

Cabinet – 18 April 2007

Voluntary Sector Grants – Proposed Service Level Agreements (SLA) 2007 - 2009

Portfolio:	Councillor Garry Perry – Safer Stronger Communities, Partnerships and Vision 2021
Service:	Neighbourhood Partnerships and Programmes
Wards:	All
Key decisions:	No
Forward plan:	No

Summary of report

Cabinet agreed in October 2006 to the introduction of new arrangements for the Council to grant fund voluntary organisations. Historically, grants to the Citizens Advice Bureau and Walsall Voluntary Action have claimed a very large proportion of the total funds available. As part of the new process it was agreed that the grant aid to these organisations be by way of two year service level agreements. This provides greater clarity about the outcomes which the Council is seeking to secure from its financial assistance and also gives the voluntary organisation greater certainty about longer term funding.

Officers have negotiated draft SLAs for both organisations which are attached. These SLAs would be for a two year period from 1 April 2007, subject to an annual review.

Recommendation

That Cabinet approve the service level agreements between the Council and Walsall Voluntary Action and between the Council and Walsall Citizens Advice Bureau.

Resource and legal considerations

The services that WVA and CAB deliver will be aligned to the pillar groups of the Local Area Agreement to ensure consistency of approach with Council Partners. This could result in a review of the amount of resource that needs to be made available by the Council.

Annual base budget provision has been made for both grants at the following levels:

- Walsall CAB £287,290
- Walsall VA £68,795

The Council will continue to review its approach to the provision of property to community groups and voluntary organisations.

Citizen impact

The WVA works with local community and voluntary sector groups to enable them to best achieve their objectives by promoting, supporting and strengthening voluntary and community action.

The Citizens Advice Bureau helps people resolve their legal, money and other problems by providing information and advice and by influencing policy makers.

The Council's review of contracting arrangements with these two organisations better reflects the government's agenda with regard to commissioning services from the voluntary and community sector.

The paperwork for these larger grants awarded to WVA and CAB will reflect the Council's corporate approach to SLAs.

Community safety

Grants awarded to these organisations will have a direct impact on delivering targets and outcomes contained in the Safer, Stronger Communities Local Area Agreement targets.

Environmental impact

No specific impact.

Performance and risk management issues

Performance targets have been established for WVA and CAB and detailed in their SLAs. These will be monitored and progress regularly reported as part of the Council's standard approach to grant monitoring.

Equality implications

The creation of these revised SLAs and reference to Local Area Agreements (LAAs) within them will ensure that the contribution that these organisations make in delivering borough wide targets will offer the opportunity to work with a wider range of partners through Walsall Borough Strategic Partnership (WBSP) structures.

Consultation

Initial letters were sent to both WVA and CAB in September 2006, which were followed by a more detailed letter early in 2007.

Meetings have also taken place on an individual basis with Chief Executive Officers of both organisations and the Head of Neighbourhood Partnerships and Programmes.

The two organisations have approved the SLAs.

Vision 2008

The activities delivered by the voluntary and community sector will contribute to making Walsall a healthy and caring place, ensuring all people are safe and secure and listening to what local people want.

Background papers

Cabinet Report dated 18 October 2006

Neighbourhood Services Scrutiny and Performance Panel 5 October 2006

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Jamie Morris
Executive Director

4 April 2007



Councillor Garry Perry
Portfolio holder

4 April 2007

SERVICE LEVEL AGREEMENT

THIS AGREEMENT is made to operate from 1st April 2007 between **Walsall Metropolitan Borough Council** of the Civic Centre, Darwall Street, Walsall, WS1 1TP (hereafter referred to as "WMBC") and **Walsall Citizens Advice Bureau** of 139-144 Lichfield Street, Walsall WS1 1SE (hereafter referred to as "WCAB").

The Agreement concerns the funding and support by WMBC of an advice and information service to be provided by WCAB to individuals in the Walsall Metropolitan Borough for a period of two years commencing 1st April 2007.

Whereby, in order to enable the provision by WCAB of a service as specified in Sections A, B and C, WMBC agrees to provide the funding and support-in-kind specified in Section F, subject to the conditions also contained therein.

In addition, WCAB and WMBC agree to observe the Organisational Requirements applying to them as specified in Sections D and E respectively as well as the General Conditions specified in Section G.

A. Service Specification

1. The service which is the subject of this agreement is a generalist advice and information service which shall be provided in the Walsall Metropolitan Borough by WCAB and shall have the following features:

a) It shall be consistent, in its operation, with the stated Aims of the Citizens Advice Bureau Service namely:

"to ensure that individuals do not suffer through ignorance of their rights and responsibilities or of the services available to them or through an inability to express their needs effectively"

and equally,

"to exercise a responsible influence on the development of social policies and services both locally and nationally"

b) It shall be consistent, in its operation, with the stated Principles of the Citizens Advice Bureau Service namely: *Free, Independent, Impartial and Confidential.*

c) In the interests of promoting community cohesion it shall be open and accessible to all enquirers by self presentation so far as is practicable within available resources and without discrimination or preference with regard to race, ethnicity or nationality, religion, age, gender, sexual orientation, disability or any other distinction, except that the service provider shall have the right to refuse its service to anyone whose

conduct threatens or undermines the health, safety, rights or dignity of its staff, partner organisations staff or other service users.

- d) It shall be available at the times and by the means currently notified to WMBC (and specified in Appendix 2 attached) having due regard to what is practicable within available resources.

B. Service Standards

1. WCAB will provide documentation (and specified in Appendix 3 attached) which specifies, to the satisfaction of WMBC, what standards of service its users will reasonably be able to expect.
2. WCAB will provide documentation (and specified in Appendix 3 attached) which describes, to the satisfaction of WMBC, what arrangements exist within the organisation for assuring the quality of the service to be provided.
3. WCAB will provide documentation (and specified in Appendix 4 attached) which describes, to the satisfaction of WMBC the quality, consistency, effectiveness and perceived value (to users) of the service.
4. WCAB will provide documentation (and specified in Appendix 4 attached) which describes, to the satisfaction of WMBC what arrangements exist within the organisation for ensuring that:
 - a) all of the people engaged in the provision of the service are appropriately recruited (e.g. vetted where necessary), skilled (e.g. experienced or trained) and supported (e.g. supervised) and;
 - b) that their efforts are combined in an organised way (e.g. via a management structure) so that their welfare and the quality of their work can, as far as is practicable, be assured.

C. Management Standards (applying to WCAB)

1. WCAB will provide, to the satisfaction of WMBC, a written description of its management and reporting structure. (see Appendix 5)
2. WCAB will operate in accordance with agreed Financial Regulations and Standing Orders. (See Appendix 5)
3. WCAB will provide, to the satisfaction of WMBC, a clear statement of Aims and Operational Principles which have direct relevance to the proposed service. (see Appendix 6)
4. WCAB will provide WMBC with written evidence of arrangements for forward planning. (see Appendix 6)
5. WCAB will provide WMBC with a description of its organisational and/or staffing structure. (see Appendix 6)

6. WCAB will identify in writing those named individuals who are responsible for financial management. It will also satisfy WMBC that these people will be able to produce the management and financial information necessary for WMBC to be able to monitor appropriate and effective use of funds. (see Appendix 6)
7. WCAB will provide WMBC with documented procedures for monitoring the extent and scale of the service provided. (see Appendix 7)

D. Organisational Requirements (applying to WCAB)

1. WCAB will provide WMBC with a copy of its constitution (see Appendix 8) and (at least half-yearly) evidence, in the form of any minutes, reports and other materials, that it continues to function in accordance with its constitution.
2. WCAB will respect WMBC's conditions of grant aid and will take them into account at all times while discharging obligations under this agreement.
3. WCAB will conduct its affairs in a reputable manner and observe all legal requirements.
4. WCAB will provide a safe environment and systems of work for people working for it both paid and voluntary, and for those using its services. It shall also have (and be able to demonstrate) regard to the additional needs of disabled people.
5. WCAB will at all times maintain with a reputable insurance company, insurance cover in an adequate sum to cover public liability, fiduciary liability and trustee liability and it will provide copies of policies and certificates to WMBC. (see Appendix 8)
6. WCAB will provide WMBC with a copy of its Equal Opportunities policy which shall affect recruitment and service delivery and shall include details of how the policy is monitored and maintained. WCAB will be required to operate the policy to the satisfaction of WMBC. (see Appendix 8)
7. WCAB will provide WMBC with a copy of its Health and Safety policy affecting people who work for the organisation both paid and voluntary and it shall be required to operate the policy to the satisfaction of the Council. (see Appendix 8)
8. WCAB will provide WMBC with a copy of its procedure for receiving and investigating complaints and it shall be required to provide, to the satisfaction of WMBC, monitoring information on numbers and types of complaints received and how they were dealt with. (see Appendix 8)
9. WCAB will provide to WMBC, if requested, copies of its policies and procedures affecting staff recruitment, training and development and

supervision, together with copies of its disciplinary and grievance procedures. (see Appendix 9)

10. WCAB will provide WMBC with a copy of its charging policy (if any) and a schedule of any charges currently in force. (see Appendix 9)
11. WCAB will have procedures for taking into account the views of service users in the development of its services and will provide WMBC with a copy of those procedures. (see Appendix 9) It will report on consultations undertaken and actions taken as a result.

E. Organisational Requirements (applying to WMBC)

1. WMBC will provide WCAB with a statement of its policy on provision of the proposed service. (see Appendix 10)
2. WMBC will provide WCAB with a statement of its procedures and guidelines applying to representation on Management Committees and the conduct of elected members and officers in dealings with funded bodies. (see Appendix 10)
3. WMBC will provide WCAB with a schedule (attached hereto as Schedule 1 and integral to this agreement) of its precise requirements in respect of monitoring, representation on the Management Committee or oversight by other means of the service to be provided.

F. Funding Specification

1. WMBC will provide WCAB with a schedule (attached hereto as Schedule 2 and integral to this agreement) specifying the amount(s) of funding and support in kind which come within the scope of this agreement.
2. WMBC will pay WCAB the grant agreed by Cabinet in four equal quarterly instalments each payable in advance.

G. General Terms and Conditions

1. This agreement will last for 2 years and will be subject to an annual rolling review. The annual review will take place in March of each year and will involve WMBC's Project/Liaison Officer, the Monitoring Officer and up to two representatives of WCAB.
2. The annual rolling review will cover all aspects of the operation of this agreement which may lead to it being amended by mutual consent. It will specifically review Schedule 1 (monitoring arrangements) and also Schedule 2 (funding). Additional reviews may be requested by either side.
3. For the purpose of review or otherwise, WCAB will co-operate and liaise with any specific WMBC officer appointed for this purpose.

4. WMBC will, in any event, specify a named Project/Liaison Officer who will act as WCAB's contact within WMBC on policy and project management matters and also a Monitoring Officer to whom WCAB will provide all monitoring information. (This Monitoring Officer is not to be confused with the Monitoring Officer appointed under the Local Government & Housing Act 1989.)
5. WCAB will co-operate with WMBC's inspection, monitoring and evaluation requirements specified in Schedule 1 attached hereto but which may inter alia include:
 - a) Consumer surveys
 - b) Compliance monitoring
 - c) Consideration of WCAB's record on staff recruitment and selection training and development and equal opportunities
 - d) Provision of regular reports
 - e) Evaluation of quality and output
 - f) Monitoring of financial systems
6. WCAB will allow inspection of its financial records and minute books by WMBC's officers at any reasonable time.
7. WCAB will submit an annual report, audited accounts and a statement of levered resources to WMBC's Liaison Officer.
8. WCAB will make reference to WMBC's financial support in its annual accounts, annual reports and any material used for publicity purposes.
9. WCAB shall, as an independent organisation, show evidence of continuing efforts to attract funding and other support from sources other than WMBC. An annual statement of the value of all such support will be required under clause G7 above.
10. WMBC recognises that WCAB's ability to continue to provide its service may depend upon it continuing to enjoy the support (including financial support) of other organisations and volunteers and that if these are withdrawn WCAB's ability to continue to provide the service may be jeopardised which shall entitle either WMBC or WCAB to terminate this agreement.
11. WMBC recognises the need for WCAB to maintain a reasonable working reserve of funds in order to meet any contractual obligations to staff or others and assure its viability as a service provider. The existence and maintenance of such a reserve, howsoever accumulated, up to a level agreed between the parties (and included in Schedule 2 attached hereto) will not in itself influence the amount of grant made.
12. Nothing herein contained shall limit either WCAB or WMBC from pursuing any other lawful activity which they are empowered to pursue provided that the grant paid by WMBC hereunder shall not be used for purposes which constitute a breach by WMBC of Part II of the Local Government Act 1986. (see appendix 3)

13. WCAB will notify WMBC's Liaison Officer if for any reason it is unable to provide the service as specified and will return such part of any unspent grant as the Council may determine having regard to WCAB's continuing commitments during a period of reduced service provision or their winding up costs in the event of termination of this agreement.
14. Either party may terminate this agreement by six months notice served in writing on the other party. If at any time any question, dispute or difference whatsoever arises between WMBC and WCAB upon, in relation to or connection with this agreement, either party may give to the other notice in writing of the existence of such question, dispute or difference and if it cannot be resolved to their satisfaction within 14 days of receipt of such notice, then the same shall be finally settled by Policy and Resources Committee.
15. This agreement may be terminated forthwith by either party if the other party is held to be in breach of the terms of this agreement and in the case of a breach capable of being remedied it has not been remedied within 14 days of notice so to do with the exception of clause G12 when the breach will not be capable of being remedied.
16. Should this agreement be terminated in accordance with paragraph 15 WMBC shall be entitled to a refund of the unspent grant. In addition to this WMBC shall be entitled to exercise any other remedy irrespective of whether any grant is repayable or not.

In Witness whereof the parties hereto have set their hands to this Deed the day and year first before written

SIGNED ON

For & on behalf of Walsall Metropolitan Borough Council

.....

MR. J. MORRIS
EXECUTIVE DIRECTOR

Date

SIGNED ON

For & on behalf of Walsall Citizens Advice Bureau

.....

MR. C. RICE
CHIEF EXECUTIVE

Date

A SERVICE LEVEL AGREEMENT

THIS AGREEMENT is made to operate for two years from 1st April 2007 between **Walsall Metropolitan Borough Council** of the Civic Centre, Darwall Street, Walsall, WS1 1TP (hereafter referred to as "WMBC") and **Walsall Voluntary Action**, of Jerome Chambers, 16-16a Bridge Street, Walsall, WS1 1HP (hereafter referred to as WVA), subject to annual review.

The Agreement concerns the funding and support by WMBC of a service to be provided by WVA to community groups or voluntary organisations operating in the Walsall Metropolitan Borough for a period of two years commencing 1st April 2007, and subject to annual review.

Whereby, in order to enable the provision by WVA of a service as specified in Sections A, B and C, WMBC agrees to provide the funding and support-in-kind specified in Section F, subject to the conditions also contained therein.

In addition, WVA and WMBC agree to observe the Organisational Requirements applying to them as specified in Sections D and E respectively as well as the General Conditions specified in Section G.

A. Service Specification

1. The service which is the subject of this agreement offers services and support for local voluntary and community organisations, liaison, representation and development work which shall be provided in the Walsall Metropolitan Borough by WVA and shall have the following features:

a) Aims

It shall be consistent, in its operation, with the stated Aims of WVA namely:

"To promote any charitable purposes for the benefit of the community in the local government district of Walsall and in particular, the advancement of education, the protection of health and the relief of poverty, distress and sickness".

b) Principles

"To promote and organise co-operation in the achievement of the above purposes and to that end to bring together representatives of the voluntary organisations and statutory agencies within the area of Walsall;

Provided that in carrying out these charitable purposes, WVA will seek to challenge all forms of oppression and inequality and to give priority to working with people whose participation in society is limited by economic, political and social disadvantage".

c) In the interests of community cohesion it shall be open and accessible to all enquirers by self presentation so far as is practicable within available resources, without discrimination or preference with regard to race, ethnicity or nationality, religion, age, gender, sexual orientation, disability or any other distinction, except that the service provider shall have the right to refuse its service to anyone whose conduct threatens

or undermines the health, safety, rights or dignity of its staff partner organisation staff or other service users.

d) It shall be available at the times and by the means currently notified to WMBC (and specified in Appendix 1 attached) having due regard to what is practicable within available resources.

e) It shall be accessible to everyone so far as is practicable within available resources.

B. Service Standards

1. WVA shall provide documentation which specifies, to the satisfaction of WMBC, what standards of service its users will reasonably be able to expect.
2. WVA shall provide documentation which describes, to the satisfaction of WMBC, what arrangements exist within the organisation for assuring the quality of the service to be provided.
3. WVA shall provide documentation which describes, to the satisfaction of WMBC (if it is not already described in satisfaction of clause 2 above) what arrangements exist within the organisation for monitoring and measuring the quality, consistency, effectiveness and perceived value (to users) of the service.
4. WVA shall provide documentation, which describes to the satisfaction of WMBC (if it is not already described in satisfaction of clause 2 above) what arrangements exist within the organisation for ensuring that:
 - a) all of the people engaged in the provision of the service are appropriately recruited (e.g. experienced or trained) and supported (e.g. supervised), and
 - b) that their efforts are combined in an organised way (e.g. via a management structure) so that their welfare and the quality of their work can, as far as is practicable, be assured.

C. Management Standards (applying to WVA)

1. WVA shall provide, to the satisfaction of WMBC, a written description of its management and reporting structure (see supporting documentation in Appendix 1).
2. WVA shall provide, to the satisfaction of WMBC, a clear statement of Aims and operational Principles which have direct relevance to the proposed service. (See supporting documentation in Appendix 1).
3. WVA shall provide WMBC with written evidence of arrangements for forward planning. (See supporting documentation in Appendix 1).
4. WVA shall provide WMBC with a description of its organisational and/or staffing structure. (See supporting documentation in Appendix 1).

5. WVA shall identify in writing those named individuals who are responsible for financial management. It will also satisfy WMBC that these people will be able to produce the management and financial information necessary for WMBC to be able to monitor appropriate and effective use of funds. (See supporting documentation in Appendix 1).
6. WVA shall provide WMBC with documented procedures for monitoring the extent and scale of the service provided. (See supporting documentation in Appendix 1).

D. Organisational Requirements (applying to WVA)

1. WVA shall provide WMBC with a copy of its constitution and (at least half-yearly) evidence, in the form of any minutes, reports and other materials, that it continues to function in accordance with its constitution.
2. WVA will respect WMBC's conditions of grant aid and will take them into account at all times while discharging obligations under this agreement. (See supporting documentation in Appendix 1).
3. WVA will conduct its affairs in a reputable manner and observe all legal requirements.
4. WVA shall provide a safe environment and systems of work for people working for it, both paid and voluntary, and for those using its services. It shall also have (and be able to demonstrate) regard within its resources to the additional needs of disabled people.
5. WVA shall at all times maintain with a reputable insurance company, insurance cover in an adequate sum to cover public liability and fiduciary liability and it will provide copies of policies and certificates to WMBC, (see supporting documentation in Appendix 1).
6. WVA shall provide WMBC with a copy of its Equal Opportunities policy which shall affect recruitment and service delivery and shall include details of how the policy is monitored and maintained. WVA will be required to operate the policy to the satisfaction of WMBC, (see supporting documentation in Appendix 1).
7. WVA shall provide WMBC with a copy of its Health and Safety policy affecting people who work for the organisation both paid and voluntary and it shall be required to operate the policy to the satisfaction of the Council, (see supporting documentation in Appendix 1).
8. WVA shall provide WMBC with a copy of its procedure for receiving and investigating complaints and it shall be required to provide, to the satisfaction of WMBC, monitoring information on numbers and types of complaints received and how they were dealt with. (See supporting documentation in Appendix 1).
9. WVA shall provide to WMBC, if requested, copies of its policies and procedures affecting staff recruitment, training and development and supervision, together with copies of its disciplinary and grievance procedures. (See supporting documentation in Appendix 1).
10. WVA shall provide WMBC with a copy of its charging policy (if any) and a schedule of any charges currently in force. (See supporting documentation in Appendix 1).
11. WVA will have procedures for taking into account the views of service users in the development of its services and will provide WMBC with a copy of those procedures. It will

report on consultations undertaken and actions taken as a result. (See supporting documentation in Appendix 1).

E. Organisational Requirements (applying to WMBC)

1. WMBC shall provide WVA with a statement of its policy on provision of the proposed service. (See supporting documentation in Appendix 1).
2. WMBC shall provide WVA with a statement of its procedures and guidelines applying to representation on Management Committees and the conduct of officers in dealings with funded bodies. (See supporting documentation in Appendix 1).
3. WMBC shall provide WVA with a schedule (attached hereto as Schedule 2 and integral to this agreement) of its precise requirements in respect of monitoring, representation on the Management Committee or oversight by other means of the service to be provided.

F. Funding Specification

1. WMBC will provide WVA with a schedule (attached hereto as Schedule 1 and integral to this agreement) specifying the amount(s) of funding and support in kind which come within the scope of this agreement.
2. WMBC will pay WVA the funding support agreed for the year in question by Cabinet in four equal quarterly instalments each payable in advance subject to signature of the Service Level Agreement by both parties.

G. General Terms and Conditions

1. This agreement will last for 2 years and will be subject to an annual rolling review. Funding will be allocated in accordance with the annual review, this Service Level Agreement and the availability of council resources.
2. The annual rolling review will cover all aspects of the operation of this agreement which may lead to it being amended by mutual consent. It will specifically review Schedule 1 (funding) and also consider Schedule 2 (monitoring arrangements). Additional reviews may be requested by either side.
3. For the purpose of review or otherwise, WVA will co-operate and liaise with any specific WMBC officer appointed for this purpose.
4. WMBC will, in any event, specify a named Liaison Officer/Project Officer who will act as WVA contact within WMBC on policy and project management matters.
5. WVA will co-operate with WMBC's inspection, monitoring and evaluation procedures which will be specified in Schedule 2 attached hereto but which may inter alia include:
 - a) Consumer surveys
 - b) Compliance monitoring

- c) Consideration of WVA's record on staff recruitment and retention, training and development and equal opportunities.
 - d) Provision of regular reports
 - e) Evaluation of quality and output.
6. WVA will allow inspection of its financial records and minute books by WMBC's officers at any reasonable time.
 7. WVA will submit an annual report, audited accounts and a statement of levered resources to WMBC's Liaison Officer.
 8. WVA will make reference to WMBC's financial support in its annual accounts, annual reports and any relevant material used for publicity purposes.
 9. WVA shall, as an independent organisation, show evidence of continuing efforts to attract funding and other support from sources other than WMBC. An annual statement of the value of all such support will be required under clause G7 above.

WMBC recognises that WVA as a local voluntary sector infrastructure organisation is likely to be able to attract extra funding for project work only and that as a local voluntary sector infrastructure organisation there is potentially no other likely source of income for WVA core activities apart from local government funding. WMBC will therefore keep under review the adequacy of the core funding provided to WVA in order to promote the sustainability of both its core activities and the projects it supports, depending on the availability of finance to the Council. WVA and WMBC officers will endeavour to work together in a constructive way to identify other sources of funding to which WVA could apply, including any programme funds which WMBC manages as accountable body. Any additional fundraising or income which is project specific shall not count in the calculation of balances referred to in clause G11.

10. WMBC recognises that WVA's ability to continue to provide its service may depend upon it continuing to enjoy the financial support and/or facilities or other organisations or volunteers and that if these are withdrawn WVA's ability to continue to provide the service may be jeopardised which shall entitle either WMBC or WVA to ask for a revision of this agreement. In the event of failure to reach a mutually agreed revision, either party shall be entitled to terminate this agreement by giving a 3 month notice.
11. WMBC recognises the need for WVA to maintain a reasonable working reserve of funds in order to meet any contractual obligations to staff or others and assure its viability as a service provider. The amount of reserve funding held shall be in line with the policy of WVA and in line with agreed good practice and charity law. Details of WVA reserves policy will at all times be available upon demand to the WMBC liaison officer. The existence and maintenance of such reserve, howsoever accumulated, up to a level agreed between the parties will not in itself influence the amount of grant made. This clause shall not apply to any restricted funds held by WVA, where the grant giver specifies what the funds are for and there is normally an expectation that these unspent funds will be returned to the grant giver unless otherwise agreed.
12. Nothing herein contained shall limit either WVA or WMBC from pursuing any other lawful activity which they are empowered to pursue provided that the grant paid by WMBC hereunder shall not be used for purposes which constitute a breach by WMBC of Part II of the Local Government Act 1986.

13. WVA will notify WMBC's Liaison Officer if for any reason it is unable to provide the service as specified and will return such part of any unspent grant as the Council may determine having regard to WVA's continuing commitments during a period of reduced service provision or their winding up costs in the event of termination of this agreement.
14. Either party may terminate this agreement by six months notice served in writing on the other party. If at any time any question, dispute or difference whatsoever arises between WMBC and WVA upon, in relation to or in connection with this agreement, either party may give to the other notice in writing of the existence of such question, dispute or difference.
15. Notwithstanding clauses 10 and 14 above, this agreement may be terminated forthwith by either party if the other party is held to be in breach of the terms of this agreement and in the case of a breach capable of being remedied it has not been remedied within 14 days of notice so to do with the exception of clause G12 when the breach will not be capable of being remedied. In the event of termination without notice, WMBC shall ensure that WVA has sufficient funds to meet its contractual obligations, eg payment in lieu of notice to staff, staff redundancy payments, accrued holiday pay, termination of equipment hire or leases and of contracts of computer support and any other professional services, including penalties for early termination.
16. Should this agreement be terminated, in accordance with paragraph 15 WMBC shall be entitled to a refund of any unspent grant. In addition to this WMBC shall be entitled to exercise any other remedy irrespective of whether any grant is repayable or not.

In Witness whereof the parties hereto have set their hands to this Deed the day and year first before written

SIGNED ON

For & on behalf of Walsall Metropolitan Borough Council:

.....
JAMIE MORRIS
EXECUTIVE DIRECTOR

SIGNED ON

For & on behalf of Walsall Voluntary Action:

.....
GRAHAM PARKER
CHIEF EXECUTIVE