

**SERVICE LEVEL AGREEMENT IN RELATION TO  
PEASEDOWN ST JOHN YOUTH HUB**

*June 2019*

**1. Introduction**

1.1 This document is a formal agreement between Bath and North East Somerset Council (the Council) and St John's Church Peasedown St John (the Church), defining the main responsibilities of each party for the running of Peasedown St John Youth Hub, Bath Road, Peasedown St John, Somerset BA2 8DH (PSJ Hub), to be known in the future as The Hive Project. It is supplementary to the legal Lease and will run for the same duration. This Service Level agreement will only come into effect on completion of the lease and the terms of the Lease will at all times prevail in the event of any conflict between the two.

1.2 The Council is responsible for ensuring recreational and educational leisure-time activities for the improvement of young people's well-being, and sufficient facilities for such activities.<sup>1</sup> To contribute towards this provision, it sought expressions of interest for the management of its Youth Hubs from organisations who would ensure open access positive activities for any young people who wanted to access them whilst also continuing to make the buildings available to the local community. The Church expressed an interest in taking over the management of PSJ Hub on this basis. The Council is willing to undertake an asset transfer relating to these premises and to abate the commercial rent that would otherwise be charged upon fulfilment of the requirements set out below.

1.3 The Council and the Church have therefore agreed to work together in the operation of PSJ Hub for the benefit of residents of Bath and North East Somerset, particularly for young people and adults living in Peasedown St John.

**2. Nominated Representatives**

2.1 Each of the parties will at all times have a person responsible for the relationship between the two organisations.

2.1.1 The Trustees' nominated representative is the Chair of The Hive Management Committee or such other individual as notified in writing in advance to the Council.

2.1.2 The Council's nominated representative is, on an interim basis, Sally Churchyard, or such other individual as notified in writing in advance to the Church.

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<sup>1</sup> Section 507B Education Act 1996 and Statutory Guidance on securing access for young people to positive activities.

### **3. Lease Agreement**

3.1 PSJ Hub will be let to the Church for 30 years commencing on the date the lease is signed.

3.2 The arrangement will be subject to an annual rent as set out in the formal Lease. The rent will be abated to a peppercorn per annum on fulfilment of the following throughout the term of the lease:

- i. The Church will ensure delivery of two evenings per week (for 2 hours per evening, for 44 weeks per year) of accessible, 'open access' positive activities for young people aged 13-19. Although the nature of these activities is not defined, they are to be designed with the full participation of young people for the improvement of their well-being as defined by the outcomes in the local Children and Young People's Plan (children are safe, children are healthy (physically and emotionally), children have fair life chances and children are active citizens within their own community). The activities are to be open to any young people in this age group. There is an existing group of young people who enjoy open access provision at PSJ Hub and it is hoped that the same young people will feel able to access the new provision;
- ii. The premises are to be used for the direct benefit of a diverse range of people from Bath and North East Somerset, and particularly Peasedown St John, including children, young people, families and older people. This will primarily take the form of provision of public rooms for recreational and educational purposes, together with ancillary office space and catering facilities. Organisations that already make regular use of the premises will be allowed to remain for at least 12 months from the date of this agreement and be given 3 months' notice of any change in terms. In particular, Peasedown St John Primary School is to have full use of the sports hall and the outside multi use games area throughout school terms, Monday to Friday, throughout the school day, until it has its own suitable facility (estimated to be in spring 2021). An agreed annual rent will be paid for this use;
- iii. The Church agrees to the Council's use of the premises as a Polling Station for local and national elections. This is subject to reasonable notice being given in order not to disrupt other long-term community users and the provision for young people.
- iv. All use made of PSJ Hub will be consistent with the Council's commitment to ensuring that no resident of, or visitor to the area, job applicant, employee or other person associated with the Council is treated inequitably or in an unlawful or unjustifiably discriminatory manner;
- v. All use of PSJ Hub will be consistent with and complement the Council's corporate priorities, vision and values, as set out in the appendices below.

#### **4. Council obligations**

##### **4.1 The Council will:**

- i. Cease to occupy the building or use it for management, administration, storage or delivery of its own services unless by separate agreement;
- ii. Surrender all furniture and equipment left in the building to become the property of the Church and cease to have any responsibility for their use or upkeep;
- iii. Take all necessary steps to inform utility companies, insurers, the rating authority, security companies, the postal service and cleaning contractors when it ceases to manage PSJ Hub. Its obligations and service requirements will end on the date the lease commences and those utilities accounts will transfer to the Church as soon as possible after this date. As there may be a delay in the Council receiving bills in relation to some of these accounts, it will invoice the Hive for the costs of all such services from the date of the lease when the Church will be deemed to have taken on management responsibilities;
- iv. Through its contract with Youth Connect, the Council will offer support in planning and delivering positive activities for young people, including support with grant and other funding applications.

##### **4.2 The Church confirms it has in place for the Hive Project:**

- i. A constitution that is robust and sufficient and is compatible with the corporate priorities, vision and values of the Council as included in the appendix;
- ii. Competent Trustees (or access to appropriate advice) for relevant budgetary and building management;
- iii. Arrangements to publish an annual report containing information about relevant activities provided and planned and a summary of the budget, evidencing their ability to continue to manage and maintain PSJ Hub and fulfil all the requirements and/or to make this information available upon request.

##### **4.3 Except as otherwise specified, the Church will be responsible via the Hive Management Team for:**

- i. All costs of keeping the interior of PSJ Hub in good repair and good decorative order and keeping the external areas tidy and free of obstruction, and of delivering the services and providing community access defined in 3.2;
- ii. Providing all legal agreements, payments, charges and obligations whatsoever arising from operating PSJ Hub;
- iii. Obtaining, maintaining and complying with all necessary licences and consents and complying with all relevant legislation in relation to the management and use of PSJ Hub;
- iv. Preparing and complying with its own safeguarding policy and procedures, ensuring these are consistent with safeguarding practices as endorsed by the Local Safeguarding Children's Board;

- v. Complying with health and safety regulations and legislation, in respect of all users of the premises, volunteers, staff, contractors and other visitors;
- vi. Managing the use of the premises, including enabling wider community use. All terms and arrangements for admission, entry and use of the premises, including any charges made will be put in place by The Hive Management Committee
- vii. The security of PSJ Hub, including but not limited to following appropriate procedures to ensure the security of the building;
- viii. The Hive Project will provide its own contents and public liability insurance;
- ix. Upon termination of this agreement, if the lease is not renewed, agree with the Council what, if anything, is to be left in the building and undertake to remove from the building all contents that the Council does not wish to retain.

**5. Review**

- 5.1 The Council will arrange a review meeting six months after the date of this agreement, and thereafter annually, to discuss the arrangements and ensure that both parties are fulfilling the requirements of this Service Level Agreement.
- 5.2 If there are any concerns about The Church’s ability to meet its obligations, both parties to this agreement will arrange to meet as soon as possible to discuss the issues and to resolve them through an action plan for improvement.
- 5.3 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the Courts of England.

**6. Signatories**

Signature of Authorised Officer for the Church:

Name and Position:

Date:

Signature of Authorised Officer for Council:

Name and Position:

Date:

SEPTEMBER 2018

# We are Bath & North East Somerset – Changing Together

## Our hierarchy of priorities

1. Protecting and caring for our most vulnerable
2. Nurturing residents' health, safety and wellbeing
3. Providing ways for everyone in the community to reach their full potential

## Our vision

"We are outcomes driven working to provide the right services and solutions for our communities. Our culture is open, owns decisions and is resilient. We trust each other to act in the best interest of residents, customers and colleagues."

## At B&NES we will...







**Learn** from everything we do. We apply our learning to continually make improvements.

**Use evidence** to make informed decisions to find cost effective solutions and reduce demand.

**Embrace diversity** and value everyone's contribution.

**Be resourceful** and efficient by reviewing our processes, removing duplication and making digital preferences.

## Our values and behaviours

 <p><b>Integrity</b> We are transparent and build trusting relationships</p>	 <p><b>Collaborative</b> We will work together to create efficient and sustainable solutions</p>	 <p><b>Accountable</b> We will all take responsibility for our actions</p>
 <p><b>Caring</b> We will always do our best for each other and our customers</p>	 <p><b>Curious</b> We will ask questions and listen to understand and improve</p>	 <p><b>Outcomes driven</b> We will create solutions and deliver</p>

Bath & North East  
Somerset Council

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