

Example Management Agreement

MANAGEMENT AGREEMENT

BETWEEN

MID SUSSEX DISTRICT COUNCIL

AND

[INSERT ORGANISATION NAME]

The Management Agreement is a legally binding document which forms an Appendix to the Lease and failure to comply will mean a breach of the Heads of Terms.

1.0 INTRODUCTION

1.1 Mid Sussex District Council, "The Council" has agreed to subsidise the rent due on [insert name and address of community asset] "The Facility", leased to [insert organisation name], "The Service Provider", and this Agreement sets out the respective obligations of each organisation.

For the purpose of this Agreement the lead representative for each organisation will be the person occupying the position of:

- (a) For the Council: [The Community Facilities Project Officer]
and
- (b) For the Service Provider: [insert main contact]

1.2 This Agreement is for the delivery of a service designed to achieve community and social benefits through the approved use of The Facility, in return for a rental subsidy. The Service Provider is more than a Caretaker for the building which is a community asset at the centre of the local community.

1.3 The parties to this agreement will endeavour to work within the shared principles and approach to joint working, as set out in the West Sussex Compact.

1.4 This Agreement will commence on [insert start date] and will run for a period of [insert lease term], subject to satisfactory performance and review and in accordance with the provisions set out in this Agreement.

1.5 In consideration of the subsidy specified in clause 4, the Council and Service Provider hereby agree the terms and conditions set out in this Agreement.

2.0 SERVICE TO BE PROVIDED

2.1 The Service to be provided in accordance with this Agreement is as follows:

The Service Provider shall make The Facility available between [9am and 11pm seven days per week] unless otherwise agreed with the Council. The Service Provider shall allow the general public, local residents, community groups and other organisations use of the Facility for a minimum of [insert % of community use] of the Available Time every year during the Term.

3.0 SERVICE PROVIDER RESPONSIBILITIES

The Service provider must:

- 3.1 maintain the building so it is kept in good repair, accessible and fit for purpose. Any proposal to vary the facilities provided or make changes to community use of The Facility must be agreed with the Council.
- 3.2 have adequate employers, public liability, buildings and contents insurance as necessary
- 3.3 demonstrate good governance and operate in accordance with the organisation's Constitution. Any proposal to vary the Constitution is to be agreed with the Council and it is not to be changed without prior consultation.
- 3.4 comply with all relevant current and future legislation and regulatory requirements, required in the provision of this Service and ensure up to date policies, procedures and training are in place to address key issues such as Equal Opportunities, General Data Protection Regulation, Safeguarding, Health and Safety, Employment and Volunteering.
- 3.5 ensure all staff, volunteers and Trustees have a Disclosure and Barring Service (DBS) check if deemed necessary for their task or role.
- 3.6 ensure business continuity is in place to cover emergencies, sickness and annual leave.
- 3.7 keep risk assessments, fire checks and evacuation procedures. There must also be an accident procedure and log.
- 3.8 maintain proper and accurate financial records
- 3.9 provide good customer service. Staff volunteers and Trustees should always be inclusive, welcoming and friendly. They should treat each other and users with respect and courtesy and respond to enquiries and questions promptly.
- 3.10 advertise the times at which the Facility may be used by members of the public and organisations; details of the booking officer who must be contacted; and charges made for hiring the Facility.
- 3.11 keep records of bookings, user details and activities. Bookings from charitable, local and not for profit community organisations will take priority.
- 3.12 ensure hire charges do not exceed the Council's standard charges for similar facilities owned by the Council for any period during the Term.
- 3.13 set up a complaints procedure and log; accurately record any complaints and follow agreed procedures. There should be a clear route for complaints, compliments and comments about The Facility.
- 3.14 ensure meaningful stakeholder engagement and participation; listen to feedback and adjust services accordingly. This should be delivered through regular and ongoing consultation and / or the establishment of an Advisory Group consisting of the following representatives (as a minimum):

- x 1 District Council
- x 1 Town / Parish Council
- x 2 user group
- x 1 local resident / neighbour
- x 1 Trustee

- 3.15 allow the Council to appoint a representative to attend and observe all Board / Management Committee meetings.
- 3.16 allow reasonable inspection of financial records, management committee and advisory group minutes, consultation findings, booking records, logs, risk assessments, policies and procedures which must be produced to the Council, if requested.

4.0 RENT SUBSIDY

- 4.1 The Council will subsidise the market rent to the value of [??] per annum, for the full term of the Lease.
- 4.2 If the Service Provider fails to deliver the service or comply with their responsibilities as outlined above, the Council reserves the right to reduce the rent subsidy or reinstate the market rent. In this instance, the Council would take steps to terminate the lease.
- 4.3 The Service Provider will be served written notice and there will be a six month review period prior to any action.

5.0 MONITORING AND REVIEW

- 5.1 The Service Provider shall co-operate and comply with the Council's reasonable processes for the monitoring and evaluation of the service and the Service Providers responsibilities as set out in Section 3 of this Agreement.
- 5.2 This Agreement will be subject to a review meeting and written report, to be produced by the Service Provider which will cover all aspects of the Agreement. Any variations in the Agreement will be considered as part of this review. Review meetings will be scheduled to run concurrently with the rent review dates, as set out in the Lease.
- 5.3 If either party requires a review of any aspect of this Agreement then such review shall take place at the earliest practicable opportunity upon written notice being given to the other party specifying the terms of the review. Determination of any matter under this clause shall be without prejudice to the operation of clauses 6 and 7 when applicable.
- 5.4 Membership of the Review meetings will include such representatives of the Service Provider, its Board and of the Council, as can take decisions required for the proper operation of this Agreement and to take decisions as required by the terms of the Agreement.
- 5.5 The review will include:
 - (a) Details of the service provided and compliance with the specification.
 - (b) Examination of the operational policies and evidence of implementation.
 - (c) Information on finances, staffing and volunteers.

- (d) Premises inspection
- (e) Any breaches of this Agreement or the specification.

6.0 RESOLUTION OF DISPUTES

- 6.1 The parties shall use their best endeavours to resolve by agreement any dispute between them. In the first instance the dispute will be discussed by the lead representatives and may then be referred to more senior officers of both the Service Provider and the Council so as to seek amicable resolution.
- 6.2 In the event that the dispute cannot be resolved through the mechanism set out in 6.1 above the parties may refer the matter to an agreed independent arbitrator whose decision shall be binding.

7.0 TERMINATION

- 7.1 If the Service Provider is dissolved, becomes insolvent or ceases to operate for any reason, the Agreement will terminate immediately and The Facility will be returned to the Council.
- 7.2 This Agreement may be terminated by one party [giving x months written notice to the other party – same as lease agreement].
- 7.3 The Council may terminate this Agreement if the Service Provider, their employees or anyone acting on the Service Provider’s behalf:
 - (a) corruptly offers, gives or agrees to give to anyone any inducement or reward in respect of this or any other Council contract (even if the Service Provider does not know this has been done), or
 - (b) commits an offence under the Prevention of Corruption Acts 1889-1916 or Section 117(2) of the Local Government Act 1972.

Signed by:

Signed by:

Name:

Name:

Position:

Position:

**For and on behalf of
Mid Sussex District Council**

**For and on behalf of
Service Provider**

Date:

Date