

# SERVICE LEVEL AGREEMENT 2013 - 2014

**Between the Tricycle Theatre  
and London Borough of Brent (Libraries, Arts & Heritage).**

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## **Appendix 1**      Quarterly Monitoring Form

### SECTION 1:

## 1.1 Conditions of agreement

THIS AGREEMENT is made on the 24<sup>th</sup> May 2013.  
BETWEEN

The Council of the London Borough of Brent, Libraries, Arts & Heritage Department,  
(the Council) and...

The Tricycle Theatre Company Ltd, 269 Kilburn High Road London NW6 7JR

The purpose of this Agreement is for the Service Provider to supply a management service in conformity to the conditions and Schedules contained herein.

## 1.2 Definitions and Interpretations

Agreement	Means the Service Level Agreement as set out in these Conditions of Agreement and schedules
Authorised Officer	means any person whose name has been notified in writing by or on behalf of the Council to the Service Provider in accordance with Condition 7.1
Conditions	means these Conditions of Agreement set out below
Council	means the Mayor and Burgesses of the London Borough of Brent or any successor body thereto;
Grant Aid	means the amount of money that shall be made available to the Service Provider through a 'grant' from the Council
Premises means	The Tricycle Theatre, 269 Kilburn High Road London NW6 7JR (the Service Provider)
Repayment	means the Repayment to the Council by the Service Provider pursuant to the provisions of Condition 14.
Schedules	means the Schedules attached to the Conditions hereto
Services	means the provision of the management of the Premises and educational services as expressed in these conditions and Schedules
Tricycle	means The Tricycle Theatre Company Ltd, 269 Kilburn High Road London NW6 7JR (the Service

Provider). At some points in this agreement the Tricycle may also be referred to as the Service Provider.

Term means the period from 1st April 2013 to 31st March 2014

Words in the singular include the plural and vice versa;

Words importing individuals shall be treated as importing corporations and vice versa;

Headings are for ease of reference only and shall not affect the construction of the Agreement; and

Reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to such enactment, order, regulation or instrument as amended or re-enacted by any subsequent enactment, order, regulation or instrument.

### **1.3 The Tricycle Theatre Company Ltd's Obligations**

The Tricycle shall:

- 1.3.1 At all times comply with the conditions of the grant aid as set out in this document.
- 1.3.2 In accordance with this document, and in any event to its best endeavours:
  - Operate and manage the Premises for the benefit of its users and customers;
  - Manage the educational arts programme;
- 1.3.3 Upon being required in writing by the Authorised Officer to do so, enter into a reasonable dialogue on the removal from the provision of the Services any employee or voluntary worker employed in the provision of the Services who in the reasonable opinion of the Authorised Officer is guilty of behaviour prejudicial to the conduct of the Services or the interests of the Council.
- 1.3.4 At its own cost, maintain the Premises in accordance with the provisions of the lease.
- 1.3.5 Show in a submission to the council, no later than 3 months after the end of the financial year (next submission due will be due in June 2014 in relation to the 2013-14 financial year)
  - details of the Tricycle staff and voluntary workers
  - a copy of the Tricycle's audited accounts
  - a detailed summary of the Tricycle's end of year's performance against the stated objectives of the 2013-14 Service Level Agreement.
- 1.3.6 Show in a quarterly submission to the council, the progress which has been made (in the previous three months) against the outputs stated in this SLA.

- 1.3.7 The Council shall notify the Tricycle of areas in its submissions which need further consideration. The Tricycle shall then endeavour to make such amendments to the Submissions as are deemed necessary by the Council.
- 1.3.8 Until the Council is satisfied with the contents of the Submissions as revised it will not be able to release the second, third and/or fourth payments relating to and Agreement which has been entered into between both parties or payment for any agreements made in subsequent year(s).
- 1.3.9 The Tricycle shall at all times comply with the requirements of the Health and Safety at Work, etc. Act. 1974, the Management of Health and Safety at Work Regulations 1992 (including the provision by the Service Provider of a copy of its risk assessment under these Regulations when requested by the Council), and of other Acts, Regulations, Orders or rules of law pertaining to health and safety.
- 1.3.10 The Tricycle shall adopt a policy to comply with its statutory obligations under the Race Relations Act 1976 and, accordingly, will not treat one group of people less favourably than others because of their colour, race, nationality or ethnic origin in relation to decisions to recruit, train or promote its staff or volunteers. In addition, the Tricycle shall comply with the Council policy in respect of equality of opportunity as published from time to time in connection with the users of the Services.
- 1.3.11 **Secrecy**  
The Tricycle shall not at any time during or after the Term divulge or allow to be divulged to any person any confidential information relating to the functions or affairs of The Council other than to persons who have signed a secrecy undertaking in the form approved by The Council

#### **1.4 Service Provider's Indemnity**

Where appropriate, the Tricycle shall indemnify and keep indemnified the Council from and against any and all loss, damage or liability (whether criminal or civil) suffered [and legal fees and costs incurred] by the Council resulting from a breach of this agreement by the Tricycle including:

- a) any act neglect or default of the Tricycle or its servants or agents;  
and
- (b) breaches in respect of any matter arising from the supply the Service resulting any successful claim by any third party

#### **1.5 Insurance**

The Tricycle shall maintain at its own cost a policy of insurance to cover its liability in respect of any act or default for which it may become liable to indemnify the Council under the terms of this agreement.

#### **1.6 The Council's Obligations**

The Council shall in consideration of the supply of the Services pay to the Tricycle the sum one hundred and ninety eight thousand pounds (£198,000.00) in four equal quarterly instalments. The first instalment will be due on 1<sup>st</sup> April 2013 and each subsequent instalment will be due at subsequent 3 monthly periods, subject to the Tricycle complying with the terms of the Agreement and following submission of a quarterly monitoring report (see Appendix 1) and an invoice for the appropriate amount to the Council. All submissions for payment should in the first instance be addressed to the Authorised Officer.

#### **1.7 VAT**

All sums payable under this agreement unless otherwise stated are exclusive of VAT and other duties or taxes

#### **1.8 Council's Liability**

The Council shall not be liable to the Tricycle for the death of or injury to the Tricycle's Operatives or loss or damage to the Tricycle's property unless due to the negligence of the Council or its servants or agents.

The Council shall not be liable for any consequential losses to the Council howsoever caused

#### **1.9 Authorised Officer**

The Authorised Officer shall be the Arts Manager Senior Arts Officer, or such other person nominated in writing by the Council from time to time to act in the name of the Council for the purposes of the Agreement.

From time to time the Authorised Officer may appoint one or more representatives to act for him/her generally or for specified purposes or periods. Immediately any such appointment is made, the Authorised Officer shall give written notice thereof to the Tricycle.

If any clarification of the powers and duties of individual officers is required by the Tricycle then this shall be sought in writing from the Authorised Officer.

#### **1.10 Joint and Several**

All agreements on the part of the parties which comprise more than one person or entity shall be joint and several and the singular throughout this agreement shall include the plural and the successor in title to the parties.

### **1.11 Variation**

The Council may require the Tricycle to, a) omit part of the Services, b) provide more Services or c) provide new services (a Variation). The Tricycle shall within 30 working days of a written requirement prepare and submit to the Authorised Officer a written proposal of how such a Variation may be provided taking into account payments from the Council pursuant to condition 6.

If the sums payable to the Tricycle are changed pursuant to condition 12.1, The Tricycle shall within 30 days of a written requirement prepare and submit to the Authorised Officer a written proposal of how the provision of the Services may be affected.

### **1.12 Monitoring**

The Tricycle shall, in accordance with this Agreement, institute at the Commencement Date and maintain throughout the Agreement Period a system designed to ensure the Services are carried out to the standards required in the conditions set out in this Agreement. Furthermore, it is a requirement such systems are appropriate for monitoring performance to the level of detail required under the agreement. Such a system shall be without prejudice to any system instituted by the Council.

The Authorised Officer or its duly authorised representative shall have the right, at any time when any part of the Services are being provided, to have access to and to inspect, to the extent reasonably necessary to ensure the Services are being carried out to the requirements of the Agreement ,

- a) all work places of the Service Provider for the purpose of inspecting work being performed pursuant to the provision of the Services,
- and
- b) the Service Providers records in accordance with the Conditions of Grant aid.

The monitoring regime will include the submission of three brief monitoring reports from the service provider using the proforma attached as Appendix 1 of this Agreement by the Council in June/July 2013, September/October 2013, and January/February 2014. The final report will include more information on core management matters. In addition, it is a requirement of this SLA that audited accounts for the 2012-13 financial year should be submitted to the Authorised Officer together with the first quarterly monitoring report and that this must be submitted to the Authorised Officer prior to the payment of the second annual payment, and that this information be produced to an acceptable standard. (More detail of the financial information that is required can be found in section 5 of this Document). Furthermore, if required by the Council, a more detailed annual review will be undertaken with a minimum of one month's notice.

The Tricycle shall as soon as reasonably practicable provide the Authorised Officer with any information relating to the carrying out of the Services which the Authorised Officer may reasonably request.



### **1.13 Termination**

Either party may terminate this agreement in writing, but in order to do this, either party must give the other party a minimum of six months notice.

If at any time the Authorised Officer is of the opinion that the Tricycle has failed to perform the Services or has failed to do so to the standard required by these conditions or the schedules or has failed to comply with some term or condition of the Agreement, and that such failure or breach is incapable of remedy, or in the event of levying of any distress of execution against the Tricycle or the making by it of any composition or arrangement with creditors or being a company, the Tricycle's liquidation, or in the event that the Tricycle shall have offered, or given, or agreed to give to any person any gift, or consideration of any kind as an inducement or reward for doing, or forbearing to do, or having done or forborne to do any action in relation to the obtaining of the Agreement or any other Agreement with the Council, or for showing or forbearing to show favour or disfavour to any person employed by the Tricycle or acting on the Tricycle's behalf (whether with or without the knowledge of the Tricycle), or if in relation to the Agreement or any other Agreement with the Council the Tricycle or any person employed by the Tricycle or acting on the Tricycle's behalf shall have committed any offences under the Public Bodies Corrupt Practices Act 1887, Prevention of Corruption Acts 1884-1906 and or Section 117 of the Local Government Act 1972 or shall have given any fee or reward to any member or officer of the Council which shall have been exacted or accepted by such officer by virtue of its office or employment and is otherwise than such officer's proper remuneration. Then the Council shall serve on the Tricycle a notice terminating all or part of this agreement.

### **1.14 Termination consequences**

In the event of the agreement being terminated for the reasons contained in Condition 1.13 above the Council will:

- (a) cease to be under any obligation to make further payment until the costs, loss and/or damage resulting from or arising out of the termination of the Tricycle's engagement shall have been calculated; and
- (b) be entitled to employ and pay other persons to provide and complete the provision of the Services or any part thereof; and
- (c) be entitled to deduct from any sum or sums which would but for this Condition have been due from the Council to the Tricycle under this Agreement or any other Agreement, or be entitled to recover the same from the Tricycle as a debt, together with any loss or damage to the Council resulting from or arising out of the termination of the Tricycle's engagement. Such loss damage will include the reasonable costs to the Council of the time spent by its officers in terminating the Agreement, and in making alternative arrangements for the provision of the Services or any part thereof; and
- (d) calculate the cost of any loss and/or damage and other costs arising from the Council's termination of the Agreement and deduct the same from any

sum or sums which may otherwise be due to the Tricycle. The Council will pay to the Tricycle any balance shown as due to the Tricycle or if appropriate will recover any balance shown due to the Council as debt.

The rights of the Council under this Condition are in addition to and without prejudice to any other rights the Council may have against the Tricycle.

The termination of the Agreement, howsoever arising, will be without prejudice to any rights or obligations theretofore accrued or to any provisions which are expressed to be performed after or to survive the termination of this Agreement.

#### **1.15 Notices**

Any demand, notice, or other communication required to be given hereunder shall be sufficiently served if served personally on the addressee, or if sent by prepaid first class recorded delivery post, by telex, electronic mail or facsimile transmission to the registered office or last known address of the party to be served therewith and if so sent shall subject to proof to the contrary be deemed to have been received by the addressee on the second business day after the date of posting or on successful transmission as the case may be.

#### **1.16 Status of the Tricycle**

During the Term of this agreement, the Tricycle shall be an independent Service Provider and not the servant of The Council.

In such capacity the Tricycle shall bear exclusive responsibility for the payment of national insurance contributions and as a self-employed 'person' and for discharge of any income tax and (subject to clause 5) VAT liability arising out of remuneration for the work performed under this agreement

#### **1.17 Business Ethics**

The Tricycle agrees that all financial settlements, reports and billings rendered to the Council under this Agreement shall properly reflect the facts of all activities and transactions made or undertaken by the Tricycle in the provision of the Services and may be relied upon as being complete and accurate in any further recording or reporting made by the Council for any purpose.

The Tricycle shall notify the Council of any error and correct the statements that are in error in writing promptly upon discovery of any failure to comply with this Condition.

The Council reserves the right of access to, and custody of, inter alia, relevant accounts, financial reports, other financial records, documents, computer tapes or disks, all other records and communications on any media, but not unreasonably or vexatiously, in the event of the Council having reason to suspect the Tricycle or his/her Operatives of fraudulent or corrupt dealings in any aspect of the provision of the Services. In this respect the Council may suspend the Agreement or any part of it pending the outcome of any investigations. During the period of any suspension all

payments to the Tricycle will be suspended and the Council may carry out the Services itself or employ other persons to provide the Services at the Tricycle's expense.

#### **1.18 Supersedes prior agreements**

This agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as of the Commencement Date but without prejudice to any rights, which have already accrued to either of the parties

#### **1.19 Determination of Expert**

Without prejudice to any other remedy available to the Council any matter hereby agreed by the parties to be determined by an expert shall be referred for determination by an expert to be nominated jointly by the Council and the Tricycle, or failing such agreement as to the identity of the Expert, within five days, to such Expert as may be appointed, on the application of either the Council or the Service Provider, by a third party. In this case, the Chair of ACE London will be approached.

The Council and the Tricycle shall on request promptly supply to the Expert all such assistance, documents and information as he may require for the purpose of determination, and both the Council and the Service Provider shall use all reasonable endeavours to procure the prompt determination of such reference.

The Expert shall be deemed to act as Expert and not as arbitrator and their determination shall be conclusive and binding upon the parties.

The costs of an Expert appointed under this Condition shall be borne equally by the Tricycle and the Council save as may otherwise be directed by the Expert.

The parties shall carry out their obligations under this agreement pending any decision of the Expert.

## **SECTION 2**

### **Schedules to conditions of contract**

#### **SCHEDULE 1**

**Specification for the management of Brent Council funds under this SLA for the Tricycle Theatre 2013-14.**

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## **2.1 OVERVIEW**

### **2.1.1 Explanation of 2013-14 agreements.**

This agreement is a one year agreement for 2013-14. It is anticipated this agreement may be revised and renewed (subject to the Tricycle's performance in 2013-14 and subject to Council budget constraints) in subsequent years in advance of the start of the financial year. It is also highly desirable that at some point, it may be possible to provide such an agreement for a longer term fixed funding (ie for a number of years), subject to ongoing monitoring and annual review.

### **2.1.2 Core values of Libraries, Arts & Heritage**

Libraries, Arts & Heritage exists as a Service Unit of Brent Council. The Service Unit works towards delivering Brent Council's core values and is particularly keen to ensure delivery of the following value through its activities and those of its partners and service providers. Brent's Arts Development Strategy outlines Brent's four year commitment to arts provision in the borough and centres around four key points:

- Promoting the cultural and creative economy
- Supporting the regeneration and infrastructure investments underway
- 
- Commissioning and promoting art

### **2.1.3 What we are looking for in our service providers**

We are looking to work in partnership with our service providers, to deliver a range of services in line with Council objectives in a spirit of openness and positive communication. If for example, you think there is something missing in the specification, we would like you to suggest ways to overcome this. In turn, we will offer single point accountability within the client team.

## **2.2 BACKGROUND AND PRINCIPLES**

### **2.2.1 Statutory obligations**

- i) Arts services are provided within the statutory framework of the Local Government Act 1972.
- ii) The Tricycle shall ensure that the service operates within appropriate legal and/or professional constraints at all times.

### **2.2.2 Standard conditions of grant**

- i) The Tricycle will at all times be governed by some Standard Conditions of grant aid. To this end, the Council will regard:
  - a) the submission of audited accounts as signed by the chair of your organisation, and the submission of quarterly accounts, as evidence that the service providers fiscal responsibilities in relation to these Conditions of Grant are being carried out;

- b) the submission of an annual report, and conduct of appropriate general and annual meetings, as evidence that the service provider's constitutional responsibilities in relation to the Standard Condition of Grant are being met;
- ii) It will at all times be the responsibility of the elected or nominated officials of the management committee to inform the Council, in writing, of any breaches of these Conditions of Grant.
- iii) The Council reserve the right to make inspections of the service provider's financial and administrative records from time to time, as required.

### **2.2.3 Service development**

The Council will encourage the service provider to use their expertise to continue to introduce innovative developments and enhancements to the service which are consistent with the overall direction of the Council's policy, and in particular are consistent with the core values of Libraries, Arts & Heritage and the corporate priorities of the Council.

### **2.2.4 Specification**

Our concern is primarily with the *outcomes* of service delivery, as experienced by Brent's residents. Our specification therefore expresses our requirements in terms of these outcomes. However, because of the nature of the Tricycle's work, it is not always possible to measure qualitative outcomes effectively. For this reason, as well as seeking to measure quality through satisfaction rates, this SLA also monitors quantity in terms of the range and number of services provided as well as the take-up of those services.

### **2.2.5 Liaison and monitoring**

- i) We believe the best liaison and monitoring practice rests on a foundation of open and regular communication between the client and the service provider. Monitoring should never be seen as an end in itself, since its purpose is ultimately to help improve the quality of the service to the customer. Focusing on outcomes, monitoring will be undertaken to cover:
  - customer/client responses to the services provided
  - complaints
  - customer surveys
  - press coverage achieved
  - statistical performance indicators including:
    - number of Creative Learning opportunities offered
    - number of participants in the Creative Learning Programme's activities
    - number of people using the various elements of the Tricycle.
  - quality of safety measures and response to health and safety inspection
  - income generation
- ii) Where appropriate, the Council will enter into joint monitoring arrangements with other funders including, but not limited to, ACE.



## **2.3 SERVICE OUTPUTS AND OUTCOMES**

### **2.3.1 Service provision**

Where possible, research by The Tricycle, the Council or others may show information on Brent's resident's preferences.

The Tricycle shall ensure:

- The programme of activities reflects the diverse nature of Brent's population.
  - The creative learning programme will reflect the priorities of the Brent Arts Development Strategy.
  - Close working and regular meetings between the Brent Arts Team and the Tricycle Creative Learning team.
  - Planning with Brent Council Arts Officers for at least two Tricycle outputs at the new Brent Civic Centre for the 13/14 financial year (including the opening weekend currently planned for 5/6<sup>th</sup> October 2013) such outputs to include by mutual agreement activities involving young people through the Tricycle's Creative Learning Programme and other activities linked to wider Tricycle professional events.
  - The highest standards of public safety are adhered to including compliance with all relevant Health and Safety legislation for buildings open to the public
  - The management of the organisation and its services is pursued in line with good environmental practices
- ii) The Council recognises that tastes change over time, and the Council and the Tricycle will have to work together to ensure the programmes evolve in response to this.

### **2.3.2 Customer Service**

The service provider shall ensure:

#### **2.3.2.1 Employees**

The Tricycle's employees shall be courteous and efficient at all times.

#### **2.3.2.2 Complaints**

The Tricycle shall have in place a formal complaints procedure.

### **2.3.3 Service eligibility/availability**

The service provider shall provide the Council with a list of charges made to customers and partners. These shall be consistent with the aims of the Council in terms of access to services, value for money, and efficiency. Where special concessions are made available to Brent residents or specific groups of Brent residents, these should be clearly delineated and advertised.



#### **2.3.4 Building and Environment**

Every effort should be made to provide participants and audiences with a welcoming and comfortable space upon entering the Tricycle premises.

##### **Lease agreement**

The Tricycle should operate within the terms of any lease or any other contractual obligations with equipment providers, whether in its core activities or when off site.

##### **Physical presentation and appearance**

The Tricycle shall ensure that customers are provided with comfortable temperature levels, that lighting is adequate for comfort and safety, and that the venue and any other sites used are clean and tidy at all times.

##### **Equipment**

The Tricycle shall ensure all the equipment used on site is of a high standard and complies with all relevant legislation relating to the use of equipment for the public and public events.

##### **Toilets**

Clean, functioning toilets shall be provided for the benefit of visitors to and users of the Tricycle and its various facilities.

##### **Signage**

The Tricycle shall ensure customers can find their way around the building easily through the use of clear and informative signage.

##### **Security**

The Tricycle shall be responsible for all aspects of security of the building.

##### **Health & Safety**

- i) The Tricycle shall comply with the Council's general Health and Safety policy including all regulations relating to public buildings, and shall hold appropriate licences for public performance where appropriate.
- iv) The Tricycle shall liaise with the Council's Health and Safety Services to ensure all relevant health and safety regulations are adhered to, including provision for inspection services. Inspection schedules will be agreed between the Tricycle and the relevant Council unit.

##### **Repair and maintenance**

Responsibility for the repair and maintenance of the building lies entirely with the service provider. The building and equipment shall be maintained by the service provider in such a condition that will allow the services to customers to be properly presented, and will not deteriorate to a condition worse than at the start of the Service Agreement.

### **2.3.5 Quality Assurance**

- i) The Tricycle shall allow verification of the quality system by the Council's nominated officers, if required to do so by the Authorised Officer.
- ii) The Tricycle shall give all reasonable assistance required by the Council's nominated officers in carrying out quality assurance work.

### **2.3.6 Relationships with other Service providers**

The Tricycle may need to liaise with other of the Council's service providers, both to improve its ability to carry out its key tasks, and also to improve their ability to carry out their tasks. The Tricycle (and the Council's other Service Providers) will be expected to conduct these relationships in a spirit of mutual respect.

### **2.3.7 Sub-contracting**

The service provider shall ensure all sub-service providers subscribe to and remain governed by the principles and framework laid out in this agreement, with reference to specification 2.4.

## **2.4. SPECIFICATION**

### **2.4.1 Tricycle Theatre**

- i) In general terms, Brent would like this specific grant to provide opportunities for the Brent community to gain experience of the theatre with an emphasis on young people and the opportunity to participate actively in the arts.
- ii) The Tricycle will produce a new Creative Learning plan for the next three years which will establish key performance indicators for the Tricycle with regards to:
  - Developing sustained relationships with schools in Brent to deliver work that complements and extends the curricula in English (KS2-4), drama and media studies (KS3-5)
  - Consolidating the success of and extending to a wider audience its two flagship projects for social inclusion: *Minding the Gap* (work with refugees and EAL students to develop confidence in speaking and listening) and *Press Road* (a youth theatre-making project taking place on the Press Road estate)
  - Developing excellence in the provision of theatre-making opportunities and pathways into employment in the creative industries for young people aged 11-25
  - Additional work off site with Brent communities where and when feasible.

The specific outputs from the above areas may contribute to the total output requirements stated in section 2.4.4

### **2.4.2 Service eligibility/availability**

Programme elements will be discussed with relevant local and London wide forums, and where relevant offered to sections of the Community that may demonstrate an interest or need.

This includes Brent schools and youth facilities. The Tricycle shall be permitted to impose reasonable conditions on schools relating to participation in the education programme.

#### **2.4.3 Publicity**

The Tricycle will devise a marketing and publicity campaign which builds on the existing popularity of the Theatre, and makes full use of other joint marketing initiatives. The Tricycle shall ensure that identified target groups are aware of the opportunities offered by the Tricycle Theatre name and programme.

The Tricycle shall not produce any advertising materials likely to bring the Council into disrepute.

The Council logo should be used on all major publicity materials and information including posters, programme leaflets, website and any print publicity. The issue of the logo should be appropriate and in relation to other core funders. Failure to comply with this requirement, could result in a termination of this Service Level Agreement.

#### **2.4.4 Quantifiable Outputs to be delivered by the Tricycle**

It is a requirement of this SLA that during the course of the 2013-14 financial year, the Tricycle will provide at least the number of opportunities for participation outlined below:

##### **Professional Theatre**

- 300 theatre performances per year
- 8 different productions, of which at least 3 will be developed by the Tricycle or co-produced with other theatre companies
- 7 visiting productions (25 performances) for child audiences
- 4 production-related education programmes for schools per year. To include background information packs for teachers and related workshops.

##### **Activities for schools**

- 400 sessions for organised school groups, including
  - 300 sessions with refugee groups and students with EAL
  - 60 sessions for mainstream secondary school groups
  - 40 sessions for mainstream primary school groups
- 10 week-long work experience placements for students 15yrs+
- Drama teachers' network providing 6 continuing professional development (CPD) sessions.

##### **Youth Theatre**

- 170 Youth Theatre sessions at the Tricycle for young people aged 11-25

- 70 sessions for young people aged 11-18 living on the Press Road housing estate
- 30 sessions for young people living on the Lynton Close Traveller site
- A week-long festival of young people's work at the Tricycle, produced and programmed by the Young Producers, to include:
  - 4 performances of a new play by a professional playwright, commissioned by the Tricycle for the Youth Theatre
  - 2 performances of a new play performed by the Youth Theatre as part of the National Theatre's 'Connections' programme
  - Screenings of young people's films (both professional and made by young people) in the cinema
  - 20 sessions for schools, young people and families
- 20 sessions of Tricycle Young Producers – a steering group, advising the Tricycle on the direction of programmes for young people and acting as producers for the festival of young people's work
- 3 performances of work created by young people at Brent-organised events outside the Tricycle, including at least two at the new Civic Centre
- 80 after-school workshop sessions for under-11s.

#### **2.4.5 Customer and/or participant response**

Based on the number of people resident in Brent who took up the opportunities offered by the full range of services offered by the Tricycle in 2012-13, in 2013-14 the Tricycle will aim to achieve a level of usage in excess of:

<b>56,100</b>	attendances from across London and the UK at a Tricycle theatre performance
<b>11,960</b>	attendances from people living in Brent at a Tricycle theatre performance or event
<b>51,000</b>	attendances from across London at a Tricycle cinema screening or event
<b>17,840</b>	attendances from people living in Brent at a Tricycle cinema screening or event
<b>18,000</b>	experiences for young people involved in Creative Learning programmes
<b>13,500</b>	experiences for young people living in Brent to be involved in Creative Learning programmes

An 'experience' is defined for the purposes of this SLA as one show, or one participation experience which lasts no longer than half a day, and must be of a valued nature, i.e. direct interaction with artists or a conscious viewing of a display, installation or performance of some nature.

#### **2.4.6 Participant satisfaction**

From January 2013 all participants attending Tricycle Creative Learning programmes should be invited to fill out a satisfaction survey. For performances and more general visitor use of the Tricycle, the organisation will carry out an annual survey each summer to collect visitor feedback.

Not less than 80% of those participating, attending or working in partnership should consider the Theatre and its programmes to be of a high standard and good value for money.

This must be demonstrated through customer surveys and evaluation by the organisation receiving the grant.

#### **2.4.7 Public awareness**

The groups targeted in any given year shall be aware of the Tricycle and its core activities.

This will be demonstrated by surveys or methods devised and managed by the Commissioner/Council on a non annual basis. Not less than 50% of Brent residents asked via council surveys should be aware of the Tricycle Theatre & Cinema, and not less than 40% of the total number interviewed should provide a positive response to the question about whether the Tricycle Theatre and Cinema is an organisation they are proud to have in Brent.

### **2.5 FINANCE**

The fee agreed for providing the services listed in this SLA for 2013-14 is **£198,000.00 (one hundred and ninety-eight thousand pounds)**.

As outlined in section 1.12, it is a requirement of this SLA that prior to the drawdown of the second quarter of the grant, the Tricycle submits audited accounts for the previous financial year, and that these are accompanied by a summary of the Tricycle's actual financial position for the 2013-14 financial year to date and estimated budget for the 2013-14 financial year.

A format for this financial summary is suggested below *as a guide only*. As far as possible, this information should be consistent with your annual accounts and with previous submissions, and should provide sufficient detail to show other sources of funding including grant aid and earned income; spread of expenditure including overheads, operational costs, wages, salaries and fees, and premises costs. You may need to add notes to your figures to explain major changes in accounting practices which reflect inconsistencies across the three years in question.

	2011-12	2012-13	2013-14
<b>Income</b>			
Brent Council			
Other statutory grants			
Restricted funds			
Earned income			
<b>TOTAL</b>	y	y	y
<b>Expenditure</b>			
Salaries and wages			
Fees etc			
Operational costs: technical etc			
Premises (cleaning etc):			
Other overheads:			
<b>TOTAL</b>	x	x	x

## 6 Signatures

Signed by.....

(Position).....Executive Director.....

### on behalf of The Tricycle Theatre

Signed by.....

(Position).....

### on behalf of the London Borough of Brent

Two copies of this document have been produced. Both copies require signatures from the organisation and Cultural Development.  
One copy to be retained by either party.

# Appendix 1

## Quarterly Monitoring Report for the 2013-14 Financial Year

This form is to be completed and submitted with every quarterly invoice for payment under the terms of this SLA. Completion of this document should provide the Authorised Officer with the information it requires to satisfy Brent Council that the Tricycle is delivering services which satisfy the terms of this SLA and which, by delivering against the council's Brent Council's key corporate objectives, offer Brent residents value for money.

Payment of the grant will not be made prior to receipt of a completed version of this form for each quarter period.

<b>Period Covered in this report</b>	<b>Period 1 April - June</b>	<b>Period 2 July - Sept</b>	<b>Period 3 Oct - Dec</b>	<b>Period 4 Jan - March</b>	<b>Running total for year</b>
No of theatre performances					
No of sessions for organised school groups					
No of sessions with refugee groups/ EAL					
No of sessions for socially excluded young people (11-18) at Press Road/ Lynton Close					
No of sessions for under 11s					
No of youth theatre sessions for young people (11-25)					
No of Tricycle Attendees attending a theatre performance or event					
No of Brent Residents attending Tricycle theatre performance or event					
No of attendees at a Tricycle screening or cinema event					
No of Brent Residents					

<b>Period Covered in this report</b>	<b>Period 1 April -June</b>	<b>Period 2 July - Sept</b>	<b>Period 3 Oct - Dec</b>	<b>Period 4 Jan - March</b>	<b>Running total for year</b>
visiting a cinema screening or event					
No of experiences taken up by Brent people involved in Creative Learning Programmes					
No of creative learning packs					
No of CPD sessions for teachers					
Details of latest customer satisfaction and top line results.					
Outline information about productions shown (also info of any film seasons / festivals etc shown)					
Detail of any external funding secured since April 2013					
Any other information you wish to provide					
Signed on behalf of the Tricycle by:					
Date:					