

LANCASTER CITY COUNCIL SERVICE LEVEL AGREEMENT

BETWEEN

CULTURAL SERVICES

- and -

DUKES THEATRE

1. PARTIES

This is an agreement between Lancaster City Council (hereinafter called "the Council") and the Dukes Theatre. (hereinafter called "the Dukes")

Lancaster City Council agrees funding for the provision of services by the Dukes, as set out in Parts 1-4 of this Agreement.

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Part 2 - Service objectives and specification

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PART 1 - GENERAL CONDITIONS

1.1 OBJECT OF AGREEMENT

The Council wishes to support the services of the Dukes as by doing so, it will achieve a number of its corporate and cultural service objectives (see also Service Objectives and Specifications 2)

1.2 PERIOD OF THE AGREEMENT

The agreement will commence on 1st April 2008 and continue until 31st March 2009, unless it is terminated under 1.15.

1.3 THE PARTIES' OBLIGATIONS

- a) The Dukes agrees to provide the services specified in Part 2 of this Agreement (Service Objectives and Specifications).
- b) The Council agrees to make the grant payments specified in Part 3 of this Agreement (Financial and resource arrangements).

1.4 STATUS OF AGREEMENT

It is the intention of both parties that this Agreement shall be legally binding. The Council reserves the right to reclaim all/part of the funding provided if it is not used for the agreed purposes set out in this agreement.

1.5 STATUS OF SERVICE PROVIDER

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

1.6 MANAGEMENT

Responsibility for the management of the Dukes is vested in its Board of Trustees, the membership and operation of which is laid down by a constitution of the Dukes.

1.7 PARTIES' REPRESENTATIVES

The Council and the Dukes will each appoint a contact officer.

- a) The role of the Council's contact officer is to:
 - Be the initial point of contact within the Council for the Dukes
 - Inform the Dukes 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 Dukes as reasonably required
 - Set up quarterly monitoring meetings with the Dukes contact officer to consider the information set out in Part 4 of this Agreement
 - Inform Dukes of any change in the Council's contact officer
- b) The role of the Dukes contact officer is to provide the information required in Part 4 of this Agreement and to inform the Council's contact officer, in writing, if there is:
 - a proposal by the Dukes to change or reduce the services set out in Part 2 of this Agreement
 - a major change to the Dukes financial budget
 - a change to the Dukes constitution
 - a change in the Dukes contact officer

The parties' contact officer will be the Cultural Development Manager of the Council and the Director of the Dukes.

1.8 CONFIDENTIALITY

The Council accepts that some of the services the Dukes offers are confidential and that all matters raised by individuals are kept confidential.

The Council expects that the Dukes will not share the contents of this agreement with anyone who is not either a member of the Board of Trustees and who is not an employee of the Dukes, unless formally requested to do so under the freedom of information act.

1.9 STAFFING

- a) The Dukes will be responsible for recruiting and training all staff and volunteers
- b) The Dukes will be responsible for managing all staff and volunteers
- c) All staff and volunteers will hold suitable qualifications/experience for their position
- d) All staff and volunteers will undergo a CRB check (at enhanced level), where required

1.10 HEALTH AND SAFETY

The Dukes shall have regard to the requirements of the Health and Safety at Work Act, 1974 and any other Acts, Regulations, Directives or Orders etc about health and safety, including:

- a) Normal operating procedures
- b) Emergency operating procedures
- c) Risk Assessments
- d) Child Protection Policy (if applicable)
- e) Staff qualifications (including all staff CRB checks at enhanced level, where required)
- f) Suitable staff to client ratios on and off site
- g) Lone working – Risk assessments in place (including a response plan, who to contact)

1.11 INSURANCES

The Dukes will provide proof of adequate public liability Insurance's (Minimum of £5,000,000) to cover such liabilities as may arise in the course of the services provided by the Dukes and will also provide adequate Building and Contents Insurance.

1.12 DISPUTE RESOLUTION

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 party wishing to make the complaint should provide the other with written details, including proposals for resolving it
- a written response should be sent to the initiating party within 14 days
- If the response is not considered to resolve the issue, the initiating party may request in writing to the contact officer, a meeting of the authorised signatories (or their successor)
- where possible the meeting should be held within 14 days of the contact officer receiving the request;
- If either party is dissatisfied with the outcome as notified to it in writing within seven days of the meeting, arbitration can be requested and this will take place with a mutually acceptable external party

1.13 REVIEW

- a) Any required amendments will need to be negotiated and agreed in writing by both parties.
- b) The mechanism used for determining the grant set out in 3.1 cannot be the subject of an amendment under a).
- c) An annual review of the level of services specified in 2.2 will be under taken.

1.14 RENEWAL

This entire agreement shall be subject to a formal review beginning in January 2009.

1.15 TERMINATION

- a) This Agreement can be terminated by either party giving the other party six months notice in writing
- b) Notice can be served if delivered, posted or faxed to the contact officer

PART 2 - SERVICE OBJECTIVES AND SPECIFICATIONS

2.1 PRINCIPLES UNDER WHICH THE SERVICES ARE PROVIDED

- a) By working in partnership with the Dukes, the Council will achieve a number of its corporate & cultural service objectives.

Corporate Objectives 2008-09:

- Deliver cost effective services that provide value for money
- Provide customer focused, accessible services
- Make our district a cleaner and healthier place
- Contribute to a safer society
- Lead the regeneration of our District
- Support sustainable communities and action on climate change
- Ensure that local communities have more influence and involvement in the way services are delivered and decisions that affect them are made

Cultural Services Objectives for this SLA:

- Use the Council's funding as leverage for securing external funding into the arts
- Contribute to the development of an arts strategy for Lancaster District.
- Support the development of Creative Industries
- Use the arts as a way to link to wider agendas such as health & wellbeing, reducing crime and the fear of crime and tourism & regeneration
- To work with the following priority groups e.g. women, people with a disability, people from an ethnic minority background, older people, young people and specifically young people at risk
- To work in priority communities e.g. West End of Morecambe, Poulton, Ryelands, Skerton, Vale, Ridge, and the Marsh

Dukes Objectives for this SLA (must link to some/all the above) and Dukes Key Performance Indicators for this SLA (must link to your objectives above):

The Dukes overall objectives will be driven by its newly adopted Artistic Policy (attached). 2008 will see the continuation of major change within the organisation. We will publish a comprehensive Business Plan, Dukes 2012, in the autumn. At this stage it is possible to outline a number of strategic priorities for 08/09, including:

- Partnership development: regional
- Up-grading and opening the studio
- Completing the staffing re-structure
- Producing high quality productions
- Programming, delivering and marketing a mixed events programme
- Producing a Marketing Strategy
- Creation of a new website
- Re-positioning creative learning, including schools audience development
- One company: integration of DT3/young people into the whole
- Thriving bar
- New income streams
- Effective management of core grants
- Producing a Communications Strategy
- Commissioning new work
- Managing Centros
- Managing risk.

More specifically related to LCC priorities.....

- Use the Council's funding as leverage for securing external funding into the arts
 - Dukes Objectives
 - to prioritise and consolidate relationships with key core funders – ACE (£260k p.a.), Lancashire County Council (£170k p.a.) and North West Vision (£18k p.a.)
 - to generate new investment from new funding streams
 - Dukes KPIs
 - stabilised relationships with core funders with no reduction of income
 - generate new investment for capital works from North West Development Agency (£237k) and ACE (£99k)
 - increased investment from new public sector funding streams
 - increased investment from new private sector funding streams (including £5k sponsorship target)
- Contribute to the development of an arts strategy for Lancaster District.
 - Dukes Objectives
 - to place the Dukes at the centre of arts thinking and strategies of Lancaster City Council, for the benefit of the people of the Lancaster District and the company itself

Dukes KPIs

- to be represented by and reflected in the Lancaster District Arts Strategy

- Support the development of Creative Industries

Dukes Objectives

- to actively connect with and support (where possible) local and regional creative industries
- to develop and enhance partnerships with local arts organisations, including Ludus Dance, More Music in Morecambe, Litfest, Storey Gallery, Nuffield Theatre, encouraging them to reach further and achieve more by working with the Dukes
- to actively encourage young people to develop skills which equip them to go on to careers within the creative industries
- to encourage a broad understanding of the Dukes as an originator of and venue for creative enterprises

Dukes KPIs

- liaison with and offering of subsidised venue support for Grow Creative
- liaison with and offering of subsidised venue support for Creative Lancashire
- enhanced partnership working with Ludus Dance, including planning for a large-scale dance festival of regional and national significance
- enhanced partnership working with Litfest and the Storey Gallery, including discussion and possible delivery of shared events
- enhanced partnership working with MMM, including exploration of (and if applicable planning for) major alternative choirs festival and a performance co-production for 2010
- new partnership working with the Nuffield, including discussion (and possible delivery of) of shared events
- development of a formal partnership, expressed through a Memorandum of Understanding, with at least one of the above organisations
- to develop and deliver a wide range of young people's projects focussed on skills development in drama and theatre, music, technical theatre (lighting and sound) and film-making
- re-positioning of the Dukes as a unique cultural centre for Lancashire through promotional materials.

- Use the arts as a way to link to wider agendas such as health & wellbeing, reducing crime and the fear of crime and tourism & regeneration

Dukes Objectives

- The Dukes is inclusive in outlook; we believe that theatre, film and the performing arts have the power to change people's lives for the better. The Dukes will actively look for ways to deliver on this.

Dukes KPIs

In partnership with Lancashire County Council Integrated Youth Service we will:

- run at least six young people's projects designed to increase their skills, health and wellbeing
- offer at least one creative project to young people at risk and in so doing offer diversionary activities away from crime.
- we will actively promote the vitality and achievements of local young people, providing positive examples of young people's worth and thus reducing people's tendency to demonise and be afraid of young people
- we will also create and open a new studio theatre and associated front of house facilities, increasing the quality and breadth of our culture and tourism offer
- we will seek to attract at least 65,131 attendees across our whole programme, of which we aim to attract 68% (44,289) attendees from outside the district. These figures are informed estimates, based upon 07/08 box office data which shows that, of the attendees whom we have data on, 68% are visitors to the district.
- we will actively engage with the Centros development, designed in part to regenerate the city; we will engage to try to ensure that this development benefits rather than threatens the regeneration of the city.

- To work with the following priority groups e.g. women, people with a disability, people from an ethnic minority background, older people, young people and specifically young people at risk

Dukes Objectives

- The Dukes understands and celebrates the power of the arts to engage and reflect the wide range of communities we serve.

Dukes KPIs

- The Dukes will programme and promote at least one event and/or participatory work aimed at each of the following groups - women, people with a disability, people from an ethnic minority background, older people, young people and specifically young people at risk
- The Dukes will create an audience development strategy for its film programme which will actively seek to increase the number of young audiences for film.

- To work in priority communities e.g. West End of Morecambe, Poulton, Ryelands, Skerton, Vale, Ridge, and the Marsh

Dukes Objectives

- The Dukes will aim to, funding permitting, run a comprehensive audience and participation survey in order to gain detailed information on who our audiences are and also where our participants live. This information will inform the development of the company marketing and education strategies.

Dukes KPIs

- Survey to be completed.

2.2 SERVICES FUNDED UNDER THIS AGREEMENT (Please list what the funding will be used for e.g. to employ a full-time member of staff, to deliver a specific programme(s) or event(s).

- Staffing
- Equipment
- Materials
- Marketing and Promotion
- Programming

2.3 MEANS OF ACCESSING THE SERVICE

The Dukes is to use local, regional and national media to promote itself and its services.

2.4 SERVICE DEVELOPMENT AND IMPROVEMENT

The "partners" ("Lancaster City Council's Cultural Services" and the "Dukes") will work together for the joint aim of enhanced service development and improvement.

2.5 USER FEEDBACK AND INVOLVEMENT

- a) Litfest will operate a procedure for representations and complaints about the service.
- b) The Board of Trustees is to be constituted in such a way as to encourage representation from as wide a range of people as possible.

PART 3 - FINANCIAL AND RESOURCING ARRANGEMENTS

3.1 The Council agrees to make provision within its revenue budget for the payment of a grant to the Dukes for the financial year 2008/09 subject to:-

- a) An agreed and signed SLA

- b) Payment of the grant will be given every quarter in advance, based on submission of a satisfactory report and a invoice
- c) LCC will expect that external funding will be sought

For the financial year beginning April 2008, the Council has agreed that the grant to be paid to the Dukes shall be £151,800 (£37,950 per quarter), for such items as:

- a) Staffing
- b) Equipment
- c) Materials
- d) Marketing and promotion
- e) Programming

For the financial year beginning April 2008, the Dukes must provide the Council (if requested) with a pricing policy to include:-

- a) Commercial fees and charges and what this covers and who that would apply to
- b) Discounted fees and charges and what this covers and who that would apply to
- c) Agree free use by the Council
- d) Income targets
- e) Fund raising/Accessing external funding

- 3.2** The Dukes agrees to submit, to the Council at the end of the year of this Agreement, a copy of its audited accounts (if requested).
- 3.3** Where the Dukes gains a surplus of income from grants, fundraising or other sources in this year, the Council will not seek repayment of any part of the grant. The Dukes will maintain a level of reserves appropriate to meet its financial responsibilities.

PART 4 - MONITORING & PERFORMANCE ARRANGEMENTS

- 4.1** Cultural Services will monitor and evaluate the implementation of the Service Level Agreement and how it performs against corporate & cultural service objectives, on a quarterly basis.
- 4.2** The Dukes will provide a copy of the Annual Report to the Council.
- 4.3** The Dukes will provide information reasonably required by the Council, subject to those requirements not being in breach of clients' confidentiality. Information will not be required more frequently than at quarterly intervals and must include audience feedback, throughput figures and updates on events/programmes.
- 4.4** These monitoring arrangements can be amended by agreement between the council and the Dukes to reflect changes in service practice, for example data collection.
- 4.5** Cultural Services expect that audience registers etc will be produced from every event/programme.
- 4.6** Cultural Services expect that the contact officer for the Dukes will attend regular meetings and if they can not attend then they will send a representative.
- 4.7** The Dukes agrees to include the Lancaster City Council logo on all its marketing, and to add that The Dukes receives funding/support from Lancaster City Council on all website, marketing and press releases.
- 4.8** Cultural Services expect that if any events/programmes are stopped they will be informed immediately.

PART 5 - DECLARATION

On behalf of the 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: _____

(Authorised signatory for Lancaster City Council)

Date: _____

Name of authorised signatory: _____

Address to which communications relating to this agreement should be sent:

Cultural Services
Cultural Development Manager
Lancaster City Council
Town Hall
Morecambe
LA4 5AF

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

Signed: _____

(Authorised signatory for Dukes)

Date: _____

Name of authorised signatory: _____

Address of Dukes Theatre:

Dukes Theatre
Moor Lane
Lancaster
LA1 1QE
01524 598502