**SERVICE LEVEL AGREEMENT**

**OVERVIEW**

This agreement is to regulate the terms upon which YUAF will deliver agreed services to the Client. It comprises three sections, namely (1) the description of the Services, (2) the cost of the services and (3) the legal Terms and Conditions.

 It is intended to be a legally binding agreement taking effect on the 30th Jan 2023.

**PARTIES**

**YOUNG URBAN ARTS FOUNDATION LIMITED (“YUAF”) AND London Borough of Waltham Forest - Community Safety Team**

**A.**  The Young Urban Arts Foundation Limited (“YUAF”) is the provider of the services.

It is a Limited Company registered under number 06658860 and a registered Charity under number 1159604

**REGISTERED OFFICE**

 Address: **Concordia Business Enterprise**

 **Railway Arch 420, Burdett Road**

**London**

Post code: **E3 4AA**

**PRINCIPLE OFFICE**

Main contacts: **Kerry O’Brien**

Address: **Concordia Business Enterprise,**

**Railway Arch 420**, **Burdett Road**

 **London**

 Post Code: **E3 4AA**

YUAF may at any time nominate any other person to represent it in relation to the supply of the Services.

**B. London Borough of Waltham Forest - Community Safety Team** is “the service purchaser”

Main contacts: **Sean.Thomson@walthamforest.gov.uk**

Address: **Community Safety Team**

**Waltham Forest Town Hall, Forest Rd, London**

**London**

 Post Code: **E17 4JF**

London Borough of Waltham Forest - Community Safety Team may at any time nominate any other person to represent it in relation to the supply of the Services.

**DESCRIPTION OF SERVICES**

Young Urban Arts Foundation will provide the following services:

The bus and all materials required for sessions

* YUAF Youth Engagement Manager - mapping/planning/partnership work (3 days)
* Bus Driver Location and Route Mapping (1 session)
* Access to YUAF Pathways Service
* Access to YUAF Futures Program
* Creation and print of flyers and posters
* Social media design and engagement
* YUAF staff to work with detached teams (2 sessions)
* Data capture, collection, and consolidation

All sessions will be led by the young people's needs, we spend several sessions building relationships and asking what they would like to do, so no particular session plans are created, however, the **aim is for young people to leave with what they have created** eg. a track, a podcast, vocals recorded or visual art, depending on their needs.

As the bus can hold up to 28 young people on both floors, we supply each session with.

1 x Driver

2 x Qualified Creative Tutors

1x Youth Worker In Charge

1x Youth Worker

* All equipment and materials
* A risk assessment for activity
* Young Urban Arts Foundation Ltd. are covered for liability by Simply Business Insurance.

Dates: - Every Monday from 30th January to Monday 10th March (excluding 13th February)

Between the hours of 2:30 - 5:30pm - High Street Walthamstow, E17 7FD

**LBWF Community Safety Team will provide:**

* The name and number of a member of staff who will be the point of contact for partnership.
* A postcode and description of the parking locations for the bus
* Access to the locations half an hour in advance of, and after the sessions for set up and break down.

**SAFEGUARDING CHILDREN AND YOUNG PEOPLE**

Young Urban Arts Foundation will safeguard children, young people and vulnerable adults by:

* Valuing them, listening to and respecting them
* Adopting child protection guidelines through procedures and a code of conduct for staff and volunteers
* Conducting robust recruitment and selection processes including the necessary safety checks in respect of references, declarations and DBS checks
* Sharing information about child protection and good practice
* Reporting to Social Services any suspicion that a child, young person or vulnerable adult has suffered, is suffering or is at risk of suffering abuse

**Delivery staff**

All delivery staff are responsible for:

* Making sure they understand the part they play regarding safeguarding children, young people and vulnerable adults
* Co-operating with ‘service purchaser’ in following the safeguarding arrangements set out in the YUAF Safeguarding Policy
* Reporting any suspicions of abuse or neglect to Wayne George, Designated Safeguarding Officer who will report to ‘Service purchaser’
* Reporting any concerns about the behaviour of any members of staff, volunteers or contractors towards children, young people or vulnerable adults

**Safety and Designated Safeguarding Officer**

The Safety and Safeguarding Manager is responsible for:

·       Providing safeguarding advice to delivery staff

·       Monitoring the implementation the YUAF Safeguarding policy and reporting any concerns to ‘service purchaser’

·       Reporting to the trustees via the Safety and Safeguarding Committee any relevant matters relating to safeguarding

**TERMS AND CONDITIONS**

# DEFINITIONS AND INTERPRETATION.

# In this agreement the following words have the meanings attributed to them except where the context otherwise requires:“Services” means any and all of the services YUAF provides to the Service Purchaser as set out in this agreement and all materials provided in electronic or paper format.“Website” means the website at www.yuaf.org.uk

# “Fees” means the vat exclusive element of the fees for the Services (as applicable)

# “insolvent” means the Service Purchaser enters into any arrangement or composition with its creditors, commits any act of bankruptcy or (being a corporation) if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction), or if a petition is presented to court, or if a receiver and manager, receiver, administrative receiver or administrator is appointed in respect of the whole, or any part of, the Service Purchaser’s undertaking or assets or there are reasonable grounds for anticipating the occurrence of any of these events within the foreseeable future.“Intellectual Property Rights” means rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

# YUAF reserves the right to make changes to these terms to the extent it is operationally necessary or reasonable to do so, both in respect of service level and service quality, but only with the Service Purchaser’s prior written consent. any such changes must be recorded in writing.

# YUAF is the owner or the licensee of all intellectual property rights in the content of the Services. no part of the Website or Services including content, information, documents, logos, names, audio, video or icons may be copied, posted, broadcast, republished or reproduced in any format whatsoever without our prior written permission.

# All Fees for Service Purchaser’s based or registered in the UK exclude VAT (which will be charged at the prevailing rate in addition unless otherwise indicated) and are as set out in detail in this agreement.

# 50% of the fees shall be payable 21 days after the signing of this agreement when YUAF shall deliver a valid VAT invoice to the service purchaser. The balance of the Fees shall become due and payable as set out in this agreement.

# If requested by YUAF the Service Purchaser shall make payment by BACS to the account of YUAF.

# Without prejudice to any other right or remedy that YUAF may have, if payment is not made on the due date, YUAF may charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis, whether before or after any judgement and the Service Purchaser shall pay such interest immediately on demand.

# YUAF may suspend the supply of all Services until payment has been made in accordance with this agreement.

# OBLIGATIONS OF THE SERVICE PURCHASER:

## The Service Purchaser is responsible for ensuring compliance with all statutory provisions and any organisational policies and procedures that arise directly or indirectly in relation to the purchase of the Services.

## The Service Purchaser will secure the provision of and notify YUAF of the following matters not less than 14 days before the scheduled date for delivery of the Services:

## Full details of set-up location including postcode;

## Name and telephone number of the Service Purchaser’s representative on the day/period of delivery of the Services;

## Anticipated number of participants and details of any participant at risk/disabled or with learning difficulties;

##  Expected age range of participants;

## Confirmation of all pre-agreed requirements including paperwork (NB no further paperwork requirements will be accepted after the scheduled start date of the project unless the project report has been agreed and for workshops exceeding 10 participants or programmes with more than two activities contracted the Service Purchaser will be required to provide copies of their paperwork requirement at its own cost) ;

##  Risk assessment of location or venue;

## If the Bus is part of the contracted Services, the Service Purchaser must ensure adequate parking space free from obstruction throughout the dates of delivery of the Services. The Service Purchaser will be responsible for all consequential costs and losses if this provision is not adhered to;

## Any deadlines set down for delivery of paperwork or media work. YUAF will not accept any changes to notified deadlines after the start of the project except by written agreement

## Service Purchaser to provide consent forms for the use of YUAF media promotional material

# WARRANTY

## YUAF shall use all reasonable endeavours to ensure that the quality of the Services supplied meets the highest standard and that content and descriptions of the Services are current and correct. YUAF will regularly evaluate, review and monitor its performance with the assistance of feedback from clients

## YUAF cannot accept liability for any loss suffered if following the use of the Services the Service Purchaser or any participant is unable to make use of the skills taught in the delivery of the Services

# CANCELLATION

# In the event of the Service Purchaser wishing to terminate this Agreement before the delivery of the Services has t Service Purchaser taken place, the following shall apply:

## Notice to Terminate must be in writing and sent by post to YUAF at both the registered Office and the principal place of business;

## If written notice is received 12 or more weeks before the scheduled date for delivery of the Services there will be no cancellation charge;

## If written notice is received more than 6 but less than 12 weeks before the scheduled date for delivery of the Services a cancellation charge of 50% of the total Fees plus VAT will apply;

## If written notice is received less than 6 weeks before the scheduled date for delivery of the Services a cancellation charge of 100% of the total Fees plus VAT will apply;

# Termination for Breach or InsolvencyYUAF may terminate this agreement on 7 days’ written notice to the Service Purchaser in the event that the Service Purchaser is in breach of the terms hereof and the breach has not been remedied within a reasonable time after being notified.YUAF may terminate this agreement forthwith if the purchaser becomes insolvent

# Force MajeureYUAF shall not be liable for any failure or delay in performing its obligations under this agreement where such failure or delay results from any cause that is beyond the reasonable control of YUAF. such causes include, but are not limited to: internet service provider failure, power failure, civil unrest, industrial action, fire, floods, storms, earthquakes, acts of war, acts of terrorism, governmental action, or any other event that is beyond the control of YUAF.

# NOTICES

* 1. Service of notices
	2. Any notice or other document required or authorised to be served or given under this Agreement shall be in writing and shall only be deemed to be sufficiently served:

 (a) in the case of service on the Service Purchaser if posted in an envelope addressed to the Service Purchaser by first class post at the Service Purchaser 's address as appears in this Agreement or as last notified in writing to YUAF (the Service Purchaser to give notification to YUAF as soon as practicable after any change of address of the Service Purchaser’s registered office) or as revealed as being the Service Purchaser's current registered office by a company search (whether or not notified to YUAF); and

 (b) in the case of service on YUAF if posted by first class post in an envelope addressed to YUAF at YUAF's registered office or at any other address which the Service Purchaser may have previously been notified in writing by YUAF as the address at which YUAF will accept service of notices

 PROVIDED THAT in the case of service by post service shall be deemed to have been effected 24 hours after posting (excluding any intervening Saturdays Sundays or bank or other public holiday)

# CONFIDENTIALITY

# The terms of this agreement shall be maintained confidentially by the parties and shall not be disclosed to any third party by either party without the consent of the other except as may be required by law

#  RIGHTS OF THIRD PARTIES

1. A person who is not party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

# JURISDICTION

This Agreement is governed by the laws of England & Wales

# ENTIRE AGREEMENT

# The Service Purchaser confirms that it is not entering into this agreement in reliance upon any representation or warranty whether express or implied given by or on behalf of YUAF other than any contained in any written communication. This agreement contains the whole agreement between YUAF and the Service Purchaser relating to the provision of the Services and supersedes all previous agreements between such parties on such matters

# AS WITNESS the hands of the duly authorised agents of the parties the day and year appearing on page 1 hereof

**Signed on behalf of the Service Purchaser:**

Name: Sean Thomson

Designation**: Head of Community Safety, LBWF**

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**Signature:**

Date\_\_\_\_\_\_7th March 2023\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signed on behalf of the Service Provider:**

Name: **Kerry O’Brien**

Designation: **CEO**

**Signature:** 

Date: 16/01/23