



Service and Funding Agreement Between
Torrige District Council &

The Burton at Bideford
2016/17 – 2020/2021

PART 1 – GENERAL CONDITIONS

Parties

This is an agreement between:

Torrige District Council (“the Council”) of Riverbank House, Bideford, Devon EX39 2QG; and
The Burton at Bideford incorporated and registered in England and Wales with company number 9808860 whose registered office is at The Burton Art Gallery and Museum, Kingsley Road, Bideford, Devon, EX39 2QQ (“the Charity”).

1.1 Object of Agreement

- 1.1.1 The Council agrees to provide funding for the of provision of Arts and Museum services at the Burton Art Gallery and Museum as set out in this agreement.
- 1.1.2 This agreement regulates the investment by the Council in services provided by the Charity for the benefit of the residents of Torrige and the surrounding area and the relationship between the Council and Charity in respect of those services. It is not intended to deal with any additional or specialist services which may be provided through other contracts or separate funding arrangements.

1.2. Duration of the Agreement

The agreement will commence on 1st April 2016 for a duration of 5 years covering the 2016/17, 2017/18, 2018/19, 2019/2020 and 2020/2021 financial years.

1.3. The Parties’ Obligations

The Council agrees to make the payments specified in Part 3 of this agreement (Financial and resourcing arrangements) subject to over-riding budgetary constraints.

1.4. Status of Service Provider

In carrying out this agreement, the Charity is acting in its own right as an independent organisation, and not as agents of the Council.

1.5. Management

Responsibility for the management of the Burton Art Gallery is vested in the Charity Trustees, the membership and operation of which are set out in the Articles of Association of the Charity.

1.6. Parties’ Representatives

The Council and the Charity will each appoint a contact officer for the purpose of timely and structured communication.

The role of the Council contact officer is to:

- be the initial point of contact within the Council for the Charity;
- monitor level of service through consideration of the information set out in Part 5 of this agreement,
- attend meetings with the Charity's contact officer and with the Charity trustees upon request and subject to reasonable notice being given,
- inform the Charity of the amount of funding consideration for the forthcoming years,
- inform the Charity in a timely manner of any issues which may have an effect on the implementation of the service provision in this agreement,
- provide information, advice and support to the Charity as reasonably required,
- so far as is possible, ensure that the role of the Charity and its services is understood within the Council and by elected members,
- inform the Charity of any change in the Council's contact officer.
- carry out an Equality Impact and Needs Assessment if funding is reduced or cut.

The role the Charity's contact officer is to:

- be the initial point of contact within the Charity for the Council,
- provide the information required in Part 5 of this agreement, as approved by the Charity trustees,
- attend meetings with the Council's contact officer as appropriate upon request and subject to reasonable notice being given,
- invite the Council's contact officer to meetings with the Charity trustees as appropriate,
- inform the Council in a timely manner of any issues which may have an effect on the implementation of the service provision in this agreement,
- inform the Council's contact officer, in writing and in a timely manner, if there is a proposal by the Charity to change or reduce the core services set out in Part 2 of this agreement or any particular matters which may affect the Charity's ability to provide the core services
- inform the Council's contact officer of any major change to the Charity's financial budget
- inform the Council's contact officer of any change to the Charity's Memorandum & Articles of Association

At the time of signing this agreement the parties' contact officers will be the Commercial and Leisure Services Manager of Torridge District Council and the Visual Arts Manager of the Charity.

1.7. Legislative Compliance

The Charity shall comply with any legislative requirements that they are required to meet including the Health and Safety at Work Act, 1974 and any other Acts, Regulations, Directives or Orders etc. about health and safety. It will also comply with other relevant legislation including charity law, equalities legislation and employment law.

1.8. Insurances

The Charity will arrange adequate insurances to cover such liabilities as may arise in the course of the organisation's work.

1.9. Dispute Resolution

1.9.1 If either party considers the other to be in breach of their duties under this agreement or has a grievance about some aspect of the agreement's operation, the parties shall make every effort to resolve the issue through joint discussions. Where this fails:

- The written complaint should be provided to the party considered to be in breach, within 10 working days of discussions ending.
- A written response should be sent within 10 working days including proposals for resolving the alleged breach.

1.9.2 If the response does not resolve the issue, the initiating party may request in writing, a meeting of the authorised signatories (or their successors). Where possible the meeting should be held within 10 working days of the contact officer receiving the request.

1.9.3 Where the meeting does not resolve the complaint, the issue should be considered by the Charity trustees and/or the relevant Council officer or in accordance with the Council's complaints procedure. Any submissions should be sent in writing in advance of the meeting to the other party and representation permitted.

1.9.4 If either party is dissatisfied with the outcome as notified to it in writing within five working days of the meeting, arbitration can be requested and this will take place with a mutually acceptable external party.

1.10. Review

Any amendments will need agreement in writing by both parties. Either party can request an annual review.

1.11 Renewal

This agreement shall commence in accordance with clause 1.2 and shall continue, unless terminated earlier in accordance with clause 1.12 for 5 years (**Initial Term**), when it shall terminate automatically without notice unless, no later than 24 months before the end of the Initial Term (or any Extended Term agreed under this clause), the parties agree in writing that the term of the agreement shall be extended for 5 years (**Extended Term**). Unless it is further extended under this clause or terminated earlier in accordance with clause 1.12, the agreement shall terminate automatically without notice at the end of an Extended Term.

1.12 Termination

Either party giving the other party six months' notice in writing of termination of this agreement.

PART 2 – SERVICE OBJECTIVES AND SPECIFICATIONS

2.1 Aims and Principles of the Service

The Burton Art Gallery and Museum aims to be recognised as one of the leading cultural venues within the South West. Synonymous with the most exemplary forms of its practice and attracting a wide range of audiences of all ages from the local and international communities alike it provides the opportunity to access and engage with artists, collections and exhibitions on all levels.

It does this by -

- Bringing into the region and initiating exhibitions of significance that enable visitors to see aspects of British and foreign material not represented within its permanent collections.
- Collecting, safeguarding and making accessible artefacts and artworks, with specific relation to local artists, local landscape or heritage and local interests.
- Putting education at the core of the organisation enabling all our visitors and users to engage with our collections and exhibitions for inspiration, learning, research and enjoyment.
- Delivering its services in accordance with the Charity's articles of association and charitable objects.

2.2 Services To Be Provided Under This Agreement

Funding from the Council is provided to support the Charity in delivery of the following services operating within the Charity's business strategy and charity objects.

- Management and maintenance of the Council's and its own collections and accessions in accordance with the applicable policy
- Visitor Information Services
- Public access to arts and cultural activity
- Management and maintenance of the physical assets in accordance with lease or other provision

2.3 Funding Amount

Funding will be provided by the Council for an initial 5 year period as set out in the table below subject to overriding budgetary constraints. The Council will inform the Charity of any proposed changes to the proposed funding for any year in the preceding October or as soon as it is aware that a change may be proposed and in any event as soon as reasonably practicable once it is in receipt of such information,

on the understanding the funding will not be formalised until the budget is set by the Council in the preceding February.

2016/17	2017/18	2018/19	2019/20	2020/21	Five year Total
£179,958	£176,837	£174,249	£173,348	£169,775	£874,167

2.4 Circumstances Beyond the Charity's Control

The Charity will not be held responsible for any interruption in or disruption to the core services due to circumstances beyond its control.

PART 3 – FINANCIAL AND RESOURCING ARRANGEMENTS

3.1 The Council's agreement to the amounts to be paid to the Charity for the financial year beginning April 2016 shall be advised following the Council's annual budget meeting in February 2016. The amount to be paid in each successive year shall also be set out as per the Services and Funding agreement and confirmed following the Council's annual budget meetings in February of the preceding financial year.

3.2 All amounts quoted under this agreement are exclusive of VAT.

3.3 The amount funded under this agreement will be paid by the Council to the Charity as follows:

3.3.1 in advance and in full on 1st April for the periods 2016/2017 and 2017/2018; and

3.3.2 in advance in each following year by way of two instalments, 60% of the funding payable on 1st April of any such year and the remaining 40% payable on 1st October of that same year.

PART 4 – REPORTING ARRANGEMENTS

- 4.1 Reports will be provided by the Charity to the Council.
- 4.2 Senior representatives of Council and Trustees will meet at least six monthly to discuss matters of operation and forward strategy
- 4.3 Trustees or their nominated representatives from the Charity will be available to attend meetings and Committees of the Council as requested (and upon reasonable notice).

PART 5 – REPORTING INFORMATION

- 5.1 The Charity will produce their current 5 year business strategy document, and will supply a copy to the Council's contact officer. This should be timed to be in accordance with the Council's budget setting process.
- 5.2 The Charity shall provide to the Council annually the following:
- Copies of relevant insurance documentation
 - Copies of the Accounts
 - A copy of the annual report
 - Details of the visitor numbers for the preceding 12 months
 - A copy of the programme of events for the following 12 months
 - Up to date details of the Charity Trustees
- 5.3 The Charity shall provide the Council with budgets and targets for each year with quarterly updates giving:
- Fundraising - % of target achieved and comparison to previous year
 - Shop sales - % of target achieved and comparison to previous year
 - Craft Gallery - % of target achieved and comparison to previous year
 - Footfall to the Gallery - % of target achieved and comparison to previous year
 - Number of visits from schools and hard to reach groups
 - Information on upcoming exhibitions
 - Number of new partners and details of partnership

PART 6 - OBLIGATIONS OF THE CHARITY

- 6.1 the Charity shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998, and the Equality Act 2010, in the performance of this Agreement as it were a public body (as defined in the Human Rights Act 1998) and shall ensure that it does not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise).

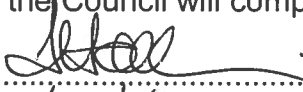
- 6.2 The Charity shall operate a separate pension scheme for new employees.
- 6.3 The Charity shall be responsible for providing all insurances required for the operation of the business and provide evidence to the Council on an annual basis.
- 6.4 The Charity shall inform the Council of any significant litigation that might adversely affect the Charity.
- 6.5 The Charity shall conduct its business in a prudent and business-like manner.
- 6.6 The Charity shall not do or omit to do anything which may lead it to become a regulated company for the purposes of Part V of the Local Government & Housing Act 1989.
- 6.7 The Charity shall establish a criteria for appointment of trustees and advertise any vacancy as it arises in accordance with Charity Commission guidance.
- 6.8 The Charity shall co-operate with the investigations of any statutory regulator.

PART 7- OBLIGATIONS OF THE COUNCIL

- 7.1 The Council shall give notice to the Charity of any claims made against it and not take action on that claim if the consequence might cause damage to the Charity.

PART 8 – DECLARATION

On behalf of Torridge District Council I confirm that I have read the agreement as set out above and the Council will comply with the terms and conditions contained within.

Signed: 

Date: 01/04/16

Name of authorised signatory for Torridge District Council: Jamie Hollis

Communications relating to this agreement should be sent to Torridge District Council, Riverbank House, Bideford, Devon, EX39 2QG via email to sean.kearney@torridge.gov.uk or by phone to 01237 428700.

On behalf of the Burton at Bideford I confirm that I have read the agreement as set out above and that the Charity shall comply with the terms and conditions contained within.

Signed:

Date:

Name of authorised signatory for The Charity.....

