

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. **KMSTC** Kirkbymoorside Town Council, Town Council Office, The Shambles, Crown Square, Kirkbymoorside, North Yorkshire, YO62 6AY

BACKGROUND

1. KMSTC 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 KMSTC.

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 KMSTC 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 KMSTC
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) Volunteers include staff.

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 KMSTC 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 volunteers 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 KMSTC of any changes in such procedures.

4.0 KMSTC's Obligations

4.1 KMSTC agrees with the Council to:-

- (a) Use its best endeavours to 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. KMSTC will inform the Council as soon as possible where there are not enough volunteers to provide public access to the Library during the Agreed Hours.

- (c) Publicise the availability of the library facilities in relevant publicity material produced by KMSTC.
- (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 volunteers 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 volunteers attend appropriate training and are aware of the key elements of this agreement
- (j) Inform all volunteers of any changes in procedures.
- (k) Ensure all volunteers 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 KMSTC 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 KMSTC shall remain fully responsible for compliance with the terms of this Agreement.

5.0 Monitoring and Review

- 5.1 The Council and KMSTC 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 KMSTC 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 KMSTC in connection with the Service.
- 6.2 KMSTC 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 KMSTC 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. KMSTC shall be responsible for insuring the contents belonging to KMSTC.

7.0 Data Protection

- 7.1 In respect of personal information owned by the Council, the Council is the Data Controller and KMSTC is the Data Processor under the terms of the DPA.
- 7.2 KMSTC 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 KMSTC 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 KMSTC shall ensure that its 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 KMSTC 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 KMSTC 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 KMSTC's breach of this clause.
- 7.7 KMSTC 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 KMSTC 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 KMSTC 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 KMSTC.
- 9.3 Nothing in this clause shall prevent the Council or KMSTC 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 KMSTC 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 KMSTC.
- 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 KMSTC

.....
(for the Council)

.....
(for KMSTC)

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