

**AN AGREEMENT** made on April 2018

**BETWEEN:**

- (1) **TENDRING DISTRICT COUNCIL** (TDC) of Town Hall, Station Road, Clacton-on-Sea, Essex CO15 1SE (“the Council”) and
- (2) **CITIZENS ADVICE TENDRING** (CAT) (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 (“CAT”)

**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 CAT 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

“CAT” means Citizens Advice Tendring

“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 CAT by the Council as provided by schedule 3

“Services” means the Service or Services to be provided by CAT 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 12 months beginning on 1 April 2018 and ending on 31 March 2019, 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 emailed 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 CAT 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 CAT is vested in the Trustee Board, the membership and operation of which is laid down by the Memorandum and Articles of

Association of CAT (registered company number 04345160 and registered charity number 1091777)

## **7. Parties Representatives**

7.1 The Council and CAT 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 CAT
- Inform CAT, 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 CAT as reasonably required
- Set up monitoring meetings with CAT Contact Officer to consider the information set out in Schedule 4
- Inform CAT, in writing, of any change in the Council's Contact Officer.

7.3 The role of CAT'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 CAT 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 CAT's financial budget;
- a change to CAT's constitution; or
- a change in CAT Contact Officer.

7.4 The parties' Contact Officers will be Karen Neath of the Council and Melanie Hammond of CAT 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 CAT 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 CAT with full regard to all human resources policies and procedures approved by Citizens Advice.

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

## **10. Quality Assurance**

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

## **11. Health and Safety**

11. CAT 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. CAT will arrange adequate insurances to cover such liabilities as may arise in the course of CAT'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 CAT 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 CAT 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, debt advice, 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 Advice Services Alliance Generalist Quality Mark.

1.1.3 CAT also receives funds from the Money Advice Service, Police and Crime Commissioner, NEE CCG, Essex County Council and other grant making trusts. Loss of any funding streams for specific projects making a substantial contribution to CAT's central costs may affect CAT's ability to deliver the core service. If this were the case the Citizens Advice contact would discuss the position with the Council.

## **1.2 WORKING IN PARTNERSHIP**

CAT recognises the Council's key priorities identified in its Corporate Plan.

### **Our Council Our Community**

- Deliver high quality affordable services
- Balance our budget
- Good governance
- Transform the way we work
- Make the most of our assets
- Engagement with community
- Support the vulnerable
- Support rural communities
- Effective partnership working

### **Health and Housing**

- Promote healthier lifestyles and wellbeing
- Support improved community health
- Deliver a quality living environment
- Local regeneration
- Council house building

### **Employment and Enjoyment**

- Support business growth
- Enable better job prospects
- Facilitate improved qualification and skills attainment
- First rate leisure facilities
- Attractive events programme

## **1.3. TARGETS OR OBJECTIVES**

1.3.1 CAT will work in partnership with the Council in order to:

- Prevent homelessness
- Promote take-up of benefits (including Housing Benefit, Universal Credit and the Local Council Tax Support Scheme)
- Manage debt and improve financial resilience in order to ensure that clients are able to pay priority bills such as rent and Council Tax
- Support clients accessing Discretionary Housing Payments to plan and manage their finances.
- Highlight and resolve community issues
- 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 work proactively to enhance community resilience.
- 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**

CAT will provide an information and advice service which is:

- free
- confidential
- impartial
- open to all regardless of age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership (only in respect of eliminating unlawful discrimination).

## **2.3 SERVICES FUNDED UNDER THIS AGREEMENT**

The service (to which the funding arrangements in Schedule 3 relate) offered by CAT shall be 'assisted information' and 'general help' (as defined by the Advice Services Alliance Quality Mark - see paragraph 2.5 of Schedule 2), and Debt and Welfare Benefits 'casework'.

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 CAT 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         | • Money advice                |
| • Welfare Benefits | • Employment                  |
| • Housing          | • Family and personal matters |
| • Taxes            | • Immigration and nationality |
| • Health           | • Education                   |

The service covered by this Agreement includes Debt and Welfare Benefits casework as defined by the Advice Services Alliance 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.

CAT will also provide 'Universal Credit Access Points' staffed by volunteers to facilitate supported access to the DWP's online benefit claims system. The aim of this service (which will operate outside of the advice surgery times in order to utilise CAT's interview rooms) will be to:

- Provide Internet access

- Process applications for Universal Credit and ensure they have been correctly completed
- Update claims with changes in circumstances to help clients avoid the £50 Civil Penalty
- Provide extra support for clients with low literacy, mental ill health or other access issues.

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

CAT 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 & Local Council Tax Support and assist those claimants with accessing benefits they are entitled to;
- 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;
- 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 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;
- Assist clients in the prevention of homelessness by providing advice and support.
- 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;
- Work with partners, including TDC, to reduce health inequalities across the district.

## 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
- c) email
- d) CAT Adviceline - as part of our membership of NCA CAT will join in the provision of a public advice line to increase access to advice and information over the phone.
- e) The provision of Email advice and Webchat known as the digital service will also evolve in 2018.

The advertised opening times relate to the period when the doors are open to the public. CAT will endeavour to see all clients who enter CAT during the drop-in times continuing, where necessary, to provide advice through the afternoon; but advice is not normally given after 4.00 pm to allow time for case recording and casework supervision.

### Clacton CAT, 18 Carnarvon Road, Clacton on Sea

Monday	Assisted Information	10:00 am – 4:00 pm
Tuesday	Assisted Information Generalist Advice Drop-in	10:00 am – 4:00 pm 10.00 am – 12.30 pm

Wednesday Assisted Information 10:00 am – 4:00 pm  
Generalist Advice Drop-in 10.00 am – 12.30 pm

Thursday Assisted Information 10:00 am – 4:00 pm  
Generalist Advice Drop-in 10.00 am – 12.30 pm

Specialist debt and benefits advice appointments 10:00 am – 4:00 pm  
are available through the week  
(at Carnarvon Road and Old Road)

Food & Clothing Crisis Support 10.00am – 4.00pm

**Harwich CAT, Jobcentre Plus, 164 High Street, Harwich CO12 3AT**

Monday Generalist Advice Drop-in 9:30 am – 12:30 pm

Tuesday Generalist Advice Drop-in 9:30 am – 12:30 pm

Monday and Tuesday appointments for all advice 1.00pm – 4.00pm

**13 High Street, Manningtree**

Wednesday (weekly) Generalist Advice Appointments 9:30 am – 12.30 pm

**21 New Pier St, Walton on the Naze**

Wednesday (weekly) Generalist Advice Appointments 9:30 am – 12:30 pm

**Brightlingsea Council Offices, Victoria Place, Brightlingsea**

Thursday (fortnightly) Generalist Advice Appointments 10:45 am – 12.30 pm

**2.5 QUALITY ASSURANCE**

National Citizens Advice (NCA) introduced a new membership in 2017 outlining the responsibilities of the National and Local Citizens Advice offices. Citizens Advice Tending (CAT) have signed up to the new membership which will include the following responsibilities known as The Performance Quality Framework (PQF) :-

- \* Quarterly Surveys of Client experience sampled
- \* QAA - Quality of Advice Assessments conducted monthly (CAT) but reviewed and sampled by NCA quarterly
- \* FCA - Financial Health Monitoring - Financial reports submitted to NCA quarterly
- \* LSA - Leadership Self Assessment - Annually to include 9 areas of People Management, Operations, Research and Campaigns, Equality and Diversity, Risk Management, Governance, Strategic Management, Finance and Partnerships.

**2.6 SERVICE DEVELOPMENT AND IMPROVEMENT**

CAT 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



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

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

CAT 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**

CAT 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 CAT.

CAT undertakes an annual client satisfaction survey. From 2017 the National Association of Citizens Advice Bureaux will be implementing an external quarterly survey of clients.

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

CAT will encourage users to take up appropriate training opportunities within CAT.

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.

## **2.8 CIRCUMSTANCES BEYOND CAT'S CONTROL**

CAT 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 CAT for the twelve months beginning 1 April 2018 shall be £144,000.
- 3.2 The grant in 3.1 will be paid in two instalments of £72,000 payable by 1 April 2018 and 1 September 2018.
- 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. Separate grant funding will be sought for new service development.
- 3.4 Any reduction in funding from other organisations that prevents CAT 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 CAT.
- 3.5 All amounts specified under this Agreement are exclusive of VAT.

CAT 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 CAT to be unable to provide the services specified in Schedule 2 of this Agreement.**

**Where CAT 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.**

#### **Schedule 4**

##### **(Monitoring Arrangements)**

- 4.1 CAT 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 CAT is subject to an annual organisational self assessment and quarterly audit of quality of advice.
- 4.3 CAT is subject to a three-yearly audit by National Citizens Advice.
- 4.4 CAT is required meet the standards set in Section 2.5 a & b, following the audits in 4.2 and 4.3, in order to receive the Council's grant detailed in Section 3.

**CAT 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 CAT.**

- 4.5 CAT will provide to the Council figures on the following targets:-
  - Number of clients seen at Clacton, Harwich, Manningtree, Walton and Brightlingsea
  - A breakdown of the topics on which advice is sought
  - Amount of benefits claimed by supported clients
  - Amount of debt managed
  - Amount of debt written off
  - Number of people avoiding homelessness

CAT 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. The Council's contact officer will discuss any concerns about performance with the CAT contact officer.

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

Signed on behalf of  
Tendring District Council  
by its duly authorised signatory  
and Management & Members Support Manager

Signed on behalf of  
Citizens Advice Tendring  
by its duly authorised signatory and  
Operations Director

**KAREN NEATH**

**MELANIE HAMMOND**