

DATED \_\_\_\_\_ 2020

THE CITY COUNCIL OF BRISTOL

-and-

[ORGANISATION]

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SERVICE AGREEMENT

relating to

the provision of services at the  
former public conveniences, Avonmouth Road. Bristol BS11 9EN

**D R A F T**

This Agreement is dated the

day of

2020

## **MADE BETWEEN**

(1) The City Council of Bristol of City Hall College Green Bristol BS1 5TR (“the Council”); and

(2) [ ] (Charity Registration Number [ ] and (Company Number [ ]) whose registered address is at [ ] (“the Provider”),

### **A Recitals and Definitions**

A.1 This Agreement sets out the services the Provider agrees to provide, the terms on which the Provider will provide them and the basis on which the Council will make the Premises available to the Provider at the Reduced Rent.

A.2 The Council’s Representative (“Link Officer”) is John Bos, Property Partner Neighbourhoods & Communities ([john.bos@bristol.gov.uk](mailto:john.bos@bristol.gov.uk) tel 0117 903 6440) or such other officer of the Council as shall be notified from time to time in writing to the Provider.

A.3 The Provider’s Representative is [ ] ([email address] [tel nr]) or such other person as shall be notified from time to time in writing by the Provider to the Council.

A.4 The relevant Documents are

- This Agreement
- The Lease

A.5 The following words shall have the following meanings.

- Lease – means the Lease of even date herewith made between the (1) the Council and (2) the Provider
- Premises – means the premises known as the former Avonmouth public conveniences, BS11 9EN as defined by the Lease
- Services – means the Services to be provided by the Provider as set out in this Agreement
- Reduced Rent – means funding in kind at a rent which will be reduced to a peppercorn during the term of this Agreement.

A.6 “the Provider” includes the Provider’s directors, trustees, board members, employees, agents and contractors unless the context clearly indicates otherwise.

A.7 Neither the Provider nor the Council will act as agent or partner of the other, nor incur any liability on the other’s behalf or in respect of the other’s debts or liabilities. The Provider must not use this Agreement to imply that the Council undertakes or accepts liability for the Provider’s debts or obligations to third parties.

A.8 This Agreement is personal to the Provider and the benefit of the Agreement may not be transferred or assigned by the Provider to any other person or organisation.

A.9 The core of this Agreement is that the Council is making the Premises available to

the Provider for the purposes set out in this Agreement at the Reduced Rent provided the Provider uses the Premises in accordance with the terms of this Agreement. If the Provider ceases so to use the Premises or does not comply with the terms of this Agreement, the Council may terminate this Agreement, in which case the Provider will immediately cease to be eligible for the Reduced Rent.

## **B Terms and Conditions**

### **B.1. Context**

B.1.1 The Council is granting the Lease to the Provider because among its policy priorities are the following and the Council consider that supporting the Provider by granting the Lease for the Provider's use will further them. These are therefore the Council's priorities for funding the Provider's provision of the Services:

- Providing a focus for local community activities
- Infrastructure support for local community and voluntary sector groups
- Promoting social and economic inclusion
- Providing innovation in local service provision

B.1.2 The Provider's core purpose, for which the Provider wishes to use the Premises is: as a park support and community venue ("the Core Purpose").

### **B.2 Conditions**

B.2.1 The Provider must observe the following conditions (B.3 onwards). If the Provider does not, the Council may by notice require the Provider to do so.

B.2.2 If the Provider's failure to do so is serious, or if the Provider's failures are persistent or cumulative, the Council may terminate this Agreement. If the Provider breaks the Agreement or the Council terminate it, the Reduced Rent will end and the Council has the right to terminate the Lease.

B.2.3 The Council will normally give the Provider a written notice of a failure or failures that it regards as potentially grounds for termination, and state what it requires the Provider to do to avoid this. However, if a failure is serious, the Council may suspend this Agreement with immediate effect, which will result in the Reduced Rent ending immediately.

B.2.4 If the Provider ceases to use the Premises for its Core Purpose (as in B.1.2) or starts using the Premises for some other purpose not permitted by the terms of the Lease, the Council will normally regard that as a breach that is so serious and fundamental as to be irremediable and grounds for immediate termination.

B.2.5 The Provider will be permitted to retain all surplus income (being any income in excess of all operating costs and after setting aside reserves) received from rents and room hire or licence, but all these monies must be reinvested in and used for the operation, management, repair, maintenance, improvement, renovation or upgrading of the Premises in accordance with the Lease and/or payment of outgoings of the Premises and/or in the delivery of activities/services that benefit the local community and/or in accordance with the Provider's charitable activities as set out in its governing documents which are directly related to the Premises or carried

on from the Premises and must not be used to subsidise the Provider's activities elsewhere.

### **B.3 Financial and Managerial Conditions**

B.3.1 The Provider must use the Premises wholly and exclusively for the purposes set out in this Agreement and the Lease.

B.3.2 The Provider must observe all the terms and conditions of the Lease.

B.3.3 The Provider must monitor its provision of the Services in accordance with the Council's reasonable requirements and provide the Council's Link Officer, when requested by him/her, with a written report of these statistics at least annually.

B.3.4 The Provider must not make any significant changes in the way it provides the Services or any changes in the way it runs its organisation that materially affect its provision of the Services without the Council's written consent. If the Provider proposes to make any significant changes in the way it provides the Services, or in what it does at the Premises, the Provider must tell the Council's Link Officer and be open and frank with him/her.

B.3.5 The Provider must tell the Council of any material changes adversely affecting its finances, its key personnel, its Board or Management Committee, as the case may be, and of any proposals to change its constitution.

B.3.6 At least annually during the term of this Agreement the Provider's Representative will, on request, meet with the Link Officer to review how effectively it has been delivering the Services, how the Council's priorities are being met, what the Provider's plans are for the forthcoming year and how the availability of the Premises will contribute to these.

### **B.4 Conditions relating to the Service and the Provider's responsibilities to Service Users**

B.4.1 The Provider must provide the Services in accordance with this Agreement, reliably and with the skill, diligence and care of competent and appropriately qualified staff able to provide the Services.

B.4.2 The Provider must demonstrate:

- a commitment to service users by involving them in service development; and
- a knowledge and understanding of the responsibilities for the protection of vulnerable service users.

B.4.3 Where the Provider is providing personal services, advice or counselling and if it holds any personal information, the Provider must have and implement a written policy of confidentiality.

### **B.5 Equal Opportunities Conditions**

B.5.1 The Provider must have or develop within a time scale the Council has approved, an

equal opportunities policy and programme for its implementation that is compatible with the Council's own policies and practices, given practicable considerations concerning the size and nature of the Provider's organisation.

B.5.2 The Provider must take all reasonable steps in the provision of the Services and in any other of its activities:

B.5.2.1 to ensure that there is equality of access, use and involvement for everyone and that it does not discriminate directly or indirectly on grounds of race, disability, age, economic or social background, gender (including sexual orientation and transgender issues), HIV status, marital status, race, (including nationality, cultural or ethnic background) or religion, and observe all legislation relating to equalities; and

B.5.2.2 to consult service users about the Service, its organisation, management and service provision, and where possible to ensure that users are involved in helping manage, organise and develop activities at the Premises.

## **B.6 Employment Conditions**

B.6.1 If the Provider employs staff and/or volunteers, the Provider must ensure that:

- it has Employers Liability insurance to at least the statutory minimum and that this covers volunteers as though they were employees;
- its employees may join or not join a Trade Union as they wish, and that it has appropriate disciplinary and grievance procedures in place which cover both paid staff and volunteers;
- it gives all staff a contract of employment and a job description;
- all its recruitment procedures are in line with its organisation's Equal Opportunities Policy; and
- it complies with all current employment law and can demonstrate good practice in that procedures are in place to deal with personnel matters.

## **B.7 General Conditions**

B.7.1 The Provider must not seek to promote or oppose a political party.

B.7.2 The Provider must make available for the Council's inspection on request the minutes of meetings of its Board or Management Committee and User Group and let the Council's Representative, or anyone else the Council shall nominate, attend such meetings as observers.

B.7.3 The Provider must acknowledge that the Council funds it by the provision of Premises, in any literature or publicity and any information it provides to anyone relating to the Premises must mention that the Council provides them.

B.7.4 The Provider must hold during each financial year a properly organised and quorate Annual General Meeting and invite the Council's Representative to it.

B.7.5 The Provider must hold Public Liability Insurance to a minimum of £5M.

- B.7.6 In addition to any specific requirements in the Lease, when using the Premises the Provider must comply with all legal requirements affecting the Premises or their use (including fire and safety regulations) and comply with the terms of any licences and permits obtained at all times;
- B.7.7 If the Provider uses any vehicles
- B.7.7.1 it must insure such vehicles fully comprehensively, covering damage to the vehicles, injury to the driver and any claims from third parties.
  - B.7.7.2 it must ensure that such vehicles are only driven by people who are licensed to do so, and who are within the scope of such insurance cover.
  - B.7.7.3 If the Council ask for it, The Provider must produce all insurance policies and receipts for the current year's premium or other such evidence.
  - B.7.7.4 All insurances must be taken out with a reputable insurer or underwriter.
- B.7.8 The Provider must meet all health and safety regulations and requirements for employees, volunteers and members of the public engaged in the Premises, and be able to demonstrate that it can do so.
- B.7.9 The Provider must meet the Baseline Standards adopted by the Council and which the Council expects all organisations which it funds by making Premises available to them on favourable terms to meet. Some of these standards are already incorporated into this Agreement, but the full list of Baseline Standards are attached as Appendix A to this Agreement.

## **C. Communication**

- C.1 Both the Council and the Provider will appoint a representative or contact person named on the front of this Agreement.
- C.2 The Council's representative (Link Officer) will be the first point of contact and provide advice or information as appropriate and carry out monitoring visits.
- C.3 The Provider's representative will undertake to keep the Council informed of any changes within the organisation affecting its service delivery, management functions or financial viability.

**Please note: clauses D.1.1 to D.1.13 below are an example of those used in the Council's standard Service Agreement; more specific activities/services will be inserted into the list below once the nature of the new use and the new tenant organisation are known.**

## **D. Services**

- D.1. The parties agree that this Agreement will contribute towards the delivery of these services in Bristol and the Premises may only be used for these purposes or in a way that is consistent with and furthers them. The Provider agrees to provide the following Services:

- D.1.1 A welcoming, well managed community building, offering a range of different activities and services that complements the adjacent Avonmouth Park and delivers benefit to the local community, including use as a community-managed public toilet.
- D.1.2 When not in use to support community events in Avonmouth Park, the Premises should be available for other community activities for a minimum of five days per week, including evenings, 48 weeks each year.
- D.1.3 The Provider will be responsible for all aspects of operating the Premises, including but not limited to the recruitment and support of staff/volunteers, health & safety, bookings and lettings, security, repairs and maintenance, insurance, all necessary policies and procedures, and all financial aspects.
- D.1.4 The Provider will service, develop and support a User Group, made up of regular users, tenants and occupants of the Premises; this Group will meet formally at least two times a year.
- D.1.5 The Provider will seek to maximise the use of the Premises and achieve a balanced spread of different users and uses, in accordance with agreed local needs and in consultation with the User Group.
- D.1.6 The Provider will publicise the availability of the Premises and its facilities to the local community and Bristol's Voluntary & Community Sector organisations; and will also publish hire rates and bookings procedures; the Provider is particularly encouraged to publish these details on the Internet in order to be accessible to as wide a range of potential new users as possible.
- D.1.7 The Provider will ensure that an effective and accessible booking system is in operation, that booking procedures and a tariff of charges are published and reviewed from time to time; charges for small, grass-roots community organisations should be nominal (sufficient to cover the Provider's costs and overheads) and not at a commercial rate; charges for other voluntary, community and social enterprise organisations should be reasonable and comparable with other community facilities locally.
- D.1.8 The Provider will maintain and where possible improve the visual status and accessibility of the Premises to ensure that it contributes positively to the local streetscape and environment and meets the Council's Environmental Access Standard.
- D.1.9 The Provider will develop partnerships with other relevant organisations to enable the most effective use of resources, to maximise the use of the Premises and to enhance the Premises as an asset to the community.
- D.1.10 The Provider will seek to increase the financial sustainability of the Premises and use its expertise and resources to make bids and applications for funding for the Premises, where necessary.

- D.1.11 The Provider will reinvest any surplus income from operating the Premises in improving the functionality, appearance and management of the Premises, or on its charitable activities; any surplus income will not be used for other premises, projects or services that are not directly associated with the Premises.
- D.1.12 The Provider will undertake a user satisfaction survey each year and publish the results.
- D.1.13 The Provider will offer the Council's Electoral Services Team (or equivalent successors) preferential treatment for booking the Premises as a Polling Station, at hire rates that are comparable to similar local venues, and will accommodate their reasonable requirements when renting or hiring the Premises to them.
- D.1.xx [further provisions may be relevant to a particular property/use and may be inserted here]

**E. Duration of Agreement**

- E.1 This Agreement will be for a term of [five] years. At least six months before the end of the [five] year period the Council shall review the targets set out in section D above and, if appropriate, these targets will be renegotiated to reflect the Council's priorities and policies, the needs of the local community and the Provider's core purposes.
- E.2 Subject to agreement being reached in respect of the targets referred to in E.1 above, this Agreement will be automatically renewed for a further [five] year period or such lesser period and on the same terms and conditions including this one, unless otherwise agreed between the parties.

SIGNED by [ ]  
 on behalf of the Provider .....

Authorised Signatory

SIGNED by [ ]  
 on behalf of the Provider .....

Authorised Signatory

Signed by .....  
 for and on behalf of THE CITY  
 COUNCIL OF BRISTOL Authorised Signatory

## **Bristol City Council Baseline Standards**

When commissioning from the voluntary and community sector (VCS) or awarding grants, the Council requires minimum standards to be met by VCS organisations. These are called baseline standards and are set out in the Baseline Standards for Voluntary, Community and Social Enterprise Organisations.

The Standards are revised from time to time and the most recent version can be found on the Council's website.

The current version may be downloaded from:

<https://www.bristol.gov.uk/documents/20182/35096/Baseline+Standards+-+Revised+April+18.pdf>