



# Dacorum Heritage Trust

## Service Level Agreement

### Service Level Agreement (SLA) Statement

This Service Level Agreement is between **Dacorum Borough Council** and **The Dacorum Heritage Trust Limited** regarding the Provision of Heritage Services in Dacorum.

#### Parties

- (a) Dacorum Borough Council ("Council") of The Forum, Marlowes, Hemel Hempstead, Hertfordshire, HP11DN.
- (b) The Dacorum Heritage Trust Limited ("DHT") of The Museum Store, Clarence Road, Berkhamsted, Hertfordshire, HP4 3YL.

#### Authorised Representatives

- (a) Dacorum Borough Council – Diane Southam, Assistant Director Place, communities and Enterprise ( or such other individual notified by the Council to the DHT in writing)
- (b) Dacorum Heritage Trust – Fiona Page, Chairman ( or such other individual notified by DHT to the council in writing)

#### Context

Funding provided by the Council for 2023-24 remains at previous level of £58,000 plus a small inflationary increase of £1,160.

The Council understands the merit of engaging residents of all ages with local history.

The Council and DHT will work in partnership to promote Dacorum's heritage and increase civic pride in the borough.

It is understood by both parties that within this SLA, 'The Collections' (Collections) includes those artefacts that can be accommodated within the Berkhamsted Store and Tring container.

In 2020 DHT successfully completed the process of significant change in Board personnel, resulting in the improvement of management capability with a focus on strong governance and strategic planning. The Trustees

continue to develop training and succession plans to ensure management capability in the future.

Museum accreditation has been confirmed as being in place. Re-accreditation is expected at some point in 2024. The preparations for re-accreditation are in progress. It is recognized that re-accreditation may not be achieved without the new lease on the Museum Store being granted.

The Council commits to exploring the merits of commissioning an independent heritage and culture strategy (or such report or strategy the council deems appropriate and will work in partnership with DHT (who will offer professional insight) and other heritage organisations, allowing opportunities for input to the report and seeking ways to effectively support a heritage service that feeds into and serves the wider borough.

There is no substantial space to accept further items in the DHT store, and therefore only limited collections will be accepted unless the Council and/or DHT are able to source additional and suitable accommodation. Due to lack of space for the foreseeable future, further discussion is needed to enable an overview of other collections and if any rationalisation of artefacts can be undertaken.

## 1. Duration

- (a) This agreement will commence on 1<sup>st</sup> April 2023 and will be reviewed by both parties at quarterly review meetings in accordance with section 6.
- (b) Subject to prior termination in accordance with clause 2(c), this agreement will terminate on 31<sup>st</sup> March 2025
- (c) This agreement may be terminated
  - i. in any month of this agreement, on the anniversary of the commencement date by either party having given to the other at least 6 months' prior written notice;

## 2. Outcomes Required

- (a) Dacorum Borough Council will ~~grant DHT £58,000~~ will make the grant payment to DHT to enable them to provide core services as set out in this SLA. In addition to this DHT may be asked to provide additional services subject to additional funding being secured.
- (b) The parties agree that the operation of Heritage Services by DHT will be in order to achieve such outcomes in relation to the funding provided and reasonably required by the Council and as agreed annually at the Service Level Agreement Review, including (but not limited to) the following:
  - I. To engage Dacorum residents of all ages and improve their awareness of their local heritage;
  - II. To engage with the Council regarding heritage related matters including but not limited to any future relevant report or strategy commissioned by the Council;
  - III. To support local societies and history groups with professional advice and to agree formal arrangements for their collections;
  - IV. To store and care for all The Collections held at The Berkhamsted Store and Tring container to accredited standards.
  - V. To prepare for the Museum Accreditation return expected in 2024
  - VI. To engage, support and train volunteers to support the wide-ranging work of DHT
  - VII. To provide the Council with an annual summary of artefacts held and allow reasonable access to inventories or catalogues held by DHT
  - VIII. To provide the Council with an annual costed Business Plan for DHT activities
  - IX. To maintain a risk register

("Agreed Outcomes")

### 3. Roles and Responsibilities of DHT

(a) In order to achieve the Agreed Outcomes, DHT will provide such activities reasonably required by the Council and as agreed quarterly at the Service Level Agreement Review, including (but not limited to):

- i. Develop a school engagement plan and an offer to schools to be ready for autumn term 2023. The offer to include curriculum support and work placements also attendance at the Annual Careers Fair to promote heritage careers.
- ii. Develop an annual public engagement plan to include care homes, community groups and public spaces. Including communication plan such as production of newsletters and updating of website and other physical and digital approaches by May 2023.
- iii. Develop new ways of reaching the community and making the collections accessible.
- iv. Develop a relationship with Hertfordshire University Heritage Hub and identify ways of joint working and access to academic research and resources.
- v. Contribute to the work of the Hemel Place Board and provide advice on opportunities to raise civic pride across the Borough.
- vi. To contribute to other town centre strategies and the wider work of the council as appropriate and required
- vii. Continue to engage with local societies to develop a relationship with DHT that aligns with local society needs, the objectives of DHT to provide an accredited heritage service for the whole borough and DBC's aspirations for a future heritage service. This will be via regular meetings (either face to face or online) and written updates;
- viii. Enable access to the store for local societies and groups of individuals in accordance with, and as allowed by the lease arrangements.
- ix. Develop a funding strategy and seek additional funds to support specific projects by applying for relevant grants if and where they are available; and
- x. Gather feedback from those they engage with in order to monitor and improve the service.

("Activities").

(b) DHT must ensure:

- i. all necessary consents, accreditation and permits are in place to provide the Activities;
- ii. the Activities are performed in accordance with all applicable law regarding health and safety and in accordance with those Council policies notified to DHT in writing;
- iii. it complies at all times with the Council's requirements for safeguarding children and vulnerable adults and in accordance with its Safeguarding Policy as updated from time to time; in accordance with clause 8 of this document
- iv. it sends a valid invoice to the Council for the annual funding payment;
- iv. compliance with all applicable requirements of all legislation and regulatory requirements relating to the use of personal data in the provision of the Activities; and
- v. it effects and maintains with a reputable insurance company a policy of public liability insurance providing a minimum of indemnity of £10 Million in relation to any one claim or series of claims.

#### **4. Roles and Responsibilities of the Council**

(a) In order to assist DHT to achieve the Agreed Outcomes, the Council will:

- i. promote DHT to relevant organisations, partnerships and internal departments that may benefit from working with DHT;
- ii. ensure that all Council requirements regarding DHT equipment and staff, H&S, event management, attendance etc. are communicated to DHT in a timely manner;
- iii. ensure timely payment of annual funding on receipt of valid invoice
- iv. Support the delivery of DHT activities and events through promotion and marketing via appropriate channels such as Active Dacorum social media and the Healthy Hub (where relevant). All promotional activity will be agreed in advance by both parties; and
- v. The Council and DHT will work together to attempt to find additional accommodation for DHT, on a permanent basis and for one off events.
- vi. Work in partnership with DHT on any commissioned heritage report, seeking DHT's professional insight and input and keep DHT up-to-date with progress
- vii. Keep DHT informed of timescales for any future heritage plans

#### **5. Cost and Funding Arrangements**

- (a) Until such time as an accommodation review may be undertaken, the existing Berkhamsted store will continued to be provided to DHT at the same peppercorn rent for the duration of this SLA
- (b) DHT will receive a one off payment of £58,000 (plus any budgeted inflationary increase) at the beginning of the financial years 2023/24 and 2024/25.
- (c) DHT is required to notify the Council if funding is unlikely to be used by the end of the agreed term.

#### **6. Monitoring and Annual Review**

(a) The Agreed Outcomes and Activities will be reviewed, evaluated and agreed quarterly by the parties, as follows:

- i. DHT to provide to the Council its annual record of investments related to DHT to ensure that funds are being reinvested into the community. If it becomes apparent that the activity governed by this agreement is making profits, the parties will agree a methodology to assess and agree use of such profit;
- ii. DHT to provide to the Council the following documentation:
  - Annual Reports showing accounts. If not a registered charity, income and expenditure records
  - Annual business plan
  - Annual inventory of artefacts held
  - Constitution, terms of reference or governing document
  - Current public liability insurance certificate
  - Health and safety policy
  - Equality and diversity policy
  - Evidence of Disclosure and Barring Service (DBS) checks (for projects working or volunteering with children or vulnerable adults) for at least one member of staff or volunteer in accordance with the DHT policy
  - Safeguarding policy
- iii. the parties will use their reasonable endeavours to agree to the Agreed Outcomes and Activities to be provided by DHT for the forthcoming year and agree measurements for



monitoring and evaluating the achievement of the Agreed Outcomes to be used at the Quarterly Monitoring Meetings.

(b) During the agreement, monitoring meetings will be held quarterly at times and locations to be agreed between the parties, as follows:

- i. projects, funding opportunities, data and trends will be discussed and evaluated at monitoring meetings;
- ii. progress on the delivery of the outcomes identified in this SLA will be discussed and reviewed including but not limited to
  - ii. both parties are expected to attend meetings and send substitutes if necessary; and
  - iii. any adjustments required to the SLA will be made in agreement with both parties.

("Quarterly Monitoring Meetings").

(c) Nominated representatives of the Council and DHT will liaise in a spirit of mutual trust and cooperation on pertinent issues between meetings as the need arises.

## 7. Building and Lease Arrangements

DHT and the Council will review the property arrangements during the term of this SLA

## 8. Dispute Resolution

9. If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then except as expressly provided in this agreement, the parties shall follow the procedure set out in this clause:
- a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute;
  - b) if the Authorised Representatives are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Authority's [SENIOR OFFICER TITLE] and the Service Provider's [SENIOR OFFICER TITLE] who shall attempt in good faith to resolve it; and
  - c) if the Authority's [SENIOR OFFICER TITLE] and the Service Provider's [SENIOR OFFICER TITLE] are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 30 days after the date of the ADR notice.
  - d) Each Party agrees to share the Mediation Fees equally and also to bear its own legal and other costs and expenses of preparing for and attending the Mediation (each Party's Legal Costs)

20.2 The commencement of mediation shall not prevent the parties commencing or continuing court or arbitration proceedings in relation to the Dispute under clause 45 which clause shall apply at all times.

## 10. General

(a) DHT acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (as amended extended or re-enacted from time to time) ("FOI") and it shall provide all necessary assistance and cooperation as reasonably required by the Council to comply with its obligations under the FOI.

(b) DHT may not assign or subcontract any of its obligations under this agreement without the prior written consent of the Council.

We the undersigned, being duly authorised, agree to the Terms and Conditions set out in the attached Service Level Agreement.

SIGNED ON BEHALF of **Dacorum Borough Council**

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Print Name

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Signature

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Date

SIGNED ON BEHALF OF **The Dacorum Heritage Trust Limited**

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Print Name