

SERVICE LEVEL AGREEMENT

Wardening of Winnall Moors Nature Reserve and St Faith's Meadow

**SERVICE
LEVEL
AGREEMENT**

1st April 2015 – 31st March 2016

Between

HAMPSHIRE & ISLE OF WIGHT WILDLIFE TRUST LTD

and

WINCHESTER CITY COUNCIL

1 PRELIMINARY

- 1.1 This is an Agreement (“the Agreement”) between Winchester City Council (“the Council”) of City Offices, Colebrook Street, Winchester, SO23 9LJ and the Hampshire and Isle of Wight Wildlife Trust Ltd of Beechcroft, Vicarage Land, Curdridge, Hampshire, SO32 2DP (“the Trust”).
- 1.2 The authorised representative of the Council shall be Susan Croker, Landscape and Open Spaces Team Manager, who is the budget holder for the grant.
- 1.3 The authorized representative of the Trust shall be Martin De Retuerto, Head of Conservation (South Hampshire), who is also the officer responsible for the day-to-day operation and delivery of this Agreement.
- 1.4 The persons named above are authorised to act on behalf of their organisation in all matters relating to this Agreement.
- 1.5 The partners to this Agreement are allowed to nominate alternative personnel to act as their authorized representatives during the period of this Agreement. Such changes shall be notified in advance in writing to the respective partner.

2 AIMS AND OBJECTIVES

- 2.1 The purpose of this Service Level Agreement is to establish the terms under which the City Council provides a grant (“the Grant”) to the Trust in order that the Trust shall deliver the overall aim and objectives detailed below.
- 2.2 The Southern part of Winnall Moors Nature Reserve is owned by the Council and leased to the Trust to be managed as a nature reserve. It is designated as part of the River Itchen Site of Special Scientific Interest. The reserve provides wildspace in close proximity to the centre of Winchester and offers residents and visitors the opportunity to come into contact with the natural world without having to travel great distance from the City. (Please see the Lease between the Trust and the City Council for Winnall Moors which identifies the area covered).
- 2.3 St Faiths Meadow (“St Faith’s”) is a small relict water meadow to the south of Garnier Road, owned by the Council (edged blue on the plan attached to this Agreement). The meadow is part of the River Itchen Site of Special Scientific Interest (“the SSSI”) and is referred to as Unit 1026905.
- 2.4 The Council funds the Trust to maintain a wardening presence on both of these sites, which is funded through this Service Level Agreement.

2.5 Overall Aim

- 2.5.1 To provide and maintain a wardening presence on Winnall Moors Nature Reserve (the area leased to the Trust by the Council) and St. Faith’s Meadow:

2.6 Objectives

- 2.6.1 Manage and encourage appropriate public use in order to facilitate public engagement with the natural world and discourage inappropriate activities.
- 2.6.2 Promote opportunities for community engagement and learning, linking to volunteer groups and community initiatives where appropriate.
- 2.6.3 Facilitate events to raise community awareness of the importance of these sites for biodiversity.
- 2.6.4 Facilitate survey and monitoring of biodiversity and particularly BAP species, involving community groups and volunteers where appropriate.
- 2.6.5 Facilitate practical community engagement through volunteer tasks that benefit biodiversity and public access.

- 2.6.6 Engage with a range of partners in order to secure resources, funding and necessary consents where required.
- 2.6.7 Provide support to the City Council in negotiations and liaison with other interests including fishing clubs, archaeology etc.

3 DELIVERY

- 3.1 The Trust will ensure delivery of the aims and objectives through its commitment to the River Itchen Valley area, a priority area in its Living Landscapes strategic vision in which Winnall Moors is a flagship project and St Faith's represents a link between this and the Itchen Navigation.
- 3.2 The Winnall Moors Reserve Officer and Winnall Moors Project Manager (reporting directly to the Trust's Head of Conservation) will ensure delivery of the above aims and objectives and through contractors by:
- 3.3 Producing written project plans or schemes to the Trust's Head of Conservation setting out the aim or objective and the method by which the aim or objective is to be achieved such:
 - 3.3.1 Providing the Council's authorised representative with details of proposed contractors for approval prior to commencement of any works;
 - 3.3.2 Provide the Council's authorised representative with quarterly updates on delivery of services covered by this agreement.
 - 3.3.3 Providing such further information as may be required at the written request of the Council's authorised representative from time to time.

4 COMMUNICATION, MONITORING AND REPORTING TARGETS

- 4.1 The Trust recognises that it is in receipt of public funding in the form of the Grant and accepts the responsibility to account to the Council for these monies.
- 4.2 The Trust shall be required by the Council to keep audited accounts, and records demonstrating how the Grant has been used, and shall submit such records and accounts for inspection by the Council on request (within specified time).
- 4.3 The following information will be used to measure the success of the Agreement and should be included in the end of year report provided to the Council. The format of the report will be at the discretion of the Trust and may include map-based information, tables, text and/or photographs (any biological data included in the report will be subject to Clause 8. below.) and shall include details of:
 - 4.3.1 Practical conservation management undertaken (including enhancement and restoration);
 - 4.3.2 Progress against the Management Plan;
 - 4.3.3 Projects involving community groups/volunteers
 - 4.3.4 Walks, talks and promotional activities including events and demonstration days
 - 4.3.5 End of year accounts;
 - 4.3.6 Any other relevant statistical data.
- 4.4 Meetings will be held July, October, January and April on dates to be agreed but in the absence of agreement shall be fixed by the Council's authorised representative and notified to the Trusts authorised representative.

5 STATUS OF THE TRUST

- 5.1 In carrying out this Agreement the Trust, as an independent agency, is acting in its own right and not as an agent of the Council.

6 FUNDING ARRANGEMENTS

- 6.1 The Council will pay £10,000 for Winnall Moors and £4,000 for St Faith's (excluding VAT) to the Trust for 12 months service as specified in this Agreement starting 1st April 2015.
- 6.2 The Council will raise an order for the work and pay the Grant on receipt of an invoice from the Trust after 1st September 2015

7 PROVISION OF DATA

- 7.1 Any habitat and species data produced as a result of the work undertaken as part of this Agreement will be supplied to the Hampshire Biodiversity Information Centre (HBIC) in accordance with the data exchange Agreement between the Council and HBIC. Other types of data, for example, reporting against the targets in clause 4.0, will be provided as part of the end of year report produced by the Trust to WCC. This Agreement does not include the provision of personal data, for example contact details.

8 PUBLICITY

- 8.1 The Trust will acknowledge the Council's support for all work in association with this SLA in media releases, articles, interviews, displays, exhibitions and other printed material.

9 INSURANCE

- 9.1 The Trust shall maintain adequate insurances to cover such liabilities as may arise in the performance of this Agreement which will be £10,000,000 third party/public liability and £10,000,000 employers' liability or such greater sum as the Trust may decide is appropriate.
- 9.2 The Trust will produce proof of insurance at the request of the Council's authorised representative.

10 HEALTH AND SAFETY

- 10.1 The Trust shall ensure that its staff and representatives are appropriately trained and follow safe working practices (including use of appropriate PPE) when undertaking management tasks on the site.
- 10.2 The Trust will provide the Council's representative with copies of Risk Assessments for any management tasks (whether undertaken by staff or contractors) prior to the commencement of works.

11 DISAGREEMENTS

- 11.1 Every effort should be made by the relevant officers to resolve disputes amicably, if necessary using the services of a mutually agreed independent person within 7 working days of the dispute arising.
- 11.2 The decision of the agreed independent person shall be final and binding upon the parties.

12 NOTIFICATION

12.1 The Trust shall notify the authorised representative in writing and without delay if for any reason it is unable to maintain the service as specified whether in total or of an individual component within 7 days of any occurrence or assessment which reasonably indicates the likelihood of such a failure to maintain .

13 VARIATION

13.1 This Agreement may only be varied by agreement of the parties in writing under the signature of the authorised representatives.

14 TERMINATION

14.1 Either party may withdraw from this Agreement by giving six month’s notice in writing prior to the commencement of any financial year on 1st April.

14.2 This Agreement may be terminated by the Council at any time without notice in the event of:-

14.2.1 Any breach of the law by the Trust;

14.2.2 Any misuse or failure by the Trust to use the Grant for the specified purpose;

14.2.3 Any failure of the Trust to provide the service that is the subject of the Agreement at the level indicated without the prior approval of the Council;

14.2.4 Any failure of the Trust to comply with the arrangements for communication, monitoring and evaluation set out in the Agreement.

14.3 In any event, if the Agreement is terminated under clause 13.2, the Council shall serve a written notice on the Trust. The written notice shall specify the amount which is believed to be recoverable, the basis on which that amount has been calculated, and shall require the whole or a specified amount to be repaid within the specified period. The Trust shall repay the specified sum within the specified period, and the Council may take all reasonable steps to recover the specified sum.

15 SIGNATURES

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Martin De Retuerto for Hampshire and Isle of Wight Wildlife Trust

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Date

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Susan Croker for Winchester City Council

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Date