

## **MIDDLESBROUGH COUNCIL**

## **PIONEER CREDIT UNION**

## **SERVICE LEVEL AGREEMENT**

This Agreement is made on the 1st day of October 2015

**Between** Middlesbrough Council, (hereinafter referred to as the 'Council') P.O  
Box 504, Civic Centre, Middlesbrough, TS1 9FY.

**and** Pioneer Credit Union (hereinafter referred to as the Service Providers)  
for the purposes of delivering Pioneer Credit Union

### **1. DURATION OF AGREEMENT**

This agreement shall commence on the 1<sup>st</sup> October 2015 and shall expire 30<sup>th</sup> September 2017.

### **2. DETAILS OF ACTIVITIES PROVIDED**

That for the period 1<sup>st</sup> October 2015 to 30<sup>th</sup> September 2017, the Council has allocated the sum of £49,384.68 to Pioneer Credit Union. The sum will be paid in two payments £24,692.34 will be paid in October 2015 and £24,692.34 will be paid in October 2016.

The overall objectives of the project are to provide a Credit Union service by:

- Providing an ethical, affordable banking service to residents of Middlesbrough
- To have service points that are easily accessible to **everyone** in Middlesbrough
- Providing banking services to all regardless of social, economical, ethnic or educational background
- To be the credit union of choice for the people of Middlesbrough
- Delivering financial awareness to children and young people throughout the town to encourage early understanding of the importance of saving and the ability to make informed borrowing decisions as an adult
- To achieve these aims in the true credit union spirit of co-operation and transparency
- Pioneer Credit Union will be self-sustaining by the end of the two year funding period

### 3. EVALUATION AND PROGRAMME ACHIEVEMENTS

Progress will be monitored at bi-monthly meetings, with changes made as required, in order that by the end of 24 months the Credit Union business plan has been delivered in accordance with the agreed outcomes (see section 3 below).

Pioneer Credit Union will also provide bi-monthly update reports before each monitoring meeting and a final report to the Middlesbrough Financial Inclusion Group.

Project activities to be delivered by the Credit Union Project will be measured in accordance with the delivery of the agreed business plan which also includes the specific outcomes detailed below.

#### OUTCOMES

	2015 (now)	2016	2017	2018
No. of service points (cumulative)	20	23	26	30
Membership figures	2370	2,800 (increase of 18%)	3350 (increase of 19.6%)	4,000 (increase of 19.5%)
No. of schools engaged (per year)	3	8	15	25
No. of new services (per year)	1	School Banking Program 1	BACS/FPS Transfers 1	1

### 4. SPEND PROFILE FOR 2015/16

Cost	2015/16	2016/17
Staff Salary, on costs and expenses 2015/16	£24,672.34	
Staff Salary, on costs and expenses 2016/17		£24,672.34
<b>Total £49,384.68</b>		
<b>TOTAL</b>	<b>£24,672.34</b>	

**Total spend = £49,384.68**

**5. PAYMENT OF MONIES**

The Council will pay Pioneer Credit Union the amount of £24,672.34 in October 2015 and £24,672.34 in October 2016.

**6. MONITORING, REVIEW AND VARIATION OF THE SERVICE**

- 6.1 The service provider must complete relevant monitoring (see section 3 above)
- 6.2 The Service Provider shall maintain records, both financial and output-driven (including invoices, receipts, accounting records and any other relevant documents) relating to the provision of the service, for a period of no less than six years following project closure.
- 6.3 The Council may carry out reviews or evaluation of the activities at such times as it thinks fit prior to the completion of the project.

**7. GENERAL CONDITIONS**

- 7.1 The Service Provider will adhere to any and all reporting mechanisms, conditions of grant and eligibility criteria, as the Council may from time to time determine.
- 7.2 All publicity materials produced in connection with the service must acknowledge the contribution made by Middlesbrough Council as part of the Credit Union Project.
- 7.3 It is the responsibility of the Service Provider to ensure that it has adequate insurance against any actions, claims or demands which may be brought or made against it by any person injured or suffering damage or loss in connection with its activities in carrying out this Agreement. Production of copies of current employers and public liability insurance certificates in the sums of £5m and £10m respectively, in favour of the Service Providers shall be satisfactory evidence of compliance with this clause.
- 7.6 The Service Provider will be required to operate within their own Health & Safety Policies and shall be responsible to provide a safe system of work for their employees, both paid and volunteer staff and for those using its facilities and shall have regard to and comply with regulations regarding the needs of disabled people. The Council will provide copies of its current Health and Safety Policy to the provider on request. The Council expects that the provider will keep documentary evidence of accidents by any person involved in the delivery of the service, and a record of any complaints made or established on the part of any disabled employees, volunteers

or service users during the period three months prior to this monitoring visit. This will provide compliance with this clause.

- 7.7 The Service Provider will be required to operate within their Equal Opportunities Policies affecting recruitment and access to facilities and information to the satisfaction of the Council. The Council will provide the service provider with a copy of its current Equal Opportunities Policy when requested. Production of the following types of information – job descriptions, advertisements, recruitment campaigns, and induction manuals will all be scrutinised as part of any monitoring visit.
- 7.8 The Service Provider agrees to provide the service and comply with its other obligations under this Agreement in a manner which is compatible with the Convention Rights as defined by section 1 (1) of the Human Rights Act 1998.
- 7.9 The Service Provider will as far as possible observe the Commission for Racial Equality's Code of practice.
- 7.10 The Service Provider will be required to operate within its Diversity Policy affecting recruitment and access to facilities, services and information to the satisfaction of the Council.

## **8. NOTICES OR VARIATIONS TO AGREEMENT**

- 8.1 Amendments/variations to this Agreement may be made only if all the parties agree them mutually in writing.

## **9. THIRD PARTIES**

- 9.1 Unless the right of enforcement is expressly granted it is not intended that a third party should have the right to enforce a provision of this agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **10. THE SERVICE PROVIDER STATUS**

- 10.1 In complying with this Agreement the Service Providers will be acting as a principal and not as an agent of the Council. Nothing in this Agreement shall create an agency or joint venture between the Council and the Service Provider.
- 10.2 The Service Provider should not say or do anything that may lead a third party to believe that they are acting in an agency capacity.
- 10.3 There is nothing in this Agreement which will render the Council liable for any losses, claims, demands damages or liability whatsoever arising out of the provision or failure to provide the Service, or comply with the terms or conditions of this Agreement by the Service Providers.

**11. TERMINATION**

11.1 The Council may terminate this Agreement immediately if the Service Provider:

- i. commit a breach of any terms of this Agreement;
- ii fails to comply with conditions of funding; or,
- iii. fails to achieve or maintain the required levels of service to the satisfaction of the Council.

11.2 In the event of any termination of the Agreement, any monies that has not been expended in accordance with the budget profiled in this agreement, will be subject to claw-back in whole or in part at the Council's sole discretion.

Authorised Officer of the Council

Name: Nigel Sayer

Signature:.....

Position: Head of Democratic Services

Date: 23/9/2015

For and on behalf of Middlesbrough Council.

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To be signed by an Authorised Officer for and on behalf of the Service Providers

Signature:.....

Name:.....SIMON MITCHEM.....

Position in Organisation:.....CHAIR.....

Date: 28/9/2015

