

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.
- 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.

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.

25. Third Party Rights

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.

27. Law And Jurisdiction

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.

28. Conflict Of Interest

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