

7. ANY OTHER BUSINESS THE CHAIR CONSIDERS TO BE URGENT

7.1	Youth Provision - East London Tabernacle (ELT)	1 - 46	Bow East; Bow West
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Commissioner Decision Report 21 st October 2015	 TOWER HAMLETS
Report of: Andy Bamber – Service Head of Safer Communities	Classification: Unrestricted
Youth Provision – East London Tabernacle (ELT)	

Originating Officer(s)	Hasan Faruq
Wards affected	Mile End Ward
Key Decision	Yes
Community Plan Theme	All

1. Executive Summary

- 1.1 The reason for urgency is that the SLA with ELT ended on 30th September 2015, the extension of the SLA is to prevent any gap in service provision for this group of young people.
- 1.2 In September the Youth Service was brought back in-house. Under the previous arrangements the main contractors held a number of subcontracts and these were continued as SLA's while the new 'in house' service was configured. Of the 8 SLA's one relates to East London Tabernacle (ELT).
- 1.3 The LBTH Youth Service has worked in partnership with ELT, under the SLA arrangement, to deliver a number of youth sessions in the Mile End Park area to engage young people and provide diversionary activities around the Burdett Road area. Thus ensuring that young people have unrestricted access free of charge to the facilities provided at the centre.

The total value of the annual SLA is £17,663 and it has run for 2 years. The current SLA was intended for only the first 6 months of this financial year and ran until the 30 September 2015. The intention was to terminate the SLA at the end of September and a termination letter sent.

- 1.4 This year's MSG, PAYP, and YOF grant process had identified that the North East of the Borough, for whatever reason, has suffered from a lack of interest by organisations when bidding for these grant streams however. As a consequence that area of the borough has a reduced service provision for young people thus creating an imbalance and extending this SLA for a further 6 months will help redress that balance for the short term whilst this issue in the North East of the Borough is considered. In that regard, the Youth Service is currently reviewing its provision of services and the allocation of grants. It is working with the procurement service to develop a specification to tender contracts for additional service provision for 2016/2017 and onwards.

2. Recommendations

The Commissioners are recommended to:

Authorise a further 6 month extension from 1st October 2015 to 31st March 2016 to the existing Service Level Agreement with East London Tabernacle and for the sum of £8,832 to be paid from the Youth Service Core Budget to enable the ELT to deliver 3 sessions per week and work with all young residents with a focus on Somali youth participation.

3. REASONS FOR THE DECISIONS

- 3.1 The decisions are required in order that the Council is able to deliver a successful youth provision within the Mile End Park area (North East). Balancing the provision given the lack of bids made to the MSG, PAYP, and YOF grants funding stream. Thus enabling young LBTH residents and ensuring that in a climate of austerity & challenge they have options for gaining experience and developing personal portfolios leading to possible employment or further education.

4. ALTERNATIVE OPTIONS

- 4.1 The commissioners may choose not to approve this SLA funding which will result in a skewed service provision given that other parts of the borough have accessed the youth grants available to them.

5. DETAILS OF REPORT

- 5.1 The commissioners are being requested to authorise a 6 month SLA extension with East London Tabernacle (ELT) starting from 1st October 2015 until 31st March 2016.
- 5.2 The ELT operated under the previous youth structure and has had an SLA with the current youth service while the service was restructured. It has delivered a successful youth programme for many years with residents of Tower Hamlets. The programme includes personal, social, emotional and spiritual development to improve self-esteem and self-confidence amongst young LBTH residents.
- 5.3 The ELT youth programme has already delivered 72 sessions over the last 6 month period which includes 3 sessions per week with a number of trips and excursions. The activities include both indoor and outdoor programmes to challenge young people's learnt skills and abilities.
- 5.4 The ELT SLA came to an end on the 30th September 2015 and they were sent a termination letter on the 12th August 2015. This year's MSG, PAYP, and YOF grant process however had identified that the North East of the Borough,

for whatever reason, has suffered from a lack of interest by organisations when bidding for these grant streams however. As a consequence that area of the borough has a reduced service provision for young people thus creating an imbalance..

- 5.5 In addition to the imbalance there is an identified problem with young Somali youths in that part of the borough.
- 5.6 The ELT has requested for the SLA to be extended if possible. After consideration, the youth service would like the SLA to be continued for the rest of the financial year. This is to enable the ELT to deliver 3 sessions per week and work with all young residents with a focus on Somali youth participation. This would smooth the impacts of service provision.
- 5.8 The service is currently reviewing its provision of services and the allocation of grants. They are working with our procurement service to develop the specification and will be produced for the procurement process by the end of December 2015.

6. COMMENTS OF THE CHIEF FINANCE OFFICER

- 6.1 The report seeks the Commissioners' agreement to approve a 6 month Service Level Agreement with East London Tabernacle for the value of £8,832. The cost will be funded from the budget allocated within the Youth Service core budget, (Vote E87).

7. LEGAL COMMENTS

- 7.1 The power of the commissioners to make decisions in relation to grants arises from directions made by the Secretary of State on 17 December 2014 pursuant to powers under sections 15(5) and 15(6) of the Local Government Act 1999 (the Directions). Paragraph 4(ii) and Annex B of the Directions together provide that, until 31 March 2017, the Council's functions in relation to grants will be exercised by appointed Commissioners, acting jointly or severally. This is subject to an exception in relation to grants made under section 24 of the Housing Grants, Construction and Regeneration Act 1996, for the purposes of section 23 of that Act (disabled facilities grant).
- 7.2 To the extent that the Commissioners are exercising powers which would otherwise have been the Council's, there is a need to ensure the Council has power to make the grants in question.
- 7.3 Section 507B of the Education Act 1996 places a duty on local authorities to promote the well-being of young people aged 13-19 (and persons up to 25 years with learning difficulties or disabilities) by securing access for them to sufficient educational and recreational leisure time activities and facilities, so far as reasonably practicable. The Council can fulfil the duty by providing activities and facilities, assisting others to do so, or by making other

arrangements to facilitate access, which can include the provision of transport, financial assistance or information.

- 7.4 Before taking any action in relation to activities and facilities for young people aged 13 – 19 (and up to 25 for young people with learning difficulties), the Council must consider whether it is expedient for the action to be taken by another person. The Council must consult for the purposes of determining this question. If it is so expedient, then the Council must take all reasonable steps to enter into an agreement or make arrangements with such a person for that purpose. The conduct of a grants scheme in relation to relevant activities, supported by grant agreements, may be consistent with these obligations.
- 7.5 When exercising its functions under section 507B of the Education Act 1996, the Council must take steps to ascertain the views of qualifying young persons in Tower Hamlets (i.e. young people aged 13 – 19 or up to 25 in the case of young people with learning difficulties). The Council must have regard to statutory guidance issued under the section and the current version is the Statutory Guidance for Local Authorities on Services and Activities to Improve Young People's Well-being. The guidance confirms that Local authorities should use planning and commissioning processes to identify the most appropriate providers and utilise the strengths of organisations within the voluntary and private sectors.
- 7.6 The proposed scheme may additionally be supported by others of the Council's statutory powers, such as its general power of competence. Section 1 of the Localism Act 2011 gives the Council a general power of competence to do anything that individuals generally may do, subject to specified restrictions and limitations imposed by other statutes. This general power of competence may support the giving of grants to community groups, provided there is a good reason to do so. There may be a good reason for giving a grant if it is likely to further the Council's community strategy which is contained within the Tower Hamlets Community Plan.
- 7.7 The Council has a duty under the Local Government Act 1999 to make arrangements to secure continuous improvement in the way in which its functions are exercised, having regard to a combination of economy, efficiency and effectiveness. This is referred to as the Council's best value duty. For the short term pending new arrangements for the provision of services it is considered that the continuation of the present arrangements provides value for money for the reasons specified in the report. Best Value considerations have also been addressed in paragraph 9 of the report.
- 7.8 There should be a grant agreement (in this case a Service Level Agreement) and provision made to ensure delivery of the project in line with that agreement and in the event of non-delivery to protect the Council's position. Robust monitoring requirements need to be in place and appropriate performance related payment mechanisms introduced into the terms of any grant award.

- 7.9 When implementing the scheme, the Council must ensure that no part of the funds issued represents a profit element to any of the recipients. The inclusion of profit or the opportunity of making a profit from the grant or third parties indicates that the grant is really procurement activity and would otherwise be subject to the Council's Procurement Procedures and other appropriate domestic and European law. This would mean therefore, that the Council would have failed to abide by the appropriate internal procedures and external law applicable to such purchases.
- 7.10 All the proposed grants appear to fall under the *de minimis* threshold for the purposes of European restrictions on State aid.
- 7.11 When making grants decisions, the Council must have due regard to the need to eliminate unlawful conduct under the Equality Act 2010, the need to advance equality of opportunity and the need to foster good relations between persons who share a protected characteristic and those who do not (the public sector equality duty). A proportionate level of equality analysis is required to discharge the duty and information relevant to this is contained in the One Tower Hamlets section of the report.

8. ONE TOWER HAMLETS CONSIDERATIONS

- 8.1 The purpose of this Service Level Agreement is to ensure that all of our resident's especially young people between the ages of 13 to 19 are able to benefit from youth opportunities within each cluster ward.
- 8.2 The SLA offer contributes to the broad aims of One Tower Hamlets, i.e. tackle inequality, strengthen cohesion and build community cohesion.

9. BEST VALUE (BV) IMPLICATIONS

- 9.1 The East London Tabernacle offer enables residents to engage with a service which is local, provides personalised services and helps to build a more resilient community one that enjoys active lifestyle and is not rudimentary.

10. SUSTAINABLE ACTION FOR A GREENER ENVIRONMENT

- 10.1 Provision of local activities for residents within walking distance of their homes can contribute to fewer car journeys.

11. RISK MANAGEMENT IMPLICATIONS

- 11.1 A number of different risks arise from funding of external organisations. The Key risks are:
- The funding may not be fully utilised i.e. allocations remain unspent and outcomes are not maximised.
 - The funding may be used for purposes that have not been agreed e.g. in the case of fraud
 - The organisation may not in the event have the capacity to achieve the contracted outputs/outcomes.
- 11.2 To ensure that the risks are minimised, the organisation will be required to comply with standard grant agreement terms. There will also be appropriate performance targets to be met and evidence required.

12. CRIME AND DISORDER REDUCTION IMPLICATIONS

- 12.1 Youth activities helps residents to engage in positive activities and develops personal skills without which young people may get involved in anti-social behaviour and petty crimes.

13. SAFEGUARDING IMPLICATIONS

- 13.1 All staff and volunteers working with Children and Young People require DBS checks and the Council has appropriate safeguarding structures in place to report any incidents.

Linked Reports, Appendices and Background Documents

Linked Report

- NONE

Appendices

- Appendix 1: 6 Month SLA starting from 1st April until 30th September
- Appendix 2: Termination Letter
- Appendix 3: Proposed extended SLA starting from 1st October 2015 until 31st March 2016

- Appendix 4: EA Quality Assurance Checklist

Background Documents – Local Authorities (Executive Arrangements)(Access to Information)(England) Regulations 2012

- None.

Officer contact details for documents:

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hasan.faruq@towerhamlets.gov.uk

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1st April 2015

BETWEEN

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF
TOWER HAMLETS**

and

ELT Baptist Church (ELT)

**A GRANT AGREEMENT RELATING TO THE PROVISION OF UNIVERSAL
YOUTH SERVICES**

This Agreement is made on 1st day of April 2015

BETWEEN

(1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER HAMLETS** whose registered office is situated at Town Hall, Mulberry Place, 5 Clove Crescent, London E14 2BG (called in this Agreement "**the Council**")

and

(2) **East London Tabernacle Baptist Church, 1 Burdett Road, London E3 4TU** (called in this Agreement "**the Service Provider**")

and reference to the "Parties" shall mean both the Council and the Service Provider and reference to "the Party" shall mean either the Council or the Service Provider as the context allows.

WHEREAS

(A) The Council is appointing the Service Provider to provide generic youth related services in respect of young people in Tower Hamlets and the Service Provider is agreeing to deliver such services to the Council always in accordance with the terms of this Agreement

(B) By entering into this Agreement the Parties are agreeing to be bound by the terms of the Agreement in respect of the services referred to in paragraph A

NOW IT IS HEREBY AGREED as follows:

1. Definitions

1.1. In this Agreement the following capitalised words shall have the relevant meanings ascribed to them as detailed below (unless the context suggests otherwise):

1.1.1. "**2000 Act**" means the Freedom of Information Act 2000 and any subordinate legislation made thereunder from time to time together with any guidance and codes of practice issued by the Information Commissioner in relation thereto;

1.1.2. "**Confidential Information**" means Information, data and material of any nature which either Party may receive or obtain in connection with the Agreement and:

1.1.2.1. which comprises Personal Data or Sensitive Personal Data (as both terms are defined in the Data Protection Act 1998); or

- 1.1.2.2. the disclosure of which would or would be likely to prejudice the commercial interests of either Party or any other person and the public interest in maintaining non disclosure would out weigh the public interest in disclosure; or
- 1.1.2.3. the disclosure of which by the Employer would constitute a breach of confidence actionable by the Service Provider or a third Party;
- 1.1.3. **“Charges”** means the sum of Six thousand pounds (£6,000) for one year of this Agreement;
- 1.1.4. **“Commencement Date”** means the date on which this Agreement is deemed to be in force and of effect between the Parties being the 1st of April 2015;
- 1.1.5. **“Common Law”** means the general law of England and Wales as set down by Statute and the Courts of competent jurisdiction;
- 1.1.6. **“Contract Period”** means the period during which this Agreement is of effect between the Parties as described in clause 2.1
- 1.1.7. **“Deliverable”** means any product tangible or intangible resulting from the performance of the Services;
- 1.1.8. **“Environmental Information Regulations”** means the Environmental Information Regulations 2004;
- 1.1.9. **“Information”** means information as defined in section 84 of the 2000 Act;
- 1.1.10. **“Intellectual Property Rights”** means any patent, patent application, know how, trade mark or name, service mark, design right, registered design, copyright, moral right, rights in commercial or technical information or any other intellectual property rights, whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect anywhere in the world;
- 1.1.11. **“London Living Wage”** means an hourly rate of pay updated annually and calculated by the Greater London Authority (or its replacement as the case may be);
- 1.1.12. **“Premises”** means the place stated in the Service Provider’s Response at which the Services will be delivered

- 1.1.13. **“Request For Information”** has the meaning set out in section 8 of the 2000 Act or any apparent request for Information under the 2000 Act or the Environmental Information Regulations;
- 1.1.14. **“Service Provider”** means the party referred to as such in the recitals and includes any officers, employees, agents or subcontractors of the Service Provider.
- 1.1.15. **“Service Provider’s Response”** means the document submitted by the Service Provider in response to presentation by the Council;
- 1.1.16. **“Services”** means such services in order to meet the requirements stated in the Specification; and
- 1.1.17. **“Specification”** means the document detailing the Council’s requirements for the whole of the types of Services offered under this Agreement and attached to this Agreement at Schedule 1.

2. Contract Period

- 2.1. This Agreement shall commence on the Commencement Date 1st April 2015 and shall continue for a period of Six Months (up to 30th September 2015) unless terminated earlier in accordance with the provisions of this Agreement or by operation of the Common Law.

3. Provision And Standard Of Services

- 3.1. Throughout the Contract Period the Service Provider shall perform the Services in accordance with the Specification always in the manner stated in the Service Provider’s Response.
- 3.2. In the event of a conflict between the Specification and the Service Provider’s Response the relevant provision in the Specification shall be deemed to prevail.
- 3.3. Throughout the Contract Period the Service Provider shall provide the Services utilising all due skill care and attention of a reasonable contractor in the same profession or business as the Service Provider.
- 3.4. The Service Provider is fully responsible for the performance of the Services and for ensuring compliance with the requirements of this Agreement

4. Service Provider's Personnel

- 4.1. The Service Provider shall only use staff that are competent and have an appropriate level of skill knowledge and qualifications to provide the Services.
- 4.2. The Council may, without liability, require the Service Provider to withdraw and replace any member of the Service Provider's staff who are engaged in performing the Services provided that:
 - 4.2.1. the Council provide written reasons for so requiring;
 - 4.2.2. the Council does not operate this right vexatiously or in any other way to frustrate the purpose of this Agreement.
- 4.3. The Service Provider shall pay the staff engaged in the provision of Services and ordinarily resident in London at least the London Living Wage and the Service Provider warrants that the Charges payable under this Agreement incorporate this requirement. The Service Provider shall ensure this requirement is included in any subcontracting arrangements it enters to deliver the Services.
- 4.4. Nothing in this Agreement shall cause any member of the Service Provider's staff to become an employee of the Council.
- 4.5. Neither the Service Provider nor its staff shall hold themselves out as being the employee or agent of the Council.

5. Safeguarding

- 5.1. The Council is committed to the protection of children and vulnerable adults. If the Service Provider provides services to persons under 18 or to vulnerable adults and employs staff or volunteers in a position whose duties include caring for, training, supervising or being responsible in some way for children or vulnerable adults or who have access to records or information about any of these types of individuals, the Service Provider must ensure that all such staff and volunteers receive an Enhanced Check For Regulated Activity for the purposes of the Protection of Freedoms Act 2012 (Disclosure and Barring Service Transfer of Functions) Order 2012 before such staff and volunteers commence relevant activities in connection with this Agreement.

- 5.2. The Service Provider shall (promptly on the Council's request from time to time) issue the Council with a certificate certifying the Service Provider's proper compliance with clause 5.1 in relation to all relevant staff and volunteers engaged in relevant activities at the time. Such certificate shall be in a form approved by the Council from time to time (acting reasonably).
- 5.3. The Service Provider must make available to the Council's representative for inspection (with all relevant consents in place for the purposes of the Data Protection Act) all relevant records to evidence its compliance with clause 5.1.
- 5.4. The Service Provider must ensure that the checks referred to in clause 5.1 are updated for all relevant staff and volunteers within three years of the most recent disclosure
- 5.5. The Service Provider must not allow those of its staff or volunteers whose checks referred to in clause 5.1 reveal serious and adverse matters to have unsupervised access to children under 18 years and/or vulnerable adults, and/or access to records relevant to such children and/or vulnerable adults. If an individual is recorded on any of the lists included in the check referred to in clause 5.1 then they are deemed unsuitable to work with these groups or to have access to records relevant to them
- 5.6. The Service Provider shall promptly remove relevant staff or volunteers from relevant duties in connection with this Agreement if requested in writing by the Council with reasonable grounds to do so.
- 5.7. The Service Provider must check with the Disclosure and Barring Service when recruiting new staff, to ensure that the person is eligible to work with children and young people.

6. Performance Review

- 6.1. At regular intervals throughout the Contract Period (and in the absence of any other express requirement of the Council at least at 3 monthly intervals) the Council and the Service Provider shall meet to discuss and review the performance of this Agreement to date.
- 6.2. In any event members of the Council's staff may visit the Premises at least twice but not more than four times in any weekly period for the purposes of monitoring the provision of the Services

- 6.3. The Service Provider must notify the Council in writing within ten (10) working days if it is subject to any non-routine inquiry from a relevant regulatory body into its working practices and/or its affairs generally, or the loss (or seriously threatened loss) of any permit, registration, licence or the like which it is required to have in place by law to provide the Services.

7. Premises

- 7.1. The Service Provider is responsible for the sourcing and maintaining the availability of the Premises throughout the Contract Period.
- 7.2. The Service Provider is responsible for maintaining adequate health and safety procedures at the Premises
- 7.3. The Council is not responsible for any damage caused at the premises except for any damage caused by the Council's employees agents and or subcontractors

8. Intellectual Property Rights

- 8.1. All Intellectual Property Rights existing prior to the commencement of this Agreement shall remain the property of the respective party who owned the Intellectual Property Rights prior to the commencement of the Agreement.
- 8.2. All Intellectual Property Rights in any and all Deliverables and any other material provided to the Council in performance of this Agreement shall vest in the Council.
- 8.3. The Service Provider shall provide a copy of all Deliverables and material referred to in clause 8.2 to the Council at the end of the Contract Period.
- 8.4. The Service Provider grants to (or will procure for) the Council a perpetual, irrevocable, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt, modify, perform, distribute, communicate and exploit any Intellectual Property Rights referred to in clause 8.1, in conjunction with any Intellectual Property Rights in the Deliverables and material, for any purpose.
- 8.5. The Council hereby grants to the Service Provider a non-exclusive royalty free licence to use the Intellectual Property Rights referred to in clause 8.2 only for the purposes of performing this Agreement and such licence shall terminate immediately upon the expiry or termination of this Agreement howsoever caused.
- 8.6. The Service Provider waives and shall ensure that any author of any of the Deliverables or material provided as part of the

performance of this Agreement waives any and all moral rights subsisting in any such Deliverables or material.

9. Use Of the Council or Council Owned Facilities

- 9.1. Where the Service Provider is required to enter onto premises owned by the Council the Service Provider shall abide by all reasonable instructions of the person or persons in charge of such premises.
- 9.2. Where the Premises are owned by the Council the Service Provider shall enter into a lease or such other agreement as the Council may specify relating to the occupation of the Premises

10. Charges And Payment

- 10.1. Throughout each year of the Contract Period the Council shall pay to the Service Provider half of the Charges every three months during which the Services have been provided and subject always to the Service Provider's compliance with this Agreement. The first payment shall fall due on the first day of the Commencement Date and then first day of the next three months.
- 10.2. The Service Provider shall provide to the Council an invoice in respect of each payment referred to in clause 10.1
- 10.3. Each invoice as referred to in clause 10.1 shall include (but not exclusively):
 - 10.3.1. the Council specific identifying contract reference;
 - 10.3.2. the period to which the invoice relates;
 - 10.3.3. the amount payable under the Agreement;
 - 10.3.4. details of the provided Services to which the invoice relates;
 - 10.3.5. details of a contact within the Service Provider's organisation to which queries relating to the invoice may be directed; and
 - 10.3.6. any sum due in respect of Value Added Tax detailed as a separate entry.
- 10.4. The Council shall pay any sum within 30 days of the date on which the Agreement states it falls due.

- 10.5. Without limiting any other rights of the Council under this Agreement, the Council may withhold or require the Service Provider to repay an amount (in whole or part) where the Services have not been delivered in accordance with the Specification. In the event of a dispute relating to the amount owing under any presented invoice the Council shall pay such part of the invoice as is not in dispute.
- 10.6. Where a debt falls due under this Agreement to which the Late Payments Of Commercial Debts (Interest) Act 1998 applies the relevant rate shall be deemed to be 3% above base rate of the Co-Operative Bank PLC per annum and calculated on a daily basis, which the parties hereto agree shall be a substantial remedy to deter late payment.

11. Termination

- 11.1. The Council or the service provider may terminate this Agreement in any event by giving three months written notice.
- 11.2. The Council may otherwise terminate this Agreement forthwith by giving written notice to the Service Provider in the event that the Service Provider fails to satisfy any of its obligations under this Agreement.

12. Indemnity

- 12.1. The Service Provider indemnifies and keeps indemnified the Council from and against any and all loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Council arising out of or in the course of or caused by the provision of the Services except to the extent that the same are due to any act or neglect of the Council or any person for whom the Council is responsible.

13. Insurance

- 13.1. Throughout the Contract Period the Service Provider shall take out and maintain with a reputable insurance company on generally available commercially acceptable terms the types and with the amounts of cover that a prudent operator in the Service Provider's industry would consider normal and adequate including when performing agreements of this kind.

14. Transfer and Sub-Contracting

- 14.1. The Service Provider shall not assign or sub-contract or novate the whole or any part of this Agreement without the prior written consent of the Council.

15. Health And Safety

- 15.1. The Service Provider shall, in carrying out this Agreement, comply with all codes, standards, guidance, instructions and legislation in relation to the health and safety.

16. Freedom Of Information

- 16.1. The Service Provider acknowledges that the Council is subject to the requirements of the Environmental Information Regulations and the 2000 Act and agrees to use all reasonable endeavours to assist the Council (at the Service Provider's expense) to comply with the Council's obligations imposed under those provisions.
- 16.2. If the Service Provider receives a Request for Information then it shall notify the Council immediately. Such a notice shall include a copy of the Request for Information. The Service Provider shall not take any other action in connection with the Request for Information without the prior written authority of the Council.
- 16.3. The Service Provider acknowledges that the Council may be obliged under the 2000 Act or the Environmental Information Regulations to disclose Information without consulting the Service Provider.
- 16.4. The Service Provider acknowledges that Confidential Information is indicative only and that the Council may be obliged to disclose Confidential Information pursuant to the Environmental Information Regulations or the 2000 Act.

17. Confidentiality

- 17.1. Subject to clauses 17.3, 17.6 and 17.8 each Party undertakes to the other Party:
- 17.1.1. to treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly;
- 17.1.2. not to disclose any Confidential Information belonging to the other Party without the prior written consent of that Party, except to such persons and to such extent as may be strictly necessary for the performance of the Agreement or except where such disclosure is otherwise expressly permitted by the provisions of this Agreement; and
- 17.1.3. not use any Confidential Information received from the other Party otherwise than for the purpose of or in connection with the Agreement,

without the written authorisation of the other Party.

17.2. Clause 17.1 shall not apply to any disclosure of Confidential Information:

17.2.1. which is generally available to the public otherwise than through the act or default of the relevant Party;

17.2.2. which was in the possession of the receiving Party without restriction as to its disposal, before receiving it from the disclosing Party;

17.2.3. which is required by law, any judicial or administrative process, the rules of any stock exchange or governmental or regulatory authority having the force of law;

17.2.4. by the Council to any third party insofar as this may be necessary for the performance or provision by that party of any services goods or works whatsoever for or to the Council;

17.2.5. by the Council to Tower Hamlets Homes insofar as this is reasonably necessary for the proper discharge of the Council's functions; or

17.2.6. which is to a Party's professional financial and legal advisors.

17.3 The Service Provider acknowledges to the Council that nothing in this clause 17 shall fetter or affect the Council's discretion and or obligations under the Data Protection Act 1998, the 2000 Act or the Environmental Information Regulations.

18. Publicity

18.1 The Service Provider shall not communicate with, or provide information to any representatives of the press, television, radio or other media on any matter concerning or arising out of this Agreement without the prior written approval of the Council. The form or content of such communication is subject to this approval.

19. Data Protection Act

19.1 The Service Provider shall comply with its obligations, whether as data controller, data processor or otherwise under the Data Protection Act 1998 in so far as applicable to the performance of its obligations under this Agreement.

19.2 The Service Provider shall not place the Council in breach of the Council's obligations under the Data Protection Act 1998.

20 Fraud

20.1 The Service Provider shall safeguard against fraud and misapplication of funds in connection with this or any other Agreement with the Council.

20.2 The Service Provider will notify the Council immediately on discovering any instance of suspected fraud or financial irregularity in connection with the performance of this Agreement.

21 Prevention Of Bribery And Corruption

21.1 The Service Provider shall not accept any gifts or consideration of any kind in connection with obtaining or execution of this Agreement with the Council or any other agreement with the Council or showing favour or disfavour to any person in relation to this Agreement or any other agreement with the Council.

21.2 The Service Provider shall ensure it does not commit an offence under the Prevention of Corruption Acts 1989 to 1916.

22 Ethical Governance Protocol

22.1 The Service Provider will perform the Services within the ambit of the Council's Ethical Governance Protocol a copy of which is available on request.

23 Third Party Rights

23.1 Nothing in this Agreement shall entitle any person who is not a party to this Agreement to enforce any rights or obligations under this Agreement in respect of the Contracts (Rights of Third Parties) Act 1999.

24 Equalities and Diversities

24.1 The Service Provider agrees to operate and actively demonstrate in all workforce matters, the provisions of its Equal Opportunities/Equalities Policy and warrants that this policy complies with all statutory obligations as regards discrimination.

24.2 The Service Provider shall comply with anti-discrimination legislation, as introduced from time to time, including without limitation the Equality Act 2010. The Service Provider shall not place the Council in breach of the Equality Duty as defined under the Equality Act 2010.

25 Law And Jurisdiction

25.1 This Agreement shall be subject to the laws of England and Wales and both parties submit to the exclusive jurisdiction of the English courts.

26 Conflict Of Interest

26.1 In undertaking this Agreement, the Service Provider shall at all times act in the best interests of the Council and shall at no time subordinate or otherwise undermine the Council's interests to the advantage of its own interests or those of any third party.

26.2 The Service Provider shall immediately notify the Council in writing upon becoming aware of any actual or potential conflict of interest between the interests of the Council and itself or any other third party and will take all necessary steps to remove or avoid the cause of such conflict of interest to the reasonable satisfaction of the Council.

27 Dispute Resolution

27.1 If any dispute arises between the Parties hereto in connection with or arising out of this Agreement it shall, in the first instance, be referred to the relevant Council's Director and the Service Provider's equivalent for their determination. If the dispute is not resolved within 14 days of such reference, then the parties may agree to attempt to settle the dispute by way of mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure (the "Model Procedure").

27.2 The Service Provider shall continue to perform its obligations in accordance with this Agreement.

27.3 The Council shall continue to make all payments properly due and undisputed to the Service Provider in accordance with this Agreement.

28 Notices

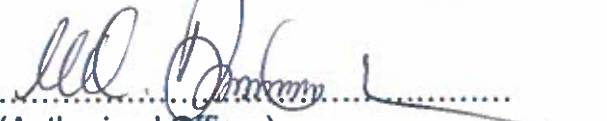
28.1 No formal notice or other communication from one party to the other shall have any validity under the Agreement unless made in writing by or on behalf of the party concerned.


29 Variations To These Terms

29.1 The terms and conditions of this Agreement may only be varied by mutual agreement between the parties in writing.

The Parties to this Agreement have executed this Agreement on the date shown on the front cover.

SIGNED as a Deed by THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER HAMLETS under the hands of


.....
(Authorised Officer)


.....
(Authorised Officer)

12/6/15

SIGNED as a Deed by ELT Baptist Church under the hands of

Chair and secretary (change name if required)


.....
(Chair) (Trustee)

ADRIAN REYNOLDS


.....
(Secretary)

ANDY MASSOP

Youth & Community Worker

SCHEDULE 1

Key Performance Indicators

Schedule 1

ELT will deliver the following (The activities and timings may change with the consent of both the parties):

- ELT to operate mixed session for 13 to 19 years older up to 25 for SEN on:
Monday (6:30-9.00 PM), in ELT Baptist Church Basement.
Wednesday (4:30-7:30 PM). Session will be delivered by ELT in partnership with East End Homes on the Bede Estate.
Friday (6:00-9:00 PM). The Friday session to be run by LBTH, but with ELT will supply one youth worker.
- ELT will need to provide Unit Plan and be part of the Youth Services Peer Inspection System of LBTH.
- Total value of the contract will be £6000 and £500 for utilities per quarter and £832 to cover cost of supplying the third worker for the Friday session. Total £8832.
- Targets as follows (these targets only for Universal youth service delivery as stated above):

Year	Contacts	Participants	Recorded Outcome	Certified Outcome
2015-16	83	50	30	10



**Communities, Localities and Culture
Safer Communities
Youth and Community Services**

Mr Andy Mossop
East London Tabernacle Baptist Church
1 Burdett Road
London E3 4TU

Fazlur Rahman
Tower Hamlets Town Hall
5th Floor
Mulberry Place
5 Clove Crescent
London E14 2BG

Tel 020 7364 7297

E-mail fazlur.rahman@towerhamlets.gov.uk
www.towerhamlets.gov.uk

12th August 2015

Dear Andy

Re: End of Service Level Agreement

Thank you very much for delivering Sessions for the Young People in your club according to the existing SLA between ELT and LBTH. The SLA is scheduled to come to an end on 30th September 2015.

I regret to inform you that unfortunately LBTH are unable to renew their Service Level Agreement with East London Tabernacle at this time.

Service level agreements will go through the procurement process and will be advertised. You will have the opportunity to apply again.

If you have any queries in relation to the matter, please do not hesitate to contact me via phone or email.

Yours sincerely

Fazlur Rahman
Youth Service Manager – EAST
LAPs 5-8

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1st October 2015

BETWEEN

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF
TOWER HAMLETS**

and

East London Tabernacle (ELT)

**AN AGREEMENT RELATING TO THE PROVISION OF GENERIC YOUTH
SERVICES LAP 6**

This Agreement is made on 1st day of October 2015

BETWEEN

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER HAMLETS** whose registered office is situated at Town Hall, Mulberry Place, 5 Clove Crescent, London E14 2BG (called in this Agreement “**the Council**”)

and

(2) ELT Baptist Church, Burdett Road, Mile End London E3 4TU (called in this Agreement “**the Service Provider**”) and reference to the “Parties” shall mean both the Council and the Service Provider and reference to “the Party” shall mean either the Council or the Service Provider as the context allows.

WHEREAS

- (A) The Council is appointing the Service Provider to provide generic youth related services in respect of young people in Tower Hamlets and the Service Provider is agreeing to deliver such services to the Council always in accordance with the terms of this Agreement
- (B) By entering into this Agreement the Parties are agreeing to be bound by the terms of the Agreement in respect of the services referred to in paragraph A

NOW IT IS HEREBY AGREED as follows:

1. Definitions

- 1.1. In this Agreement the following capitalised words shall have the relevant meanings ascribed to them as detailed below (unless the context suggests otherwise):
- 1.1.1. “**2000 Act**” means the Freedom of Information Act 2000 and any subordinate legislation made thereunder from time to time together with any guidance and codes of practice issued by the Information Commissioner in relation thereto;
- 1.1.2. “**Confidential Information**” means Information, data and material of any nature which either Party may receive or obtain in connection with the Agreement and:
- 1.1.2.1. which comprises Personal Data or Sensitive Personal Data (as both terms are defined in the Data Protection Act 1998); or

- 1.1.2.2. the disclosure of which would or would be likely to prejudice the commercial interests of either Party or any other person and the public interest in maintaining non disclosure would outweigh the public interest in disclosure; or
- 1.1.2.3. the disclosure of which by the Employer would constitute a breach of confidence actionable by the Service Provider or a third Party;
- 1.1.3. **“Charges”** means the sum of Ten thousand pounds in the six months of this Agreement;
- 1.1.4. **“Commencement Date”** means the date on which this Agreement is deemed to be in force and of effect between the Parties being the 1st October 2015;
- 1.1.5. **“Common Law”** means the general law of England and Wales as set down by Statute and the Courts of competent jurisdiction;
- 1.1.6. **“Contract Period”** means the period during which this Agreement is of effect between the Parties as described in clause 2.1
- 1.1.7. **“Deliverable”** means any product tangible or intangible resulting from the performance of the Services;
- 1.1.8. **“Environmental Information Regulations”** means the Environmental Information Regulations 2004;
- 1.1.9. **“Information”** means information as defined in section 84 of the 2000 Act;
- 1.1.10. **“Intellectual Property Rights”** means any patent, patent application, know how, trade mark or name, service mark, design right, registered design, copyright, moral right, rights in commercial or technical information or any other intellectual property rights, whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect anywhere in the world;
- 1.1.11. **“London Living Wage”** means an hourly rate of pay updated annually and calculated by the Greater London Authority (or its replacement as the case may be);
- 1.1.12. **“Premises”** means the place stated in the Service Provider’s Response at which the Services will be delivered

- 1.1.13. **“Request For Information”** has the meaning set out in section 8 of the 2000 Act or any apparent request for Information under the 2000 Act or the Environmental Information Regulations;
- 1.1.14. **“Service Provider”** means the party referred to as such in the recitals and includes any officers, employees, agents or subcontractors of the Service Provider.
- 1.1.15. **“Service Provider’s Response”** means the document submitted by the Service Provider in response to presentation by the Council of the Specification and attached at Schedule 2;
- 1.1.16. **“Services”** means such services in order to meet the requirements stated in the Specification; and
- 1.1.17. **“Specification”** means the document detailing the Council’s requirements for the whole of the types of Services offered under this Agreement and attached to this Agreement at Schedule 1.

2. Contract Period

- 2.1. This Agreement shall commence on the Commencement Date and shall continue for a period of 6 Months from 1st October 2015 until 31st March 2016 unless terminated earlier in accordance with the provisions of this Agreement or by operation of the Common Law.

3. Provision And Standard Of Services

- 3.1. Throughout the Contract Period the Service Provider shall perform the Services in accordance with the Specification always in the manner stated in the Service Provider’s Response.
- 3.2. In the event of a conflict between the Specification and the Service Provider’s Response the relevant provision in the Specification shall be deemed to prevail.
- 3.3. Throughout the Contract Period the Service Provider shall provide the Services utilising all due skill care and attention of a reasonable contractor in the same profession or business as the Service Provider.
- 3.4. The Service Provider is fully responsible for the performance of the Services and for ensuring compliance with the requirements of this Agreement

4. Service Provider's Personnel

- 4.1. The Service Provider shall only use staff that are competent and have an appropriate level of skill knowledge and qualifications to provide the Services.
- 4.2. The Council may, without liability, require the Service Provider to withdraw and replace any member of the Service Provider's staff who are engaged in performing the Services provided that:
 - 4.2.1. the Council provide written reasons for so requiring;
and
 - 4.2.2. the Council does not operate this right vexatiously or in any other way to frustrate the purpose of this Agreement.
- 4.3. The Service Provider shall pay the staff engaged in the provision of Services and ordinarily resident in London at least the London Living Wage and the Service Provider warrants that the Charges payable under this Agreement incorporate this requirement. The Service Provider shall ensure this requirement is included in any subcontracting arrangements it enters to deliver the Services.
- 4.4. Nothing in this Agreement shall cause any member of the Service Provider's staff to become an employee of the Council.
- 4.5. Neither the Service Provider nor its staff shall hold themselves out as being the employee or agent of the Council.

5. Safeguarding

- 5.1. The Council is committed to the protection of children and vulnerable adults. If the Service Provider provides services to persons under 18 or to vulnerable adults and employs staff or volunteers in a position whose duties include caring for, training, supervising or being responsible in some way for children or vulnerable adults or who have access to records or information about any of these types of individuals, the Service Provider must ensure that all such staff and volunteers receive an Enhanced Check For Regulated Activity for the purposes of the Protection of Freedoms Act 2012 (Disclosure and Barring Service Transfer of Functions) Order 2012 before such staff and volunteers commence relevant activities in connection with this Agreement.
- 5.2. The Service Provider shall (promptly on the Council's request from time to time) issue the Council with a certificate certifying

the Service Provider's proper compliance with clause 5.1 in relation to all relevant staff and volunteers engaged in relevant activities at the time. Such certificate shall be in a form approved by the Council from time to time (acting reasonably).

- 5.3. The Service Provider must make available to the Council's representative for inspection (with all relevant consents in place for the purposes of the Data Protection Act) all relevant records to evidence its compliance with clause 5.1.
- 5.4. The Service Provider must ensure that the checks referred to in clause 5.1 are updated for all relevant staff and volunteers within three years of the most recent disclosure
- 5.5. The Service Provider must not allow those of its staff or volunteers whose checks referred to in clause 5.1 reveal serious and adverse matters to have unsupervised access to children under 18 years and/or vulnerable adults, and/or access to records relevant to such children and/or vulnerable adults. If an individual is recorded on any of the lists included in the check referred to in clause 5.1 then they are deemed unsuitable to work with these groups or to have access to records relevant to them
- 5.6. The Service Provider shall promptly remove relevant staff or volunteers from relevant duties in connection with this Agreement if requested in writing by the Council with reasonable grounds to do so.
- 5.7. The Service Provider must check with the Disclosure and Barring Service when recruiting new staff, to ensure that the person is eligible to work with children and young people.

6. Performance Review

- 6.1. At regular intervals throughout the Contract Period (and in the absence of any other express requirement of the Council at least at 3 monthly intervals) the Council and the Service Provider shall meet to discuss and review the performance of this Agreement to date.
- 6.2. In any event members of the Council's staff may visit the Premises at least twice but not more than four times in any weekly period for the purposes of monitoring the provision of the Services
- 6.3. The Contractor must notify the Council in writing within ten (10) working days if it is subject to any non-routine inquiry from a relevant regulatory body into its working practices and/or its

affairs generally, or the loss (or seriously threatened loss) of any permit, registration, licence or the like which it is required to have in place by law to provide the Services.

7. Premises

- 7.1. The Service Provider is responsible for the sourcing and maintaining the availability of the Premises throughout the Contract Period.
- 7.2. The Service Provider is responsible for maintaining adequate health and safety procedures at the Premises
- 7.3. The Council is not responsible for any damage caused at the premises except for any damage caused by the Council's employees agents and or subcontractors

8. Intellectual Property Rights

- 8.1. All Intellectual Property Rights existing prior to the commencement of this Agreement shall remain the property of the respective party who owned the Intellectual Property Rights prior to the commencement of the Agreement.
- 8.2. All Intellectual Property Rights in any and all Deliverables and any other material provided to the Council in performance of this Agreement shall vest in the Council.
- 8.3. The Service Provider shall provide a copy of all Deliverables and material referred to in clause 8.2 to the Council at the end of the Contract Period.
- 8.4. The Service Provider grants to (or will procure for) the Council a perpetual, irrevocable, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt, modify, perform, distribute, communicate and exploit any Intellectual Property Rights referred to in clause 8.1, in conjunction with any Intellectual Property Rights in the Deliverables and material, for any purpose.
- 8.5. The Council hereby grants to the Service Provider a non-exclusive royalty free licence to use the Intellectual Property Rights referred to in clause 8.2 only for the purposes of performing this Agreement and such licence shall terminate immediately upon the expiry or termination of this Agreement howsoever caused.
- 8.6. The Service Provider waives and shall ensure that any author of any of the Deliverables or material provided as part of the performance of this Agreement waives any and all moral rights subsisting in any such Deliverables or material.

9. Use Of the Council or Council Owned Facilities

- 9.1. Where the Service Provider is required to enter onto premises owned by the Council the Service Provider shall abide by all reasonable instructions of the person or persons in charge of such premises.
- 9.2. Where the Premises are owned by the Council the Service Provider shall enter into a lease or such other agreement as the Council may specify relating to the occupation of the Premises

10. Charges And Payment

- 10.1. Throughout each year of the Contract Period the Council shall pay to the Service Provider one quarter part of the Charges every three months during which the Services have been provided and subject always to the Service Provider's compliance with this Agreement. The first payment shall fall due on the day three months after the Commencement Date
- 10.2. If requested by the Council the Service Provider shall provide to the Council an invoice in respect of each payment referred to in clause 10.1
- 10.3. Each invoice as referred to in clause 10.1 shall include (but not exclusively):
 - 10.3.1. the Council specific identifying contract reference;
 - 10.3.2. the period to which the invoice relates;
 - 10.3.3. the amount payable under the Agreement;
 - 10.3.4. details of the provided Services to which the invoice relates;
 - 10.3.5. details of a contact within the Service Provider's organisation to which queries relating to the invoice may be directed; and
 - 10.3.6. any sum due in respect of Value Added Tax detailed as a separate entry.
- 10.4. The Council shall pay any sum within 30 days of the date on which the Agreement states it falls due.
- 10.5. Without limiting any other rights of the Council under this Agreement, the Council may withhold or require the Service Provider to repay an amount (in whole or part) where the Services have not been delivered in accordance with the Specification. In the event of a dispute relating to the amount

owing under any presented invoice the Council shall pay such part of the invoice as is not in dispute.

- 10.6. Where a debt falls due under this Agreement to which the Late Payments Of Commercial Debts (Interest) Act 1998 applies the relevant rate shall be deemed to be 3% above base rate of the Co-Operative Bank PLC per annum and calculated on a daily basis, which the parties hereto agree shall be a substantial remedy to deter late payment.

11. Termination

- 11.1. The Council may terminate this Agreement in any event by giving three months written notice to the Service Provider.
- 11.2. The Council may otherwise terminate this Agreement forthwith by giving written notice to the Service Provider in the event that the Service Provider fails to satisfy any of its obligations under this Agreement.

12. Indemnity

- 12.1. The Service Provider indemnifies and keeps indemnified the Council from and against any and all loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Council arising out of or in the course of or caused by the provision of the Services except to the extent that the same are due to any act or neglect of the Council or any person for whom the Council is responsible.

13. Insurance

- 13.1. Throughout the Contract Period and for 6 years afterwards the Service Provider shall take out and maintain with a reputable insurance company on generally available commercially acceptable terms the types and with the amounts of cover that a prudent operator in the Service Provider's industry would consider normal and adequate including when performing agreements of this kind.

14. Transfer and Sub-Contracting

- 14.1. The Service Provider shall not assign or sub-contract or novate the whole or any part of this Agreement without the prior written consent of the Council.

15. Health And Safety

- 15.1. The Service Provider shall, in carrying out this Agreement, comply with all codes, standards, guidance, instructions and legislation in relation to the health and safety.

16. Freedom Of Information

- 16.1. The Service Provider acknowledges that the Council is subject to the requirements of the Environmental Information Regulations and the 2000 Act and agrees to use all reasonable endeavours to assist the Council (at the Service Provider's expense) to comply with the Council's obligations imposed under those provisions.
- 16.2. If the Service Provider receives a Request for Information then it shall notify the Council immediately. Such a notice shall include a copy of the Request for Information. The Service Provider shall not take any other action in connection with the Request for Information without the prior written authority of the Council.
- 16.3. The Service Provider acknowledges that the Council may be obliged under the 2000 Act or the Environmental Information Regulations to disclose Information without consulting the Service Provider.
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 - 17.1.1. to treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly;
 - 17.1.2. not to disclose any Confidential Information belonging to the other Party without the prior written consent of that Party, except to such persons and to such extent as may be strictly necessary for the performance of the Agreement or except where such disclosure is otherwise expressly permitted by the provisions of this Agreement; and
 - 17.1.3. not use any Confidential Information received from the other Party otherwise than for the purpose of or in connection with the Agreement,without the written authorisation of the other Party.
- 17.2. Clause 17.1 shall not apply to any disclosure of Confidential Information:

- 17.2.1. which is generally available to the public otherwise than through the act or default of the relevant Party;
- 17.2.2. which was in the possession of the receiving Party without restriction as to its disposal, before receiving it from the disclosing Party;
- 17.2.3. which is required by law, any judicial or administrative process, the rules of any stock exchange or governmental or regulatory authority having the force of law;
- 17.2.4. by the Council to any third party insofar as this may be necessary for the performance or provision by that party of any services goods or works whatsoever for or to the Council;
- 17.2.5. by the Council to Tower Hamlets Homes insofar as this is reasonably necessary for the proper discharge of the Council's functions; or
- 17.2.6. which is to a Party's professional financial and legal advisors.

19.3. The Service Provider acknowledges to the Council that nothing in this clause 17 shall fetter or affect the Council's discretion and or obligations under the Data Protection Act 1998, the 2000 Act or the Environmental Information Regulations.

20. Publicity

20.3. The Service Provider shall not communicate with, or provide information to any representatives of the press, television, radio or other media on any matter concerning or arising out of this Agreement without the prior written approval of the Council. The form or content of such communication is subject to this approval.

21. Data Protection Act

21.3. The Service Provider shall comply with its obligations, whether as data controller, data processor or otherwise under the Data Protection Act 1998 in so far as applicable to the performance of its obligations under this Agreement.

21.4. The Service Provider shall not place the Council in breach of the Council's obligations under the Data Protection Act 1998.

22. Fraud

22.3. The Service Provider shall safeguard against fraud and misapplication of funds in connection with this or any other Agreement with the Council.

22.4. The Service Provider will notify the Council immediately on discovering any instance of suspected fraud or financial irregularity in connection with the performance of this Agreement.

23. Prevention Of Bribery And Corruption

23.3. The Service Provider shall not accept any gifts or consideration of any kind in connection with obtaining or execution of this Agreement with the Council or any other agreement with the Council or showing favour or disfavour to any person in relation to this Agreement or any other agreement with the Council.

23.4. The Service Provider shall ensure it does not commit an offence under the Prevention of Corruption Acts 1989 to 1916.

24. Ethical Governance Protocol

24.3. The Service Provider will perform the Services within the ambit of the Council's Ethical Governance Protocol a copy of which is available on request.

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25.3. Nothing in this Agreement shall entitle any person who is not a party to this Agreement to enforce any rights or obligations under this Agreement in respect of the Contracts (Rights of Third Parties) Act 1999.

26. Equalities and Diversities

26.3. The Service Provider agrees to operate and actively demonstrate in all workforce matters, the provisions of its Equal Opportunities/Equalities Policy and warrants that this policy complies with all statutory obligations as regards discrimination.

26.4. The Service Provider shall comply with anti-discrimination legislation, as introduced from time to time, including without limitation the Equality Act 2010. The Service Provider shall not place the Council in breach of the Equality Duty as defined under the Equality Act 2010.

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27.3. This Agreement shall be subject to the laws of England and Wales and both parties submit to the exclusive jurisdiction of the English courts.

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28.3. In undertaking this Agreement, the Service Provider shall at all times act in the best interests of the Council and shall at no time subordinate or otherwise undermine the Council's interests to the advantage of its own interests or those of any third party.

28.4. The Service Provider shall immediately notify the Council in writing upon becoming aware of any actual or potential conflict of interest between the interests of the Council and itself or any other third party and will take all necessary steps to remove or avoid the cause of such conflict of interest to the reasonable satisfaction of the Council.

29. Dispute Resolution

29.3. If any dispute arises between the Parties hereto in connection with or arising out of this Agreement it shall, in the first instance, be referred to the relevant Council's Director and the Service Provider's equivalent for their determination. If the dispute is not resolved within 14 days of such reference, then the parties may agree to attempt to settle the dispute by way of mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure (the "Model Procedure").

29.4. The Service Provider shall continue to perform its obligations in accordance with this Agreement.

29.5. The Council shall continue to make all payments properly due and undisputed to the Service Provider in accordance with this Agreement.

30. Notices

30.3. No formal notice or other communication from one party to the other shall have any validity under the Agreement unless made in writing by or on behalf of the party concerned.

31. Variations To These Terms

31.3. The terms and conditions of this Agreement may only be varied by mutual agreement between the parties in writing.

The Parties to this Agreement have executed this Agreement on the date shown on the front cover.

SIGNED as a Deed by **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER HAMLETS** under the hands of

.....
(Authorised Officer)

Name:.....

Designation.....

Date:.....

.....
(Authorised Officer)

Name:.....

Designation.....

Date:.....

SIGNED as a Deed by **East London Tabernacle (ELT)** under the hands of

..... and(insert name of company director & secretary)

.....
(Director)

.....
(Company Secretary)

SCHEDULE 1

Key Performance Indicators

ELT – LAP 6

East London Tabernacle is in the Mile End Ward This is a centre based at the basement of the Church building. ELT also provides youth activities on Wednesday from the Bede Estate.

Venue: ELT Baptist Church
Burdett Road, Mile End
London E3 4TU

Day/Times Monday (6:30-9.00 PM)
Wednesday (4:30-7:30 PM). Session will be delivered by ELT in partnership with East End Homes on the Bede Estate
Friday (6:00-9:00 PM). The Friday session run by LBTH and ELT supply one youth worker.

Total value of the contract for 6 months is **£8,832** (include salary, premises and utility cost)

6 months	Contacts	Participants 60% of contact	Recorded Outcome 60% of Participant	Certified Outcome 30% of Participant
1st October 2015 until 31 st March 2016	83	50	30	15

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EQUALITY ANALYSIS QUALITY ASSURANCE CHECKLIST

Name of 'proposal' and how has it been implemented (proposal can be a policy, service, function, strategy, project, procedure, restructure/savings proposal)	Youth Provision – East London Tabernacle (ELT)
Directorate / Service	CLC / Safer Communities
Lead Officer	Hasan Faruq
Signed Off By (inc date)	
Summary – to be completed at the end of completing the QA (using Appendix A) (Please provide a summary of the findings of the Quality Assurance checklist. What has happened as a result of the QA? For example, based on the QA a Full EA will be undertaken or, based on the QA a Full EA will not be undertaken as due regard to the nine protected groups is embedded in the proposal and the proposal has low relevance to equalities)	<div style="display: flex; align-items: center; margin-bottom: 10px;"> <div style="width: 20px; height: 20px; background-color: #00b050; margin-right: 10px;"></div> <div>Proceed with implementation</div> </div> <p>As a result of performing the QA checklist, the function does not appear to have any adverse effects on people who share <i>Protected Characteristics</i> and no further actions are recommended at this stage.</p>

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Stage	Checklist Area / Question	Yes / No / Unsure	Comment (If the answer is no/unsure, please ask the question to the SPP Service Manager or nominated equality lead to clarify)
1	Overview of Proposal		
a	Are the outcomes of the proposals clear?	Yes	The Commissioners are recommended to authorise a 6 month Service Level Agreement (SLA) with East London Tabernacle (ELT) from 1 st October 2015 to 31st March 2016

			to deliver the activities outlined in the SLA in Appendix 1 and for the sum of £8,832 to be paid from the Youth Service Core budget for the provision of those activities.
b	Is it clear who will be or is likely to be affected by what is being proposed (inc service users and staff)? Is there information about the equality profile of those affected?	Yes	ELT attracts young people from all backgrounds with 22% of the users being White British. 22% of users are Black (Somali) young people both being a target for the service. 58% of users are from Asian background and 4% declared having disability.
2	Monitoring / Collecting Evidence / Data and Consultation		
a	Is there reliable qualitative and quantitative data to support claims made about impacts?	Yes	As above, ELT collects service users' ethnicity data in different user categories.
	Is there sufficient evidence of local/regional/national research that can inform the analysis?	Yes	See above.
b	Has a reasonable attempt been made to ensure relevant knowledge and expertise (people, teams and partners) have been involved in the analysis?	Yes	ELT collects service users' ethnicity data in different user categories.
c	Is there clear evidence of consultation with stakeholders and users from groups affected by the proposal?	Yes	The service consulted ELT and agreed the Service Level Agreement for 2015-16 (Appendix 1).
3	Assessing Impact and Analysis		
a	Are there clear links between the sources of evidence (information, data etc) and the interpretation of impact amongst the nine protected characteristics?	Yes	The proposed SLA targets young people.
b	Is there a clear understanding of the way in which proposals applied in the same way can have unequal impact on different groups?	Yes	ELT also acts as a pathway to training and employment for young people.
4	Mitigation and Improvement Action Plan		
a	Is there an agreed action plan?	Yes	The SLA is attached (Appendix 1).
b	Have alternative options been explored	Yes	No SLA with the ELT has been considered.
5	Quality Assurance and Monitoring		
a	Are there arrangements in place to review or audit the implementation of the proposal?	Yes	The implementation of the SLA by ELT will be monitored and reviewed.

b	Is it clear how the progress will be monitored to track impact across the protected characteristics??	Yes	Monitoring will be undertaken on a monthly basis. ELT will submit an end of year report to the service, which will include the users' equalities data.
6 Reporting Outcomes and Action Plan			
a	Does the executive summary contain sufficient information on the key findings arising from the assessment?	Yes	

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