

**SERVICE LEVEL AGREEMENT  
BETWEEN TOWER HAMLETS MUDCHUTE FARM 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 Mudchute Farm, Pier Street, London, Greater London E14 3HP.
- 1.2 This agreement defines the arrangements between The London Borough of Tower Hamlets (hereinafter referred to as the Council) Mudchute Association (hereinafter referred to as the Trust), to pursue the group's objects, and specifically to undertake agreed works within the boundaries of the Mudchute Farm.
- 1.3 Under this agreement, the Trust (through the Chair, Sub executive, and Executive Committee) will undertake to carry out works to the satisfaction of the Council (through its designated representative, the Head of Arts Parks and Events). The said works will be set out in a management and associated work plan with clearly defined outputs, which will 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 Trust.
- 1.4 Payments, as provided for in this agreement, will be made to the Trust 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 £31,000 will form part of this agreement.

**2. Authorised representatives**

**Lead Officers for the agreement shall be:**

**For the Council:-**

The Head of Arts, Parks and Events

**Address:** London Borough of Tower Hamlets  
Arts Parks and Events  
6th Floor Town Hall Mulberry Place  
5 Clove Crescent  
London, E14 2BG

**Telephone:** 0207 364 7910

## **For the Trust:-**

**Address** :(c/o) Pier Street  
London  
E14 3HP

**Telephone:** 0207 538 8456

### **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 maintain an agreed balance between open park land for use by the public and those areas in use for farm animals. See attached map of existing layout.
- To support, promote and facilitate community involvement/business volunteers in the management and development of the Mudchute Park.
- To provide and improve habitats to support a diverse flora and fauna in line with the Council's Bio Diversity objectives.
- To provide an annual management plan incorporating an agreed action plan.
- To work in partnership with the Council to achieve Green Flag Community Award for the Mudchute Park.

3.2 The agreement will be for a rolling three year period to run concurrent with the Council's Financial Year, commencing 1<sup>st</sup> April 2018 and concluding on the 31<sup>st</sup> March 2021. At the conclusion of the three year period the agreement can be renewed subject to the agreed of the agreement of the Trust and the local authority. Renewal will be through mutual agreement, but will be dependent upon the Trust' fulfilment of their service commitments and compliance with the terms of the agreement.

### **4. Service Specification**

#### **Specification for Maintenance by the Trust**

Note that this specification covers those areas of the Mudchute Park within the boundary fence of the park and farm.

#### **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 detailing frequency of litter clearance and sweeping
- 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 (with the exception of the central path from Pier Street to Asda that has been adopted as a public Highway)**

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

### **Promoting bio diversity**

- Clear any invasive plants
- Plant bulbs and wild flowers
- Work with the Council's bio diversity officer to produce annual plans

### **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 (this particularly applies to areas where there is shared use with animals and the public)

### **Benches/fences/gateways**

- Maintain all benches in reasonable and safe condition
- Maintain fences alongside walking areas and routes through the park
- Maintain gateways into the park to a safe and usable standard

### **Lights**

- Maintain existing lights on pathways, changing bulbs as required and cleaning lenses

### **Play Area Inspections**

- Ensure all play items are inspected in accordance with BSEN 1176
- Mudchute to provide LBTH with a copy of the annual RPII inspection report along with an action plan for any repairs if appropriate.

### **Wet Lands**

- Maintain ponds and wetlands accessible to the public, ensuring they are safe and free from algae potentially damaging to humans and pets

### **Tower Hamlets Council will:**

- Mow the main meadow and the lower paddock (detailed arrangements to be agreed between LBTH Parks and Mudchute Farm)
- Carry out any necessary maintenance or Health & Safety remedial works to trees on the site.

Note: This is in order to negate the need to graze these areas which then require the sites to be closed to the public and be fenced off.

- 4.1 The Memorandum and Articles of Association of the Mudchute Association 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 Trust will produce a management plan and annual monitoring form within the first quarter, 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:
- Farm and associated activities
  - Litter clearance
  - Maintenance and development of grassland, woodland, and aquatic habitats
  - Improved safety, physical access, signage with particular reference to any reports on health and safety concerns that may have been received during year and actions taken to resolve the issues raised.
  - Works that contribute towards achieving the Tower Hamlets Biodiversity Action Plan objectives
  - Provision of an annual user survey
  - Work in partnership with Tower Hamlets, to obtain and retain Green Flag Community Award status
  - Publicity material displaying quarterly programme of events and activities for the public and its users.
- 4.2a Refer to the annual monitoring form (appendix 1) for full details of service targets and objectives.
- 4.3 The Trust will ensure (in a paid or voluntary capacity) appropriately skilled specialists, managers, supervisors and staff are employed to co-ordinate and implement the actions identified in the management plan.

### **Records**

- 4.4 The Trust 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 Trust will maintain records of membership and participants in training and activities, including details of area of residence, age, gender 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 Park areas that sit outside the farm footprint 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 and this SLA.

### **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 Trust must maintain a policy of equality of opportunity for its non executive Directors, employees and participants. When planning maintenance and development activities the Trust must take full account of the access needs of participants, current and potential users. In circumstances where the activities of the Trust 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 of the Park is not locked, and is open 24 hours a day, all year round. This arrangement is subject to review by the Council. The Trust and the council can initiate changes to these arrangements following, discussing and agreed between both parties.
- 4.10 Vehicle access is to be prohibited except for official vehicles approved by the Trust.
- 4.11 The trust may carry out meetings and activities relevant to the delivery of the agreed services, at any appropriate time of the day or night, and will be provided with keys to facilitate access. The Trust must take all due care to prevent nuisance to local residents and be considerate of local needs when accessing, maintaining and leaving the site.

## **5. Responsibilities of the Trust**

The Farm undertakes responsibility:-

- 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 confirmed 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 4 monthly reports, health and safety reports, statistical information and up-dates on agreed targets.
- 5.6 To advise the Council's nominated representative, of any difficulties which the Trust 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 of work schedules, staffing structure and community involvement to the SLA.
- 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 to the value of £5million for employer liability and public liability, and to indemnify the Council against any claim or litigation arising as a consequence of the actions or negligence of the Trust in relation to their undertakings on the farm.
- 5.10 All work in the SLA 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 Trust must carry out and maintain records of Risk Assessments for all activities that are undertaken under the terms of this agreement.
- 5.11 To work proactively to adopt and strengthen the partnership approach between the London Borough of Tower Hamlets and the Trust, to achieve the partnership objectives of improved public participation and enjoyment, and to enhance biodiversity wherever possible.
- 5.12 The Trust must maintain and produce as required, an inventory of any plant or equipment, or stock materials purchased under the agreement.
- 5.12 The Trust 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.
- 5.13 To ensure necessary policies and procedures are in place, in particular safeguarding, and health and safety for staff, volunteers and the public.
- 5.14 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 Trust, 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 Trust 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 Farm in accordance with section 1.4 of this agreement.
- 6.3 The Council retains overall responsibilities as freeholder of the Mudchute Park and will maintain a minimum of £5million public liability insurance for the site.
- 6.4 The Council will advise 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 trust not spending the full annual allocation by the end of a financial year or in the event of an anticipated under-spend, the Trust 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 see 5.4, 5.5 is not received as requested.
- 7.4 The Trust 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 Trust 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 Trust for the purpose specified in the Agreement, including in the event that the service is terminated.
- 7.8 The Trust 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 Farm and the Council's representative.
- 7.9 The Council's logo should be displayed on all entrances signs as a funder of the Site.
- 7.10 The Council reserves the right to terminate the agreement should the Trust bring the Council into disrepute by virtue of its actions or publicity.

## **8. Staffing**

- 8.1 The Trust 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 Trust 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 safe recruitment.
- 8.4 The Trust 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 Trust to take appropriate measures to protect the public when recruiting staff and volunteers. All employees must be appropriately vetted by the Trust 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 Farm to judge the suitability of applicants on the basis of such procedures.



## **9. General procedures**

### **Quality System**

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

### **Complaints Procedure For Service Users**

9.2 The Trust must inform its service users of how they can make a complaint, which in the first instance should be addressed to them. If the complainant is dissatisfied they can take their complaint to the London Borough of Tower Hamlets. A written record and note of any action taken should be kept of any complaint, which the plaintiff feels is of a serious nature. This record is to be available for inspections by the Council's authorised representative.

### **Safeguarding of children and vulnerable adults**

9.3 The Trust will produce and operate a policy for the safeguarding of children and vulnerable adults to the site to participate in organised activity by the Trust

### **Confidentiality**

9.4 The trust and its staff and volunteers may be receiving personal and confidential information from service users in the course of delivering the SLA. They must not disclose such information except if required by law.

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

### **Equal Opportunities In Service Delivery**

9.6 The Trust is required to have, maintain and operate an Equal Opportunities Policy. The Trust 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**

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

9.7.2 The Trust is required to have, maintain and operate an agreed Environmental policy for this site.

### **Insurance and Indemnity**

- 9.9 The Trust is required to arrange a minimum of £5million public liability and employer's liability insurance cover in relation to the services provided.

## **10. Monitoring and Evaluation**

### **Financial Monitoring**

- 10.1 The Trust 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 Trust shall send the Council's authorised representative monitoring and information returns, as requested on forms provided by Tower Hamlets, Parks and Open Spaces.

### **Monitoring and Evaluation Meetings**

- 10.3 Formal monitoring meetings shall take place between the Farm 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 Trust will be notified and a meeting arranged between the Farm 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 Farm 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 Trust 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, expense incurred by the Trust on account of such determination.

**Termination**

- 11.8 Either party may terminate this Agreement upon giving six 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 Farm, any assets secured by the Trust 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 Open Spaces (The Council)**

Signature: .....

Name: .....

Position: .....

Date: .....

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

Signature: M. Tracey

Name: Margaret Tracey

Position: Managing Director

Date:

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

Signature: .....

Name: .....

Position: .....

Date: .....

DRAFT