

SERVICE AGREEMENT

Between

NORTH YORKSHIRE COUNTY COUNCIL

and

Kirkbymoorside Town Council

In relation to

KIRKBYMOORSIDE Library

DATE

PARTIES

1. **The Council** NORTH YORKSHIRE COUNTY COUNCIL Chief Executive's Group, County Hall, Northallerton, North Yorkshire, DL8 8AD
2. **KTC** Kirkbymoorside Town Council, *address*

BACKGROUND

1. KTC has agreed with the Council to assist the Council in its operation of Kirkbymoorside Library.
2. This Agreement is intended to ensure that there is a clear understanding of the mutual obligations between the Council and KTC.

THE AGREEMENT

1.0 Definitions and Interpretation

- 1.1 The following terms have the following meanings in this Agreement:-

SDO	Service Development Officer
Commencement Date	1 April 2013
Agreed Hours	the hours agreed for the opening of the Library by KTC which are referred to in Appendix 2
DPA	Data Protection Act 1998
FOI	Freedom of Information Act 2000
Library	the Library at Church House, 7 High Market Place Kirkbymoorside, York, YO62 6AT
Service	the Service to be provided by KTC
Term	the period starting on the Commencement Date and ending on 31 March 2016 (with option to renew for a further 2 years) (subject to earlier termination under clause 2.2 or 10.1)

- 1.2 References in this Agreement to:-

- (a) Any Act, order, regulation, statutory instrument etc include any amendment or re-enactment.
- (b) One gender include any other gender.
- (c) Persons include corporations.
- (d) Clauses are to clauses in this Agreement.
- (e) Appendices are to appendices in this Agreement.
- (f) Staff include volunteers.

- 1.3 This Agreement is governed by English law.
- 1.4 The provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from this Agreement.

2.0 **Commencement and Duration**

- 2.1 This Agreement will start on the Commencement Date and (unless previously terminated in accordance with clause 2.2 or 10.1) shall remain in force for the Term.
- 2.2 If either party wishes to terminate this Agreement at any time during the Term it may do so by giving at least three months' written notice to this effect to the other. Upon the expiry of such notice the Term will immediately determine but without prejudice to the rights of either party in respect of any matters which arose before the expiration.
- 2.3 If this Agreement is terminated or notice of termination under clause 2.2 or 10.1 has been given the parties agree to use their reasonable endeavours to agree appropriate exit arrangements to ensure, so far as is reasonably possible, a smooth transition to any alternative provider.

3.0 **The Council's Obligations**

- 3.1 The Council agrees with KTC to:-

- (a) Continue to run, maintain and manage the Library and use its reasonable endeavours to maintain the current level of services and facilities, subject to available revenue.
- (b) Ensure that there is a visit from a SDO once a month to help with any queries or problems relating to the Library.
- (c) Provide appropriate training for KTC staff in the operation of the Library.
- (d) Ensure there is a telephone and email contact available at the base library or other nominated location from 9 am to 5 pm Mondays to Fridays (except Bank Holidays).
- (e) Provide details of performance against targets.
- (f) Provide details of the Council's Library Policy and Procedures and inform KTC of any changes in such procedures.

4.0 **KTC's Obligations**

- 4.1 KTC agrees with the Council to:-

- (a) Provide public access to the Library for the Agreed Hours (see Appendix 2); alteration to the Agreed Hours may take place with the Council's prior agreement.
- (b) Ensure that all library facilities are available to the public during the Agreed Hours.
- (c) Publicise the availability of the library facilities in relevant publicity material produced by KTC.
- (d) Maintain the Library Service quality standards set out in Appendix 1.
- (e) Participate in any public library surveys or statistical collections carried out by the Council.
- (f) Ensure named contact people are available during the Agreed Hours to liaise with the Council.

- (g) Ensure that all staff who have frequent or intensive access to children or vulnerable adults in the library are CRB checked and to provide evidence of this fact whenever reasonably required by the Council.
- (h) Ensure that the guidelines in the Community Library Volunteers Handbook in Appendix 3 are followed.
- (i) Ensure staff attend appropriate training and are aware of the key elements of this agreement
- (j) Inform all staff of any changes in procedures.
- (k) Ensure all staff are aware of current performance against targets.
- (l) Comply with all relevant statutory provisions including, but without limitation, those relating to health and safety at work, disability discrimination and equalities. (see Appendix 6)

Assignment and Subcontracting

- 4.2 KTC agrees with the Council not to assign this Agreement and shall not subcontract all or part of the delivery of the Service except with the Council's previous written consent and subject to such conditions as the Council may include as part of any such consent.
- 4.3 Where subcontracting has been authorised KTC shall remain fully responsible for compliance with the terms of this Agreement.

5.0 Monitoring and Review

- 5.1 The Council and KTC will jointly review the Service within nine months of the Commencement Date and thereafter shall do so annually.
- 5.2 The review will cover:-
 - (a) All aspects of this Agreement.
 - (b) Performance against targets.
 - (c) Assessment of feedback from customers.
 - (d) Review and updating of the Appendices.
 - (e) Any other relevant matter.

6.0 Insurance

- 6.1 KTC shall indemnify the Council against all actions, claims, damages, costs and other expenses in relation to the injury to or death of any person and loss of or damage to any property real or personal which is attributable to the negligent act or default of KTC in connection with the Service.
- 6.2 KTC shall have in place throughout the term public liability insurance against its liabilities under clause 6.1 for the minimum sum of £5 million in respect of any one incident.
- 6.3 KTC shall have in place throughout the term employer's liability insurance in a minimum sum insured of £10 million for each and every claim, act or occurrence or series of claims, acts or occurrences.

6.4 The Council will insure the contents belonging to the Council. KTC shall be responsible for insuring the contents belonging to KTC.

7.0 **Data Protection**

7.1 In respect of personal information owned by the Council, the Council is the Data Controller and KTC is the Data Processor under the terms of the DPA.

7.2 KTC shall maintain appropriate confidentiality and security arrangements in respect of Personal Data and must comply fully with the principles of the DPA when processing the Personal Data.

7.3 KTC shall ensure that Personal Data will:-

- (a) Be processed fairly and lawfully in accordance with the requirements of the first principle of the DPA.
- (b) Be processed only for the purpose(s) of the provision of the Service and will not be processed for any other purpose(s) without the approval of the Council.
- (c) Be adequate, relevant and not excessive in relation to the purpose(s) specified.
- (d) Be accurate and, where necessary, kept up to date.
- (e) Be secured to prevent unauthorised or unlawful processing and to protect against loss, destruction or damage.
- (f) Be held for only as long as necessary to meet the purpose(s), which will be for a period of six years in accordance with the Council's retention and destruction policy.
- (g) Not be transferred to any Country outside the European Community without the approval of the Council.
- (h) Be processed in accordance with the rights afforded to individuals under the DPA.

7.4 KTC shall ensure that its staff and volunteers who have access to the Council's data comply with the requirements of this clause and shall ensure that they receive appropriate Data Protection training and understand their responsibilities under the DPA in respect of Personal Data.

7.5 If KTC receives any requests for Personal Data, these requests will be referred to the Council's Data Protection Officer as soon as practicable after receipt.

7.6 KTC shall be liable for and shall fully indemnify the Council against all claims, demands, actions, costs, proceedings and liabilities of any sort which the Council incurs due to KTC's breach of this clause.

7.7 KTC shall provide to the Council on request evidence of its compliance with this clause to the Council's reasonable satisfaction.

7.8 The obligations set out in this clause shall remain in force notwithstanding termination of the Agreement.

8.0 **Freedom of Information**

8.1 KTC acknowledges that the Council is subject to the requirements of FOI and shall assist and cooperate with the Council to enable the Council to comply with any information disclosure requirements.

9.0 **Confidentiality**

- 9.1 KTC shall keep confidential all information obtained from the Council or through its provision of the Service which is confidential information.
- 9.2 Subject to clause 9.3 the Council shall keep confidential all confidential information provided to it by KTC.
- 9.3 Nothing in this clause shall prevent the Council or KTC from disclosing information under or in accordance with any legal requirement, or in accordance with any lawful requirements made by the Courts or by any regulatory body or Inspectorate established by law.

10.0 **General**

- 10.1 Either the Council or KTC may terminate this Agreement by giving written notice to the other in the event that the other party has committed a fundamental breach of the terms of this Agreement.
- 10.2 This Agreement does not create a legal partnership between the Council and KTC.
- 10.3 This Agreement is intended to be legally binding.
- 10.4 Any notice to be served under the provisions of this Agreement shall be sent by Recorded Delivery to the addresses which appear on page 1 of this Agreement.
- 10.5 This Agreement does not create any interest in property whether in the nature of a tenancy or otherwise.

Signed by authorised representatives of the Council and KTC

.....
(for the Council)

.....
(for KTC)

APPENDICES

- 1. Innovation quality standards for presentation and behaviour for North Yorkshire Community Libraries
- 2. Agreed Hours
- 3. Community Library Volunteers Handbook
- 4. Annual performance targets
- 5. CRB checks
- 6. Equalities

Appendix 1

Innovation Quality Standards

for Presentation and Behaviour for North Yorkshire Community Libraries

The North Yorkshire Quality Standards for Community Libraries

Hosting and welcoming skills:

We will be friendly and welcoming, sensitive to people's individual needs, so that our customers linger and enjoy their visit, by

- acknowledging and making eye contact with customers when they arrive (and leave!)
- using positive body language, a calm even tone of voice and being open and approachable
- recognising the different needs of customers and offering assistance where appropriate

Finding out what people want and providing it, we will

- find out what people want to ensure we give them what they require
- use open ended questions and verify what we are being asked for
- **check that the customer is satisfied** and ask if they need anything else before we leave them

Presentation

Our library will be clean and smart inside and out and a pleasure to visit

- Our opening hours will be clearly visible with a phone number for renewals and our web address
- Our entrance will be clutter free

Displays

We will show off our best material

- Only our best material will be displayed face on
- Books will be shelved in the right order
- Stock will be regularly weeded and current
- Returned books will be made available **promptly**

Posters, brochures and community information

We will support our community by displaying and providing relevant information, by

- actively encouraging people/organisations to make use of Engage
- displaying posters and leaflets on appropriate equipment/furniture and ensuring they will not be out of date

Maintaining High Standards

Nominated volunteer will perform daily checks on Quality Standards

Kirkbymoorside Library
Agreed Hours opened by KTC

Monday 10am – 1pm

Tuesday

Wednesday ?

Thursday 2pm – 7pm

Friday



North

Yorkshire County Council

Appendix 3

Community Library Volunteers Handbook

For

Kirkbymoorside Library

April 2013

Kirkbymoorside Library

Annual Performance Targets 2013/14

We collect performance information from all North Yorkshire libraries, which helps us to monitor how well we are serving the people of North Yorkshire and to report to senior managers.

The targets are adjusted each year, based on performance of the previous year and aspirations for the coming financial year.

By opening the library, Kirkbymoorside Town Council will be helping us to reach our targets.

Most of the information is collected automatically by TALIS through the RFID machine but some we need you to collect and send to us (see attached form Appendix 4a)

We will share Kirkbymoorside Library's performance information with you as KTC is contributing to this. The SDO will discuss it with you when she visits.

KTC collects

Number of Hours Open

Number of Visits

Number of Volunteer Hours

Number of Volunteers – annual figure of the total number of people who have volunteered during the year.

(KTC Staff support hours?)

Criminal Records Bureau (CRB) checks

Community groups only need to carry out a CRB check on a volunteer if the position requires an individual to have frequent or intensive access to children or vulnerable adults. This might be the case if they are supervising homework clubs or running a story time activity, although if the children's parents are present then no CRB check would be needed. If you are unsure whether an activity would count as having 'frequent or intensive access' and would like more advice please contact Juliet Pudney on 01609 532710 or Juliet.pudney@northyorks.gov.uk

Community organisations carrying out functions requiring volunteers to have CRB checks need to use an umbrella organisation which can provide access to the Criminal Record Bureau's standard and enhanced CRB checks service.

North Yorkshire and York Forum is one local organisation which provides an umbrella service. The service provided includes training and ongoing support for organisations and costs consist of a £40 registration fee for each authorised signatory at the organisation plus £12 per check. Other organisations can also provide CRB checking.

For each library North Yorkshire County Council will pay for any necessary CRB checks for their initial group of volunteers. The Active Communities project will cover the £40 registration fee where the Forum is used. Checks will only be carried out when the volunteer role meets the criteria in the first paragraph above.

Thereafter the cost of checks will need to be met by the community group. This ought not to be too onerous as most volunteers will not need to be checked and those who do will only need to be checked every 5 years. It would therefore be a matter of funding checks for new volunteers in specific roles.

Equalities

The Equality Act 2010 applies to everybody who provides a service to the public. The library service expects community library staff and volunteers to treat everyone who uses their community library with dignity and respect. The Equality Act 2010 describes the legal obligations. What follows is basic information about what the Equality Act requires.

- Service providers must not discriminate against people because of age, disability, sex (gender), sexual orientation, race, religion or belief, transgender, pregnancy or maternity. These are called “protected characteristics”. The following examples illustrate ways of discriminating:
 - Not letting someone use the library because they are a certain age, or race or have a disability would be **direct discrimination**.
 - **Indirect discrimination** occurs when a policy or rule affects some people differently because of a protected characteristic. Only providing services in the evening could result in indirect discrimination against older people or younger children who are less able to use services independently at night.
 - Asking the carer of a child with attention deficit hyperactivity disorder to sit at the back during an author event because of fears that the child might be disruptive would be **discrimination by association**.
 - Not asking someone to join a library reading group because the organiser thinks the person is gay would be **discrimination by perception**.
- Service providers must not victimise anyone because they have complained about discrimination (against themselves or someone else).
- Service providers must not harass anyone because of a protected characteristic. Jokes about age or race or sexuality can be harassment i.e. unwanted behaviour that makes someone feel uncomfortable.
- Service providers have an anticipatory duty to think about the needs of disabled people who might want to use services and make reasonable adjustments to meet these needs before being asked.