

AN AGREEMENT made on 2011

BETWEEN:

- (1) **TENDRING DISTRICT COUNCIL** of Barnes House, 92 Pier Avenue, Clacton-on-Sea, Essex CO15 1NJ (“the Council”) and
- (2) **CITIZENS ADVICE BUREAU TENDRING** (a company limited by guarantee registered under company number 04345160 and charity number 1091777 registered with the Charity Commission) whose registered office and address registered with the Charity Commission is 8 Carnarvon Road, Clacton-on-Sea, Essex CO15 6QF (“the Bureau”)

WHEREAS

- (A) General Information concerning the Partnership Working and Targets or Objectives relevant to this Agreement is set out in the First Schedule
- (B) The Council wishes to support the Services of the Bureau for the purpose of providing an information and advice service operated within the aims, principles and policies of Citizens Advice subject to an agreed grant and to a defined level of service as hereinafter provided

NOW IT IS HEREBY AGREED as follows:

1. Definitions

1.1 In this Agreement, unless the context requires otherwise:

“Agreement” means this Agreement

“**annexed**” means a copy of which is attached to or placed with this Agreement and which has (for identification) been signed or initialled by or on behalf of each of the parties hereto

“CAB” means the Bureau

“Contact Officer” shall be construed in accordance with clause 7 below

“Citizens Advice” means The National Association of Citizens’ Advice Bureaux (registered charity number 279057) a company limited by guarantee registered with company number 1436965

“Grant” means the monies to be paid to the Bureau by the Council as provided by clause 5.2

“Services” means the Service or Services to be provided by the Bureau as stated in this Agreement

“Term” shall be construed in accordance with clause 2

1.2 Where in this Agreement reference is made to a Clause Paragraph Schedule Plan Drawing or Recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule plan drawing or recital of or (in the case of a plan or a drawing) attached to this Agreement

1.3 Where in any Schedule or Part of a Schedule reference is made to a paragraph such reference shall (unless the context otherwise requires) be to a paragraph of that Schedule or (if relevant) part of a Schedule

1.4 Words importing the singular meaning where the context so admits include the plural meaning and vice versa

1.5 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies corporations and firms and all such words shall be construed interchangeably in that manner

1.6 Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of the restriction

1.7 The clause headings and table of contents shall not be taken into account for the purposes of the construction or interpretation of this Agreement

2. **Term**

2. The term of this Agreement is 13 months beginning on 1 March 2011 and ending on 31 March 2012, subject to the right of either party to terminate in accordance with clause 3 below.

3. **Termination**

3.1 The Agreement can be terminated by either party giving the other party not less than 6 months prior notice in writing expiring at any time.

3.2 Notice can be served if delivered, posted, or faxed to the Contact Officer.

3.3 If the Agreement is terminated so as to end before the expiry of the Term, a proportion of the Grant shall forthwith be refunded to the Council pro rata to the number of days of the Year remaining at the date when the notice terminating the Agreement ends the Agreement

4. **The Parties Obligations**

4.1 The Bureau agrees to provide the Services specified in Schedule 2 of this Agreement (Service Objectives and Specifications).

4.2 The Council agrees to make the grant payment specified in paragraph 3.1 of Schedule 3.

5. **Status of Agreement**

5.1 Each party shall use all reasonable endeavours to honour its obligations to the other under this Agreement, but it is not the intention of the parties that either of them shall be legally liable to the other in damages for failure on its part to observe the terms of this Agreement.

5.2 Nothing in the Agreement shall be construed as creating a partnership or legal relationship of any kind that would impose liability upon one party for the act or failure to act of the other party, or to authorise either party to act as agent for the other party. Neither party shall have authority to make representations, act in the name of, or on behalf of, or to otherwise bind the other party.

6. **Management**

6. Responsibility for the management of the Bureau is vested in the Trustee Board, the membership and operation of which is laid down by the Memorandum and Articles of Association of the Bureau (registered company number 04345160 and registered charity number 1091777)

7. **Parties Representatives**

7.1 The Council and the Bureau will each appoint a Contact Officer.

7.2 The role of the Council's Contact Officer is to:

- Be the initial point of contact within the Council for the Bureau
- Inform the Bureau, in writing, 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 Bureau as reasonably required
- Set up an annual monitoring meeting with the Bureau Contact Officer to consider the information set out in Schedule 4
- Inform the Bureau, in writing, of any change in the Council's Contact Officer.

7.3 The role of the Bureau's Contact Officer is to provide the information required in Schedule 4 of this Agreement and to inform the Council's Contact Officer, in writing, if there is:

- a proposal by the Bureau to change or reduce the services set out in Schedule 2
- any amount to be taken into account under 3.3
- a major change to the Bureau's financial budget;
- a change to the Bureau's constitution; or
- a change in the Bureau Contact Officer.

7.4 The parties' Contact Officers will be Richard Walker of the Council and Linda Isaac of the Bureau or such other officer as either party shall from time to time appoint to represent it and notify to the other party.

8. **Confidentiality**

8. The Council accepts that the Bureau offers a confidential service and that all matters raised by individual clients are kept confidential.

9. **Staffing**

9.1 Paid and volunteer staff will be recruited and selected by the Bureau with full regard to an equal opportunities policy and procedures approved by Citizens Advice.

9.2 Paid staff will be employed and remunerated by the Bureau with full regard to Citizens Advice Guidelines.

10. **Quality Assurance**

10 The Bureau undertakes to operate the quality assurance systems described in Schedule 2.

11. **Health and Safety**

11. The Bureau 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.

12. **Insurances**

12. The Bureau will arrange adequate insurances to cover such liabilities as may arise in the course of the Bureau's work.

13. **Dispute Resolution**

13. 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 reasonable effort to resolve the issue through joint discussions. Where this fails:
 - 13.1 the party wishing to make the complaint should provide the other with written details, including proposals for resolving the matters in dispute;
 - 13.2 a written response should be sent to the initiating party within 14 days;
 - 13.3 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);
 - 13.4 where possible the meeting should be held within 14 days of the Contact Officer receiving the request;
 - 13.5 where the meeting does not resolve the complaint, the issue should be considered by the Bureau's Trustee Board or the relevant Council committee as a confidential item. Any submissions should be sent in advance to the other party and representation permitted;
 - 13.6 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.
14. **Review**
 14. This Agreement may require amendments in the light of experience of implementing its terms. Any amendments will need to be negotiated and agreed in writing by both parties.
15. **Renewal**
 15. This Agreement applies to a one-off payment and no guarantee, representation or warranty by or on the part of the Council is given as to its renewal for any year or other period subsequent to the Term or that the Council will pay any money to the Bureau otherwise than as expressly provided by this agreement.

Schedule 1

(Background Information, Partnership Working and Targets or Objectives)

1.1 INTRODUCTION

1.1.1 The objective of the Bureau is to provide free, confidential, impartial and independent advice to enable residents of the Tendring District to deal with a wide range of issues, including benefits, housing, money advice, employment, consumer, relationships, taxation and many more. The nature of the assistance provided will depend on a client's needs and ranges from the provision of information to full rights based advice.

1.1.2 The standard of service is set out in the Citizens Advice Quality Assurance Standards Membership Agreement and the Community Legal Service Quality Mark, which the Bureau holds at Specialist Level.

1.1.3 The CAB also receives funds from North East Essex PCT, Lloyds TSB Foundation, The National Association of Citizens Advice Bureaux, BIS and the Legal Services Commission which provide for a Community Outreach, Mental Health, Financial Capability and Specialist Debt & Welfare Benefits Advice service respectively. The Bureau also receives a small grant for core services from Essex County Council. Since these projects make a substantial contribution to the bureau's central costs, loss of one or more of these funding streams may affect the bureau's ability to deliver the core service.

1.2 WORKING IN PARTNERSHIP

The CAB recognises the Council's key priorities identified in its Corporate Plan - Tendring Life:

Our Prosperity

- Ensure people have the knowledge and skills to secure good employment

Our People

- Reduce Health inequalities and disadvantage
- Promote healthy and active lifestyles
- Remain a low crime area and reduce the fear of crime

Our Place

- Ensure all residents live in high quality housing which meets local needs

1.3. TARGETS OR OBJECTIVES

1.3.1 As well as the targets detailed within the agreement which was known as the Local Area Agreement (made between (1) the Essex Partnership (2) central government identifying certain key issues in Essex being addressed with National Indicator Targets demonstrating the success). The CAB will work in partnership with the Council in order to:

- Prevent homelessness
- Promote take-up of benefits (including Housing Benefit and Council Tax Benefit)
- Manage debt in order to ensure that clients are able to pay priority bills such as rent and Council Tax
- Highlight and resolve community issues
- Promote take-up of the mortgage rescue scheme by making appropriate referrals
- Address health inequalities
- Promote reduce, reuse and recycle
- Reduce social isolation
- Reduce the number of Tendring residents living in fuel poverty
- Support clients to move into employment and training

Schedule 2

(Service Objectives and Specifications)

2.1 AIMS OF THE SERVICE

The Citizens Advice service provides free, independent, confidential and impartial advice to everyone on their rights and responsibilities. It values diversity, promotes equality and challenges discrimination.

The service aims:

- To provide the advice people need for the problems they face
- To improve the policies and practices that affect people's lives.

2.2 PRINCIPLES UNDER WHICH THE SERVICES ARE PROVIDED

The Bureau will provide an information and advice service which is:

- free
- confidential
- impartial
- open to all regardless of race, gender, sexuality or disability and
- in accordance with the Citizens Advice guidelines on equal opportunities.

2.3 SERVICES FUNDED UNDER THIS AGREEMENT

The service (to which the funding arrangements in Schedule 3 relate) offered by the Bureau shall be 'assisted information' and 'general help' (as defined by the Community Legal Service Quality Mark - see paragraph 2.5 of Schedule 2)

Assisted information is a service in which staff are available to help clients access information, and to identify where a client needs further information or advice.

General help is:

- Diagnosing the client's problems
- Giving information and explaining options
- Identifying further action the client can take and
- Giving basic assistance e.g. filling in forms, helping the client draft letters, and contacting third parties to seek information on the client's behalf.

Where necessary for a particular client, the service provided by the Bureau will also include contacting a third party to negotiate on the client's behalf.

In accordance with the Citizens Advice membership Agreement the subjects covered will include:

- Consumer
- Welfare Benefits
- Housing
- Taxes
- Health
- Money advice
- Employment
- Family and personal matters
- Immigration and nationality
- Education

The service covered by this Agreement will not include casework as defined by the Community Legal Service Quality Mark i.e. with casework, the service provider takes responsibility for further action, whereas with a general help service, the client retains responsibility for the case. Casework also includes representing a client at appeal proceedings where necessary, which general help does not.

CAB Tendring shall contribute to the priorities and core values of Tendring District Council through the following actions:

Benefits and Revenues Services

The Bureau will:

- Assist TDC with its aim to identify those in the district who have failed to claim ANY benefits to which they may be entitled and in particular Housing Benefit & Council Tax Benefit;
- Establish the reasons for failing to claim;
- Provide assistance with gaining the appropriate income;
- Assist by delivering quality benefits advice, ensuring that Housing Benefit and Council Tax Benefit is calculated and claimed appropriately;
- Advise clients seeking debt advice that Council Tax and National Non Domestic Rates are priority debts and assist them by liaising with TDC at individual case level to set up a repayment plan;
- Liaise with TDC before advising customers to apply for a Debt Relief Order to ensure that all TDC debts are included in the Order;
- (subject to continued funding by Lloyds TSB after March 2011) Provide a financial capability service and training to enable clients to manage their finances and maximise their income.

Community Services

The Bureau will:

- Support the tackling of crime and disorder by taking part in TDC/CSP local “Day of Action” and “Community Days”;
- Signpost and advise residents on matters around crime and disorder and in particular antisocial behaviour;
- Provide statistical evidence from our client group regarding any issues raised under the Community Services Indicators upon request;
- Provide statistical evidence on a ward basis to highlight any problems within particularly deprived areas upon request.

Housing

The Bureau will:

- Provide clients with support and information to assist them to remain within their own homes as far as possible and prevent them getting into financial difficulties which would render them homeless;
- Refer all eligible clients to TDC’s Mortgage Rescue Scheme where appropriate;
- Assist TDC in its approach to engaging with communities;
- (subject to funding by Essex County Council) Assist TDC in partnership working with the use of the IT referral system for the Tendring District;
- Assist clients in the prevention of homelessness providing advice and support.

Environmental Services

The Bureau will:

- Ensure that clients are aware of benefits and grants to ameliorate Fuel Poverty and assist them in securing the benefits they are entitled to;
- Assist vulnerable people to obtain the benefits that they are entitled to especially those living in the most deprived areas;
- Inform clients of the advantages of fuel efficiency, reducing their outgoings and protecting the environment;
- Direct clients, who are private sector tenants, with housing repair issues to Environmental Services Residential Health team;
- Work with partners, including TDC, to reduce health inequalities across the district.

General

The Bureau will:

- Assist TDC through the CAB certificated learning programme to help people gain knowledge and skills to secure good employment;
- Adhere to the Bureau’s Equal Opportunities Policy;
- Meet the requirements of all legislation that relates to and is appropriate to the Bureau’s operations;
- Maintain valid and appropriate insurance cover.

2.4 MEANS OF ACCESSING THE SERVICE

The service shall be available:

- a) by letter and fax
- b) to personal callers on a drop-in basis at:

The advertised opening times relate to the period when the doors are open to the public. The bureau will endeavour to see all clients who enter the bureau during the drop-in times continuing, where necessary, to provide advice through the afternoon; but advice is not normally given after 4.15 pm to allow time for case recording and casework supervision.

Clacton CAB, 18 Carnarvon Road, Clacton on Sea

Monday Assisted Information 10:00 am – 4:30 pm

Tuesday	Assisted Information Generalist Advice Drop-in	10:00 am – 4:30 pm 10.00 am – 12.30 pm
Wednesday	Assisted Information Generalist Advice Drop-in	10:00 am – 4:30 pm 10.00 am – 12.30 pm
Thursday	Assisted Information Generalist Advice Drop-in	10:00 am – 4:30 pm 10.00 am – 12.30 pm 5.30 pm – 8.00 pm

Harwich CAB, 298 Main Road, Dovercourt to be replaced by Iconfield Park, Parkston, Harwich

Monday	Assisted Information Generalist Advice Drop-in	10:00 am – 4:30 pm 10.00 am – 12.30 pm
Tuesday	Assisted Information Generalist Advice Appointments	10:00 am – 4:30 pm 10.00 am – 3.00 pm
Wednesday	Assisted Information	10:00 am – 4:30 pm
Thursday	Assisted Information	10:00 am – 4:30 pm
Friday	Assisted Information	10:00 am – 4:30 pm

61 High Street, Walton on Naze

Wednesday	Generalist Advice Appointments	10:00 am – 1.30 pm
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13 High Street, Manningtree

Wednesday	Generalist Advice Appointments	10:00 am – 2.00 pm
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Brightlinsea Council Offices, Victoria Place, Brightlingsea

Thursday	Generalist Advice Appointments	10:00 am – 12.30 pm
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A home visiting service exists, but is funded by North East Essex PCT and Essex County Council and therefore not included under this Agreement.

All these services shall be clearly advertised.

2.5 QUALITY ASSURANCE

- a) The Bureau operates the core service to the requirements of the Community Legal Service Quality Mark at General Help level. This quality scheme for advice services is set nationally by the Legal Services Commission and audits are carried out annually. The seven key quality areas covered are:
- Access to service
 - Seamless service (includes referral to other agencies)
 - Running the organisation
 - People management
 - Running the service
 - Meeting clients' needs
 - Commitment to quality (includes complaints, user feedback)

b) The Bureau also complies with Citizens Advice Quality Assurance Standards Membership Agreement, which is fully convergent with a) but contains additional requirements. The quality areas covered are:

- Quality of advice
- Governance
- Financial management
- Volunteers and paid staff
- Networking and partnership
- Client-centred service
- Quality of social policy work
- Operational management
- Planning and managing resources
- Training and people development
- Complaints and suggestions
- Case management

c) All staff, both paid and voluntary, are required to undergo relevant training in order to achieve their competence level to a standard acceptable to the Trustee Board, and compatible with the aims, principles, and membership standards of Citizens Advice.

2.6 SERVICE DEVELOPMENT AND IMPROVEMENT

The Bureau has a business and development plan (see paragraph 4.6 of Schedule 4), the monitoring of which and the results of audits (see paragraphs 4.2 and 4.3 of Schedule 4) lead to innovation and improvements in its service

The Bureau will participate in the relevant networks in order to enhance the services provided to local residents.

The Bureau will work to secure additional funding in order to meet unmet needs for advice amongst the diverse local communities.

The Bureau will make use of clients' experiences to inform and influence the policy and delivery of other local services, and will inform the Council of relevant issues.

2.7 USER FEEDBACK AND INVOLVEMENT

The Bureau will operate a procedure for representations and complaints about the service in accordance with Citizens Advice guidelines and shall take all reasonable steps to bring this to the attention of the users of the Bureau.

The Bureau will undertake an annual client satisfaction survey.

The Bureau will consult both clients and potential clients about service provision and opening hours.

The Bureau will encourage users to take up appropriate training opportunities within the Bureau.

The Trustee Board are to be constituted in such a way as to encourage representation from as wide a range of local people and relevant organisations as possible.

CAB Tendring will also maintain records on both the nature and volume of Tendring District Council issues that residents bring to them. This information will be used by Tendring District Council to

- evaluate the impact of CAB's activities for the benefit of Tendring residents and
- improve residents satisfaction in the Council's services

2.8 CIRCUMSTANCES BEYOND THE BUREAU'S CONTROL

The Bureau will not be held responsible for any interruption in or disruption to the core services due to circumstances beyond its control.

The services specified are dependent on the availability of suitable advisers and the continued availability of rent free accommodation for delivery of the Harwich, Manningtree, Brightlingsea and Walton service; or additional external funding to meet such costs.

Schedule 3

(Financial and Resourcing Arrangements)

- 3.1 The Council has agreed that the grant to be paid by the Council to the Bureau for the thirteen months beginning 1 March 2011 shall be £110,000.
- 3.2 The grant in 3.1 will be paid in four equal instalments with the first payment being made on 1 March 2011 and the subsequent payments being made on 7 June 2011, 14 September 2011 and 22 December 2011.
- 3.3 Together with the funds from Essex County Council, these grants shall be construed as being sufficient to fund the services referred to in Schedule 2 of this Agreement.
- 3.4 Any reduction in funding from other organisations that prevents the Bureau from providing the service detailed in Schedule 2, including the level of availability in 2.4, will result in the Council reviewing its Grant to the Bureau.
- 3.5 All amounts specified under this Agreement are exclusive of VAT.

The Bureau agrees to submit, to the Council a copy of its latest approved accounts, within the meaning of the Charities Act, 1992 and 1993 within 7 days of their formal approval.

Any change to the core funding provided by Essex County Council referred to in 3.3 could cause the Bureau to be unable to provide the services specified in Schedule 2 of this Agreement.

Where the Bureau gains a surplus of income from grants, fundraising or other sources in any one year, the Council will not seek repayment of any part of the grant provided the service level specified in Section 2 has been fully met. During the period of this agreement the Bureau will work towards rebuilding its financial reserves to the mutually agreed objective of restoring levels of reserves required to comply with Charity Commission recommendations

Schedule 4

(Monitoring Arrangements)

- 4.1 The Bureau monitors and evaluates its services in accordance with the procedures and directions set out in the Citizens Advice Quality Assurance Standards Membership Agreement.
- 4.2 The Bureau will be subject to annual external audits to ensure that it is meeting the standards required for the Community Legal Service Quality Mark at the Generalist Help level.
- 4.3 The Bureau is subject to a three-yearly audit by Citizens Advice to ensure the service meets the standards set down in the Quality Assurance Standards Membership Agreements, as well as the Community Legal Service Quality Mark. This audit includes a

quality of advice assessment. Continued membership of Citizens Advice is dependent on a satisfactory performance in this audit.

- 4.4 The Bureau is required meet the standards set in Section 2.5 a & b, following the audit in 4.2 and 4.3, in order to receive the Council's grant detailed in Section 3.

The Bureau will provide a copy of the Annual Report to the Council and an invitation for the Council's Contact Officer at the Annual General Meeting of the Bureau.

- 4.5 The Bureau will provide to the Council the annual information that it provides to Citizens Advice such as follows:

- Opening hours
- Number and breakdown of client contacts
- Number of enquiries by area of law
- Case outcomes, where known
- Number of paid staff. Hours worked. Type of paid staff
- Number of volunteers. Hours worked. Type of volunteer staff
- Training sessions undertaken by staff. Number of trainees
- Number of formal complaints about the Bureau.

- 4.6 The Bureau produces a three-year business and development plan, which it reviews annually. The plan includes, amongst other things:

- an assessment of client satisfaction
- a client and community profile
- a community advice needs analysis
- a strategy for promoting the Bureau within the community
- a funding strategy; and
- an equality action plan covering all aspects of the Bureau's operation.

The Bureau 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.

Subject to Citizens Advice guidelines these monitoring arrangements can be amended by Agreement between the Council and the Bureau to reflect changes in service practice, for example data collection.

The Bureau undertakes, in discussion with the Council, over the period of this Agreement to develop a set of performance indicators. These indicators should take note of those under development nationally.

Signed on behalf of
Tendring District Council
by its duly authorised signatory
and Head of Community Services
RICHARD OWEN WALKER

Signed on behalf of
Citizens Advice Bureau Tendring
by its duly authorised signatory and
Chairman
ALEXANDER STANMORE