

**SERVICE LEVEL AGREEMENT
BETWEEN THE FRIENDS OF TOWER HAMLETS CEMETERY PARK AND
THE LONDON BOROUGH OF TOWER HAMLETS**

1. General Information

- 1.1 This Agreement is made between London Borough of Tower Hamlets, Mulberry Place, 5 Clove Crescent, London E14 2BG and the Friends of Tower Hamlets Cemetery Park, The Soanes Centre, Tower Hamlets Cemetery Park, Southern Grove London E3 4PX.
- 1.2 This agreement defines the arrangements between The London Borough of Tower Hamlets (hereinafter referred to as the Council) and The Friends of Tower Hamlets Cemetery Park (hereinafter referred to as the Friends), to pursue the group's objects, and specifically to undertake agreed works within the boundaries of the Cemetery Park, Scrapyard Meadows and Ackroyd Drive Green Link which together comprise the Local Nature Reserve (LNR).
- 1.3 Under this agreement, the Friends (through the Chair & Trustees) will undertake to carry out works to the satisfaction of the Council (through their designated representative, the Head of Arts, Parks and Events). The said works will be set out in the management plan and associated work plan with clearly defined outputs, which should be reviewed annually. The management plan, work plan and any subsequent revisions will form part of this agreement. The performance and completion of the works will be subject to a joint monitoring procedure between the Council and the Friends.
- 1.4 Payments, as provided for in this agreement, will be made to the Friends on a quarterly basis, in arrears, and only on submission of a quarterly invoice. Payment will be subject to the continued and satisfactory provision of the services covered by this agreement. The agreed annual sum of £31,900 will form part of this agreement.

2. Authorised representatives

Lead Officers for the agreement shall be:

For the Council:-

Head of Arts Parks & Events

Address: London Borough of Tower Hamlets
Arts Parks and Events
Brady Centre
192-196 Hanbury Street
London, E1 5HU

Telephone: 0207 364 7910

Email: Stephen.murray@towerhamlets.gov.uk

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For the Friends:-

The current Chair of the Friends of Tower Hamlets Cemetery Park

Address : (c/o)The Soanes Centre
Tower Hamlets Cemetery Park
Cemetery Park
Southern Grove
E3 4PX

Telephone: 0208 983 1277

Email: contact@fothcp.org

3. Purpose and period of the Agreement

3.1 The purpose of this agreement is:

- To maintain the park lands to an acceptable standard with regard to grounds maintenance, free of litter, controlling weeds and maintaining pathways. (more detailed schedule below)
- To support, promote and facilitate community involvement/business volunteers in the management and development of the Park.
- To provide and improve habitats to support a diverse flora and fauna in line with the Council's Biodiversity objectives and to safeguard the site's status as a Local Nature Reserve and Site of Metropolitan Importance for Nature Conservation.
- To provide an annual management plan incorporating an agreed work plan.
- To work in partnership with the Council to achieve Green Flag Community Award for Tower Hamlets Cemetery Park.
- To provide an educational resource for the use of schools, Friends, volunteers, and the wider community.

3.2 The agreement will be for a rolling three year period to run concurrent with the Council's Financial Year, commencing 1st April 2018 and concluding on the 31st March 2021. At the conclusion of the three year period the agreement can be renewed subject to the agreement of the Friends of the Tower Hamlets Cemetery Park and the Local Authority. Renewal will be through mutual agreement, but will be dependent upon the Friends' fulfilment of their service commitments and compliance with the terms of the agreement.

4. Service Specification

Specification for maintenance by the Friends

- 4.1 The Memorandum and Articles of Association of the Friends is considered pertinent to this agreement, and the Objects set out therein will form the guiding principles for the services provided under this agreement.
- 4.2. The Friends will produce a management plan for the LNR, identifying the service targets and objectives for the year to come. The plan must indicate measurable outputs, and will be subject to agreement with the Council. The plan should include, but is not restricted to, the following activities:

Litter and dog mess Clearing.

- Keep all open areas, paths, path edges and woodland areas clear of litter and dog mess
- Empty and maintain bins
- Operate a plan for recycling

Trees/hedges/shrubs

- Inspection of trees close to pathways and open areas twice a year (Feb and Aug) and report any issues to LBTH tree officer.
- Maintain hedges and shrubs so as to provide good views, a tidy site with good range of habitats for birds and other wildlife

Pathways

- Maintain and repair as required public paths. Resurface as required (recycled sand / crushed concrete etc)
- Manage path side vegetation

Promoting biodiversity

- Clear any invasive plants
- Plant bulbs and wild flowers
- Work with the Council's biodiversity officer to produce annual plans
- Maintenance and development of grassland, woodland, and aquatic habitats

Signage

- Maintain signage, cleaning and repairing as required
- Clean graffiti off signage and other structures
- Ensure it is clear to the public where they can and can't go

Benches/fences/gateways

- Maintain all benches in reasonable and safe condition and repair if needed

- Maintain fences alongside walking areas and routes through the park and repair if needed
 - Maintain gateways into the park to a safe and usable standard and repair if needed, with the exception of the main gate on Southern Grove. This gate should be monitored by FoTHCP and any issues or required repairs to be referred to the Tower Hamlets Parks Department for action.
- 4.3 The Friends will employ (in a paid or voluntary capacity) appropriately skilled specialists, managers, supervisors and staff to co-ordinate and implement the actions identified in the management plan.

Records

- 4.4 The Friends will maintain and provide audited accounts as required by the Council, normally on an annual basis. Such accounts must clearly record and identify how any funds provided by the Council have been utilised in the provision of the services.
- 4.5 The Friends will maintain records of membership and participants in training and activities, including details of area of residence, age, sex and ethnicity, and will provide the Council with any reports that may be required from time to time in this regard.

Application of funds

- 4.6 Funding provided by the Council through this agreement must be utilised within the bounds of, and for the maintenance and improvement of the LNR and the services provided therein. Any variation of this requirement must be agreed by the Council, in advance, and specified as part of the agreed management plan.

Target group and equal opportunities

- 4.7 The services will primarily (though not exclusively) be provided for the general population of London Borough of Tower Hamlets, including schools, local residents, the Business Community and other members of the public.
- 4.8 The Friends must maintain a policy of equality of opportunity for its officers, friends, employees and participants. When planning maintenance and development activities the group must take full account of the access needs of participants, current and potential users. In circumstances where the activities of the Friends are likely to cause either temporary or longer term restrictions to access, such activities must be brought to the attention of the Council and will be subject to formal agreement before implementation.

Facilities and operating hours

- 4.9 The main gate and vehicle access of the Cemetery Park is currently locked, and is normally open between the hours of 8.00 am to dusk, all year round. This arrangement is subject to review by the Council. The Friends and the council can

initiate changes to these arrangements following, discussing and agreed between both parties.

- 4.10 The Friends may carry out meetings and activities relevant to the delivery of the agreed services, at any appropriate time of the day or night, including within the designated closure times, and will be provided with keys to facilitate access. The Friends must take all due care to prevent nuisance to local residents and be considerate of local needs when accessing, maintaining and leaving the site.
- 4.11 It is noted that the Friends use the Soanes Centre for management and staff meetings and storage. This agreement does not currently extend to the Friend's use of the Soanes Centre, which is subject to independent arrangements between the Friends and the current leaseholder to the Council. Funds provided through this agreement must not be used in respect to payment for accommodation without prior consent of the Council's representative.

5. Responsibilities of the Friends

- 5.1 To implement the agreed Work Plan effectively and efficiently.
- 5.2 To ensure that suitable staff are recruited and trained.
- 5.3 To satisfy quality and performance standards agreed under this Agreement.
- 5.4 To provide agreed monitoring and financial information as required by the Lead Officer or nominated representative.
- 5.5 To provide agreed information where reasonable and practicable and within mutually agreed timescales, including quarterly reports, statistical information and up-dates on agreed targets. All park furniture assets to be recorded detailing number of litter bins, benches, signs, lamp columns etc.
- 5.6 To advise the Council's nominated representative, of any difficulties which the Friends may be experiencing, in undertaking the required work as outlined within the agreement. The Council must be informed as soon as possible, in order that appropriate action can be undertaken.
- 5.7 To seek approval prior to any changes to the work plan.
- 5.8 To comply with all statutory and other provisions to be observed and performed in connection with the Services.
- 5.9 To maintain appropriate insurances, including a minimum of £5million in public and employer's liability, and to indemnify the Council against any claim or litigation arising as a consequence of the actions or negligence of the Friends in relation to their undertakings within the LNR.
- 5.10 All work to be carried out within a framework agreed with the London Borough of Tower Hamlets. Where sub-contractors are used for the delivery of the service,

they must conform to the terms of this agreement and observe all relevant legislation and industry codes of practice. The Friends must carry out and maintain records of Risk Assessments for all activities that are undertaken under the terms of this agreement.

- 5.11 Both parties agree to work proactively to adopt and strengthen the partnership approach between the London Borough of Tower Hamlets and the Friends of the Cemetery Park, to achieve the partnership objectives of improved public participation and enjoyment, and to enhance biodiversity, through sensitive management regimes.
- 5.12 The Friends must maintain and produce as required, an inventory of any plant or equipment, or stock materials purchased under the agreement.
- 5.13 The Friends will permit and facilitate access by the Council's nominated officer (s) to all parts of the site as required to ensure tasks outlined within this SLA are being honoured.
- 5.14 To ensure necessary policies and procedures are in place, in particular safeguarding, and health and safety for staff, volunteers and the public.
- 5.15 To ensure an application process (passed by the Council) is in place for community use and that permission from the Council is sought for private and commercial hire. (currently via the Arts and Events service who will inspect plans before approving)

6. Responsibilities of the Council

- 6.1 The Council's designated officer, or their agreed representative will liaise with the designated lead officer of the Friends of Tower Hamlets Cemetery Park, to develop the partnership approach, and for the purpose of monitoring the level and quality of service provided under the terms of the Agreement.
- 6.2 The Council will meet with the Friends At least six months prior to the end of this agreement in order to agree arrangements for the following three year period. The Council will pay the agreed level of funding to the Friends in accordance with section 1.4 of this agreement.
- 6.3 The Council retains overall responsibilities as freeholder of the Cemetery Park and will maintain a minimum of £5million public liability insurance for the site.
- 6.4 The Council will advise the Friends in advance of any events, activities or maintenance operations planned for the Park

7. Funding

- 7.1 Funding is for the period as set out in section 3.2 of this agreement. Funds may be used to purchase any equipment, materials, labour and other facilities necessary to deliver the service (unless specifically excluded by this agreement).

- 7.2 In the event of the Friends not spending the full annual allocation by the end of a financial year or in the event of an anticipated under-spend, the Friends must notify the Lead Officer or nominated representative from the London Borough of Tower Hamlets, without delay.
- 7.3 Payment for each quarter will be made in arrears, on submission of an invoice for each quarter accompanied by the required service and financial monitoring information. Payments may be delayed, suspended or cancelled if satisfactory monitoring information is not received as requested.
- 7.4 The Friends will use the agreed funding wholly and exclusively for the purposes set out in the Agreement unless previously agreed and confirmed in writing with the London Borough of Tower Hamlets.
- 7.5 Where the Friends reduces the level of service it provides below the level of service that it undertook to provide at the time any payment was agreed, this will result in a reduced payment the following quarter.
- 7.6 The London Borough of Tower Hamlets reserves the right to suspend funding in the event of any of the following:
- Failure to attain the agreed level of activity of service
 - A cessation of service
 - Failure to provide agreed monitoring and financial information
 - Failure to observe relevant legislative requirement, or persistent failure to operate good practice in delivery of the services.
 - Any other failure to fulfil the terms of this Agreement
- 7.7 The Council has the right to retrieve any funds paid under this agreement which are not used by the Friends for the purpose specified in the Agreement, including in the event that the service is terminated.
- 7.8 The Friends will acknowledge receipt of funding for this service by the Council in any publicity circulated in relation to this service. A form of words for this purpose will be agreed between the Friends and the Council's representative.

8. Staffing

- 8.1 The Friends shall deploy staff and/or volunteers that are appropriately qualified, skilled and experienced and it shall ensure that all staff are properly instructed and supervised in the provision of the service.

- 8.2 All staff and volunteers working in the Service must receive appropriate induction and on-going training to enable them to carry out their duties in a safe manner.
- 8.3 The Friends will adopt appropriate and legal employment policies including Terms and Conditions of Employment, Disciplinary and Grievance, Health & Safety, Equal Opportunities, Recruitment and Retention and any other appropriate policies necessary.
- 8.4 The Friends will maintain and operate good employment practice ensuring full Job Descriptions and Contracts of Employment are issued to all members of staff.
- 8.5 It is the responsibility of the Friends to take appropriate measures to protect the public when recruiting staff and volunteers. All employees must be appropriately vetted by the Friends and hold accredited qualifications where appropriate. References and Disclosure Barring Service (DBS) checks must be taken up for all permanent employees and for any person engaged or instructed to work unsupervised with young people (under 16) and children, whether in a paid or voluntary capacity. It is the responsibility of the Friends to judge the suitability of applicants on the basis of such procedures.

9. General procedures

Quality System

- 9.1 The FoTHCP Chair and the Council representative will consider the quality monitoring aspects of the service at joint monitoring meetings. The Friends will adopt appropriate record keeping methods as necessary to provide relevant monitoring information.

Complaints Procedure For Service Users

- 9.2 The Friends must inform its service users of how they can make a complaint and that they can either use the Friends complaints procedure or the London Borough of Tower Hamlets, or both as appropriate. Both procedures must include a written record of all complaints made and any action taken. This record is to be available for inspection by the Council's authorised representative.

Confidentiality

- 9.3 The Friends and its staff and volunteers may be receiving personal and confidential information from service users. The Friends staff must not disclose any information which comes into their possession in the course of providing the service except as may be required by law.
- 9.4 The Friends will ensure policies and procedures are in place to prevent unauthorised disclosures and comply with its obligations under the Data Protection Act 1998. Disclosure of information that has not been authorised will be considered as a serious breach of the terms of this Agreement and could

result in the termination of the Agreement as outlined in paragraph 11.

Health & Safety

9.5 The Friends shall comply with the requirements of the Health & Safety and Work etc Act 1974 and of any other Acts Regulations or Orders about Health & Safety.

Equal Opportunities In Service Delivery

9.6 The Friends is required to have, maintain and operate an Equal Opportunities Policy. The Friends is expected to liaise and co-ordinate its activities with other voluntary and statutory organisations in Tower Hamlets, in order to improve access to its service for people from Black and Minority Ethnic communities and members of the community living with a disability or special educational needs.

Statutory Requirements

9.7 The Friends must conform to all existing and new legislation, which may be applicable to this Agreement.

Insurance and Indemnity

9.8 The Friends is required to arrange adequate insurance cover in relation to the services provided, specifically a minimum of £5million in public liability and employers' liability.

10. Monitoring And Evaluation

Financial Monitoring

10.1 The Friends shall maintain a proper set of financial accounts of its activities under the service, including how the monies paid under this agreement have been spent. It shall arrange for the audited accounts to be made available to Tower Hamlets within a reasonable period of request, and not less than annually as set out in section 4.4 of this agreement.

Standard Monitoring Forms

10.2 The Friends shall send the Council authorised representative monitoring and information returns, as requested on forms provided by Tower Hamlets, Parks and Play Section.

Monitoring and Evaluation Meetings

10.3 Formal monitoring meetings shall take place between the Friends and the Lead Officer for Tower Hamlets Council, as and when agreed by the parties, but at least quarterly.

Variations to the Services or the Agreement

10.4 Any changes shall be negotiated via the formal monitoring meetings, and a written record kept.

Notification of Change

10.5 The parties to the agreement shall inform each other promptly of any change to their authorised representatives or Officers, or of any matter likely to affect the service users or the provision of the Service.

11. Breach And Termination

Shortfalls Or Deficiencies In Service Provision

11.1 Where shortfalls or deficiencies in service provision have been identified or where other conditions of this Agreement are not being met, the Friends will be notified and a meeting arranged between the Friends and the Councils authorised representative.

11.2 Where there is a failure to rectify the shortfall or meet the conditions within the agreed timescale, the matter will be referred to Tower Hamlets Corporate Management Board to decide what further action should be taken.

Breach Of Agreement

11.3 If either party to the Agreement believes that the terms of this Agreement have been broken it will submit written details of the alleged breach and, unless the matter is otherwise resolved, a meeting will be arranged between the Council and the Friends to discuss the alleged breach.

11.4 If there is agreement that a breach has taken place, the action required to remedy the breach and the timescale for such action will be agreed and recorded in writing.

11.5 If there is no agreement, or the agreed action is not implemented, the alleged breach will be referred to the Head of Arts, Parks and Events for a suggested resolution.

11.6 If there is a persistent and serious failure to meet the terms of the Agreement, the Agreement will be terminated. Decision to terminate the Agreement will rest with the Head of Arts, Parks and Events.

11.7 In the event that the Agreement is terminated in accordance with Clause 11.6 above, the Friends shall be entitled to payment for services properly carried out for the period up to the date of termination. For the avoidance of doubt the Council will not accept liability for any other losses, expenses incurred by the Friends on account of such determination.

Termination

11.8 Either party may terminate this Agreement giving eighteen months' notice in writing to the other party or a lesser period if both parties agree.

11.9 Either party may terminate this Agreement immediately by notice in writing to the other in the event of the following:

- A permanent and unavoidable cessation of the Service
- A persistent failure to fulfil the terms of the Agreement
- A serious breach of the terms of the Agreement

11.10 However, in fairness to both parties of this Agreement, and at the first indication of any such possibility, the implications of not being able to fulfil their obligations should be discussed without prejudice at the very earliest opportunity.

Assets

11.11 If the agreement is terminated as a result of performance failure or cessation, or through the winding up of the Friends, any assets secured by the Friends through this agreement will revert in ownership to the Council, who may in turn designate an appropriate community group to which those assets should be donated.

12. Declaration

We, the undersigned, have read and fully understand this Agreement. We have undertaken appropriate consultation with our respective organisation, and are empowered to agree the terms and conditions which have been negotiated.

Signed on behalf Tower Hamlets, Parks and Play Section (The Council)

Signature:

Name:

Position:

Date:

Signed on behalf of the Friends of Tower Hamlets Cemetery Park (The Friends)

Signature:

Name:

Position:

Date:

Signed on behalf of Legal Section, London Borough of Tower Hamlets

Signature:

Name:

Position:

Date:

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