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(Area)

Local Management Agreement
for (service)

Local Management Agreement

This agreement sets out how (residents/group/association) will (provide the service) at (area), for the benefit of all residents there, for a period of 12 months.

1 Who's involved

The agreement is between:

- (residents/group/association)

and

- (Council) (the Council).

XXX Association is an unincorporated association established for the purpose of providing the service(s) set out in this Agreement. It and its trustees and members are governed by an agreement dated ??/??/20??.

2 What's involved

The (residents/group/association) will themselves, or through a competent contractor (provide the service) for the area marked on the plan attached at appendix 1.

The Council will pay (the residents/group/association) to (provide the service) as set out in section 6 of this agreement, subject to satisfactory performance and meeting the other standards and obligations of the agreement.

3 Timing

The agreement will run from ??/??/ 20?? until ??/??/20??. The agreement may be extended from ??/??/20?? for up to 12 months at a time, by negotiation and written agreement between the parties.

4 Objectives of the agreement

The key objectives of the agreement are to:

- (insert objectives)

-

5 Standards

The key service standards are:

- (insert standards)

-

These standards are explained in more detail in the specification for the work attached at appendix 2.

6 Money

The Council will:

- Pay the (residents/group/association) a start-up grant of £??? at the beginning of the agreement
- Pay the (residents/group/association) £??? (including VAT) for the first year, in four equal quarterly instalments of £???, paid in advance.
- Increase the annual and quarterly payments by the current retail price index each year, on the anniversary of the start of the agreement.
- Pay the (residents/group/association) an extra bonus of £??? on the third anniversary of the start of the agreement, so long as it remains in force, and the service has met the agreed standards.

The (residents/group/association) will:

- Keep written records of all financial matters relating to the agreement, and allow the Council to inspect or audit these if it gives reasonable written notice.
- Prepare and send the Council an annual financial statement of the service no longer than three months after each anniversary of the start of the agreement.
- Keep written records of any VAT paid to contractors and suppliers under the Local Management Agreement, and their VAT registration numbers. Report this regularly to the Council, so that it can be reclaimed from HM Customs & Excise.

7 A fair service

The (residents/group/association) and any contractors will provide the service so that it, and all related practices, are sensitive to the needs of the local community, and do not unfairly disadvantage or discriminate against anyone.

8 Insurance and indemnity

The (residents/group/association), or its contractor, will arrange and maintain the following insurance cover:

- Public liability to £XXXXXXXX
- Fidelity to £XXXXXXXX
- Employer's liability to £XXXXXXXX
- Trustee's indemnity to £XXXXXXXX
- Contents to £XXXXXXXX

The (residents/group/association) will keep written records of all insurance matters relating to the agreement, and allow the Council to inspect these if it gives

reasonable written notice.

The (residents/group/association) indemnifies the Council against all actions, claims, and costs arising from this agreement, except if they relate to the Council being negligent.

The Council indemnifies individual trustees of the XXX Association against personal liability and claims arising from operation of this agreement, so long as they act honestly, and in good faith. This indemnity is limited to (£amount) for each individual per year.

9 Health and safety

The Council will:

- Provide training for the (residents/group/association) and its contractor(s) on relevant health, safety and welfare law and practice.

The (residents/group/association) and its contractor(s) will:

- Carry out risk assessments and comply with the relevant health and safety laws and regulations set out in appendix 3.
- Keep written records of all health and safety matters relating to the agreement, and allow the Council to inspect these if it gives reasonable written notice.
- Promptly report any serious health and safety problems or incidents to the Council.

10 A quality service

The (residents/group/association) and its contractor(s) will allow the Council to inspect its work under this agreement at any reasonable time on receiving 24 hours' notice.

The Council will tell the (residents/group/association) in writing if there are any shortfalls in the service. The (residents/group/association) will then put right any shortfalls within one month. If the (residents/group/association) cannot put things right, it will refund the Council any costs arising from the shortfalls.

The (residents/group/association) will keep written records of all complaints about the service provided under this agreement, and the action it takes in response.

11 Changing the agreement

Either the Council or the (residents/group/association) can ask for a change to the agreement by requesting this in writing to the other party. Both parties will consider any reasonable suggestion to change the agreement.

Both parties must sign a new, amended version of the agreement to confirm any changes.

The (residents/group/association) cannot in any way pass on the rights and obligations of the agreement, or any part of it, to anyone else, unless the Council agrees in writing, and as allowed in the document governing the XXX Association.

12 Ending the agreement

If either the Council or (residents/group/association) fails to meet its obligations under this agreement, the other party must tell them in writing, and allow at least one month for the failure to be put right.

If the problems are not resolved, the Council or (residents/group/association) can then bring the agreement to an immediate end by confirming this in writing to the other party.

Either party can end the agreement at any other time, by giving the other at least three months' notice in writing.

If either party decides to end the agreement, the (residents/group/association) must also terminate any contracts or supplies connected with the services provided under the agreement. The (residents/group/association) must report any problems arising from this process promptly to the Council.

At the end of the agreement, the (residents/group/association) must pass all records and documents relating to the service to the Council. The Council is deemed to have ownership and copyright of all records and documents from the date the agreement ends.

13 Contacts

Trustee(s) for the (residents/group/association):

??Name(s)

??Address(s)

??T

??E

Address for the service of notices on the XXX Association:

???????

???????

??????For (Council):

??Name

?? Job title

?? Address

??T

??E

14 Appendices

- 1 Plan of area covered by the agreement
- 2 Specification of works
- 3 Health and safety requirements
- 4 Form of contract for (residents/group/association) to employ contractors to provide all or part of the service.

15 Signatures

For (residents/group/association):

Name(s)

Signature(s)

Date

For (Council):

Name

Signature

Date