

SERVICE LEVEL AGREEMENT

Between *COPELAND BOROUGH COUNCIL*

And *MILLOM RECREATION CENTRE LIMITED*

1. LEGAL PREAMBLE

This Agreement made the 1st day of November 2006 is made between Millom Recreation Centre Limited, (“the Company”) of Millom, Cumbria, and Copeland Borough Council of Council Offices, Catherine Street, Whitehaven, Cumbria (“the Council”).

Whereas the Council is desirous of assisting the Company in promoting leisure and recreational services and the Company seeks assistance in achieving those initiatives.

Now therefore it is agreed that in consideration of the Council in pursuance of its powers under Section 19 (3) of the Local Government (Miscellaneous Provisions) Act 1976 agreeing to pay to the Company the sum of £7,790.00 payable in two equal instalments of £3,895.00 to be paid on 1st November 2006 and 31st March 2007, the Company agrees to invoice the Council for the above amount and provide the services set out in Paragraph 5 hereto upon the terms and conditions set out in Paragraph 6.

2. INTRODUCTION

2.1. This agreement between Copeland Borough Council and the Company sets out clearly the undertakings made and the level of services to be provided to the community by the Company in return for the financial support provided by Copeland Borough Council.

3. LENGTH OF AGREEMENT

3.1. This agreement lasts for one financial year and covers the twelve month period from 1st of April 2006 to 31st March 2007. It may be reviewed at any time at the request of either party but can only be varied by agreement of both parties.

4. GRANT FROM COPELAND BOROUGH COUNCIL

4.1. Copeland Borough Council will pay the Company the sum of £7,790.00 as a grant for the financial year 2006/2007.

4.2. The grant will be paid upon receipt of an invoice from the Company in two equal instalments on 1st November 2006 and 31st March 2007.

4.3. The grant will be used solely to defray expenditure necessarily incurred by the Company in providing the services detailed in this Service Level Agreement.

5. SERVICES TO BE PROVIDED BY THE COMPANY

- 5.1. As one of the major community facilities in Millom, The Recreation Centre will be made available to a range of community groups without discrimination on grounds of age, gender, sexuality, religion, race, or disability.
- 5.2. The Recreation Centre will be available for bookings Monday to Friday 0900hrs-1200hrs, 1330hrs-1530hrs and 1600-2200hrs. On Saturday 1330hrs-1530hrs and on Sunday 1500hrs-2030hrs or otherwise as agreed by both parties. The range of bookings will seek to cover all sectors of the Community, and include a range of sports activities and facilities, schools sessions, an over 50's session, gym provision and roller skating.
- 5.3. To maximise the publicity of the facility
- 5.4. To increase the number and quality of coaches and players participating in a range of sports
- 5.5. To liaise closely with the Sports Development Officers of Copeland Borough Council

6.0 FACILITIES AND USAGE

- 6.1 A range of regular booked activities are available the total numbers for these are listed below:

BOOKED SESSIONS	NUMBERS IN TOTAL
Line Dancing	198
Badminton	3331
Football	6435
Hockey	453
Cricket	1512
Fitness Sessions	3110
School	3705
Roller Skating	2239
Judo	400
Gym	6078
Over 50's	86
Netball	287
Table Tennis	130
Sunbed	633
Action zone	209
Physio	87
Parties	493
Basket ball	21
Short tennis	219
Total in a week for Booked sessions	29626

- 6.2 Company will actively seek to increase the usage of the Recreation Centre above and beyond the range of current activities and levels of usage
- 6.3 The centre reserves the right to block book space but this will be balanced against casual use.

6.4 Outside the booked sessions, the Centre is also available to the public for general use. It is open morning, afternoon and evening.

7.0 FINANCIAL POSITION

7.1 The total income for 2005/2006 is £64911.00 with expenditure of £58066.76.

7.2 The Centre has required grant and contributions to restrict losses to manageable amounts. The grant is required to trade to effect operation.

8.0 EMPLOYMENT

8.1 The numbers of paid employees is 1 full time centre manager and 4 (part time). Number of staff employed will be sufficient to cover health and safety requirements.

9.0 CONDITIONS OF GRANT

9.1 The Company shall make any relevant management information available to the Council to enable the Council to monitor the Company's performance against the agreed standards.

9.2 The Company undertakes to hold an annual general meeting and regular meetings of the management committee. The Company undertakes to inform the Council of these meetings to provide the Council with agenda and minutes and to allow the Council to be represented if the Council so asks.

9.3 The Company undertakes to publish an annual report within six months of the end of the financial year, and to copy that report to the Council as soon as it is published.

9.4 The Company undertakes to maintain proper audited accounts and to ensure that funds are only used for the purpose for which they are given. The Company will within 7 days forward a copy of the latest available audited accounts to the Council's Chief Finance Officer prior to the first payment of the grant, and will also forward a copy of the audited accounts for 2005 and 2006 within six months of the end of the Company's relevant financial year. The Company shall make any additional financial records available to the Council to enable the council to audit this requirement.

9.5 The Company undertakes to maximise its income from grants, donations and other sources and be supported by CBC.

9.6 The company undertakes complete a quarterly monitoring form to be submitted on the following dates: July 1st 2006, November 1st 2006, January 1st 2007 and April 1st 2007. (Please see appendix 1 for form).

10.0 MONITORING AND DEFAULT

10.1 Representatives from Copeland Borough Council and the Company shall hold at least two meetings each year in order to review the quality and cost effectiveness of the service provided, and to agree any necessary action. These meetings to be organised by the Company as per the terms of the lease agreement.

10.2 In the event of the Company defaulting on the terms of this agreement the Council reserves the right to reduce or withdraw grant aid or for a proportion of the grant to be

returned if default occurs prior to the end of any period for which a grant has been made, all without further notice.

10.3 The Leisure Partnerships Officer and the clerk of the company will be the initial points of contact from the respective parties to this agreement

11.0 SIGNATURES

In witness whereof the Company and the Council have hereto etc.

Dated this day of 2006

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On behalf of Copeland Borough Council On behalf of the Company

Witness Witness

Performance Monitoring Report **Millom Recreation Centre**

Period Covered	Year

Visits	2006/2007	2005/2006	Variance	Ref.
Total number of visits				A
Number of low income/unemployed attending				B
Number of disabled attending				C
Number of children attending				D

Finance	2006/2007	2005/2006	Variance	Ref.
Total net expenditure				E
Total income				F
Variance				G
Net cost per visit				H

Operational	2006/2007	2005/2006	Variance	Ref.
Number of complaints				I
Total number of hours open				J
Number of private hall hires				K
Number of hours open for pay & play				L
Comments				

To allow explanation of differences in the above sections.

A:
B:
C:
D:
E:
F:
G:
H:
I:
J:
K:
L:

Other notable events

*To allow events/individuals/developments to be highlighted
Will feed into the newsletter.*