

SERVICE LEVEL AGREEMENT

Between *COPELAND BOROUGH COUNCIL*

And *Egremont and District Swimming Pool Trust*

1. LEGAL PREAMBLE

This Agreement made the 1st day of November 2006 is made between Egremont and District Pool Trust, ("the Company"), 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 £15,000 payable in two instalments of £7500 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 the 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 of 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 £15,000 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 of 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 Egremont, The Egremont Swimming Pool will be made available without discrimination on grounds of age, gender, sexuality, religion, race, or disability.

5.2. The Swimming Pool will be available for the public as per published timetables but it recognised by both parties that there is a need to constantly review the programming in line with customer demand. Any changes made will be identified by Egremont and District Pool Trust and are subject to ratification by the Borough Council at the meetings detailed in paragraph 7.1.

5.3. The range of use will seek to cover all sectors of the community with public swimming being not less than 55% of the available time. Public swimming being defined as completely unrestricted entry, restricted entry by age, gender or disability and lessons and sessions such as Aquasize but not schools, clubs, staff training or private hire. It is recognised that this percentage may decrease if the Trust is able to increase the “other than public swimming” but this is subject to ratification by the Borough Council as detailed in 5.2 above.

5.4. A balanced range of swimming instruction, other aquatic activities and lessons.

5.5. To maximise the publicity of the facility

5.6. To increase the number and quality of coaches and participants in swimming

5.7. To liaise closely with the Sports Development Officers of Copeland Borough Council

6.0 FACILITIES AND USAGE

6.1 The following information is for the 2005/2006 period in total:

| Activity | TOTAL |
|---|---------|
| Total number of visits | 61880 |
| Total number of hours used by the public | 2236.75 |
| Number of swims | 53292 |
| Hours open for pay/swim | 1402 |
| Number of low income / unemployed attending | 5188 |
| Number of disabled attending | 1202 |
| Number of children attending | 40394 |

6.2 Egremont and District Swimming Pool Trust will actively seek to increase the usage of the Swimming Pool above and beyond the range of current activities and levels of usage.

7.0 FINANCIAL POSITION

7.1 The total income for 2005/2006 is £103457.00 with expenditure of £143381.00

7.2 The swimming pool has required grant and contributions to restrict losses to manageable amounts

8.0 EMPLOYMENT

8.1 The number of paid employees is 5, supplemented by a number of casual employees for events and functions

9.0 CONDITIONS OF THE GRANT

9.1 The Company shall make any relevant information available to the Council to enable the Council to monitor the Company's performance

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, to allow the Council to be represented if the Council so desires

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 the funds are used only for the purposes for which they are given. The Company will within seven days forward a copy of the latest available audited accounts to the Council Chief Finance Officer prior to the payment of the grant. They will also forward a copy of the audited accounts for 2005 and 2006 within six months of the end of the Company's financial year. The Company will make any additional financial records available to the Council to enable the Council to carry out an audit as necessary

9.5 The Company undertakes to maximise its income from grants, donations, and other sources

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 the Council and the Company may hold up to 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

10.2 In the event of the Trust 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 already been made, all without further notice

10.3 The Leisure Partnerships Officer for the Copeland Borough Council and the Secretary of Egremont & District Pool Trust will be the initial points of contact from the respective parties to this Agreement

11.0 SIGNATURES

Signed **Date**
On behalf of Egremont & District Swimming Pool Trust

Signed **Date**
On behalf of Copeland Borough Council

Performance Monitoring Report **Egremont & District Pool Trust**

| 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 hall hires | | | | K |
| Number of hours open for pay & swim | | | | 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.*