

PERTH AND KINROSS COUNCIL**Environment Committee – 13 June 2012****PERTH AND KINROSS COUNTRYSIDE TRUST – SERVICE LEVEL AGREEMENT****Report by the Executive Director (Environment)**

This report outlines the achievements of the Perth and Kinross Countryside Trust over the last year and recommends the approval of a new Service Level agreement with the Trust for 2012/13.

1. RECOMMENDATIONS

The Committee is asked to:

- (a) Note the achievements of Perth and Kinross Countryside Trust (PKCT) so far in relation to the approved Service Level Agreement (SLA) with the Trust for 2011/12, and agree that PKCT has substantially achieved the outcomes set out as part of this agreement.
- (b) Agree to the same form of SLA with PKCT for 2012/13 but with updated activity targets, including providing a financial contribution to the Trust, to the value of £70,000.

2. BACKGROUND

- 2.1 The Environment Committee agreed to enter into a SLA with PKCT at its meeting on 8 June 2011 entitled Perth and Kinross Countryside Trust: Service Level Agreement (report 11/305 refers) for one year and to provide a financial contribution to the work of PKCT on the basis of an agreed set of outcomes. A copy of the agreed SLA is attached as Appendix 1 and it is worth noting in particular the requirements of the SLA as outlined under section (d) on pages 25 and 26.
- 2.2 PKCT has proven itself as a successful delivery mechanism for projects to develop facilities in the countryside of Perth and Kinross over more than 10 years. The challenging financial climate, particularly with regards to attracting external funding, means the leverage ratios in relation to monies provided to it by the Council is less than in previous years. However success in Stage 1 of the Heritage Lottery Fund (HLF) bid for the Tay Landscape Partnership project will potentially bring in very significant levels of external funding if the Stage 2 bid is successful. Details of this bid were provided in the Report to the Environment Committee on 23 November 2011 entitled Tay Landscape Partnership (report 11/590 refers).
- 2.3 Over the last year the Trust has delivered against the majority of targets in the SLA, together with undertaking a number of other projects not specifically funded by Perth and Kinross Council. In addition to the money received through the SLA, the Trust also undertook a number of other projects either

on behalf of the Council's Community Greenspace team or through grant assistance from the Council's Planning and Regeneration Team. The following is a summary of progress against the targets set in the SLA for 2011/12:

- 2.4 Equalities - the Trust has reviewed its Business Plan specifically in regard to equalities issues. Projects continue to reflect the Trust's commitment to barrier free access to the countryside. Written equalities assessments are being undertaken for new projects, all of which are ongoing.
- 2.5 Fundraising – The Trust has raised £30,000 from its Business Support Scheme against a target of £20,000 from the commercial sector. The Trust's income to date, from sources other than the Council, is £321,000. In addition, the Trust has secured £61,000 from Scottish Natural Heritage over two years for community based projects including:
- The Catean Trail Youth Volunteers Programme and Reading the Landscape guided walks programme
 - Carse of Gowrie Project
 - Bridge of Earn Placecheck (Deich Burn Corridor)
- 2.6 Partnership Working – the target was to continue working with agencies, private sector organisations, individuals and community groups. The Trust is a founding member of the Tay Landscape Partnership Board and is also regularly working with over 16 groups and organisations listed in Appendix 2.
- 2.7 Big Tree Country – the target was to implement recommendations for the future Growth Potential of Perthshire Big Tree Country (BTC) to encourage joint promotional activities, foster engagement with local businesses, liaise and work directly with the Highland Perthshire Destination Management Organisation (DMO). All of these targets have been met including working with Highland Perthshire Cycling Group, Highland Perthshire Ltd and Highland Safaris to develop the off-road cycling market, establishing Perthshire as the Geocaching capital of Scotland (geocaching is the use of maps and GPS to find hidden 'treasure' in the Countryside), supporting the Historic Orchards Forum and creating the first Orchard Trail with the Carse of Gowrie Initiative. PKCT has also continued working with the Gleneagles Hotel on several initiatives, including the Progeny Grove project which uses seeds from the main Big Tree Country trees, to create a grove at Gleneagles and has been undertaken on the iCONic Projects (in conjunction with Royal Botanics in Edinburgh and the Forestry Commission) to save important international conifer species. The Trust is looking to extend this to the Dunkeld Hilton and Pitlochry Atholl Palace Hotels. The Trust also has continued to build interest in the BTC through its website, and social media hits, as well as a new version of the popular BTC educational project Woodlands Words and Wonders, which now includes a Continuing Professional Development programme for teachers.

2.8 Path Networks – the target was to provide 15km of new or substantially upgraded and signposted paths and the Trust has completed or has ongoing substantial upgrades as follows:

- Alyth Hill 2.0km
- Blairgowrie Riverside 0.4km
- Errol Orchard Trail 2.1km
- Michael Bruce Way 1.1km
- Coupar Angus 3.5km

2.9 Although 9.1km is less than the target, substantial contracts have also been undertaken directly for the Council's Community Greenspace team, such as the necessary signage of the Pitlochry Path Network. PKCT carry out a range of path work, some independently and some in partnership with the Council. This is dependent on funding availability.

2.10 Strategic Routes – the target was to continue to manage and promote the CATERAN Trail. The Trust has ensured the CATERAN Trail met all criteria for inclusion as one of Scotland's Great Trails, an international promotion by VisitScotland and SNH. They also assisted the Alliance Trust, the Soldiers Charity and Wildfox Events in staging the inaugural CATERAN Yomp. This is the first major charity challenge event to be staged in East Perthshire, bringing over 800 participants and their supporters to Blairgowrie. The event raised over £250,000 for charity and is to be staged again in 2012. The Trust has committed over £15,000 to maintenance and improvements of the Trail this year and has also prepared a 3 year Development Plan, in conjunction with Blairgowrie and East Perthshire Tourism Association (BEPTA) and the Glenshee Tourist Association (GTA), in order to attract additional external funding. The website is being re-designed, and the Trail's presence on Facebook and Twitter is already adding to its public profile.

2.11 The Trust is also working on other Strategic Routes, with Highland Perthshire Ltd. Anticipating that the Rob Roy Way will meet the criteria for inclusion as one of Scotland's Great Trails in 2012, it is working to secure landowner agreements and funding to create a 13 mile link route between the Rob Roy Way and the CATERAN Trail, from Pitlochry to Kirkmichael. In addition, it is working on an off-road route from Dunkeld via Loch Ordie and Loch Broom to Pitlochry and to Kirkmichael. Preparatory work is also being undertaken to develop further the 100 Mile Challenge Route as a major Long Distance Route (LDR) asset for Perthshire. This route would start and finish at Dunkeld via Glen Tilt and Schiehallion. The Pictish Way, a 100 mile route from Footdee in Aberdeen to Pitlochry, is also being developed with a wider consortium of partners.

2.12 Publicity and Promotion – the target was to promote the natural environment of Perth and Kinross and the Trust continues to promote access to the countryside of Perth and Kinross. Previously newsletters were produced but the focus more recently has been on developing and maintaining five websites and associated Facebook/ Twitter accounts:

<http://www.pkct.org>
www.perthshirebigtreecountry.co.uk
www.caterantrail.org
www.icontrees.org
www.carseofgowrieorchards.org.uk

- 2.13 The Trust has had a presence promoting outdoor activities across Perthshire at Dundee Flower and Food Festival; Farmers and Gardeners Markets in Perth; the Forest Festival, Scone; the Outdoors Show, Glasgow; the Outdoor and Cycle Show, London. The Trust also helped organise and/or support the Carse of Gowrie Orchard Festival, the Drovers Tryst in Crieff, the Highland Perthshire Cycling Festival, the Pink Ribbon Walk, and the CATERAN YOMP.
- 2.14 'Take the Bus for a Walk', promoting the use of public transport to reach and enjoy some of the best walks in Perthshire, will be reprinted this year and the Trust, through its work with ByCycle (Perth and Kinross Cycle Campaign) is promoting cycling and use of sustainable transport. The third in a series of cycling maps, Highland Perthshire, was produced in 2011 promoting the Etape route, and the Highland Perthshire Revolution – a 190 mile circular route showcasing the best of Perthshire's quiet roads and challenging 2nd and 3rd category climbs. These categories are based on established road cycling classification. Another 'Ride to Perth' event was staged in August 2011, this time via the Drumochter Pass to Perth and sponsored by Stagecoach who provided two coaches to take cyclists up to the start point in Dalwhinnie.
- 2.15 Grants – the target was to provide £20,000 to enable communities to have part-time project officers. The Trust is currently part-funding project officers for The Rural Access Committee Kinrosshire (TRACKS), Coupar Angus Regeneration Trust (CART), the Carse of Gowrie Group and Highland Perthshire Cycling Group at a cost this far of £24,000. In addition, £34,000 has been awarded or committed for landowners, communities and other organisations to further the aims of the Trust. Grants were also to be awarded for projects benefiting outdoor tourism in Perth and Kinross. The Trust has supported the Wild Connections Festival (£14,882), the Drovers Tryst (£1,000), Highland Perthshire Cycling Festival (£2,000) and the Carse of Gowrie Orchard Festival (£3,000). In addition, the Trust supervised, on behalf of the Gannochy Trust, a £42,000 grant to the Loch Leven Heritage Trail Phase 2.
- 2.16 The last target was to identify and develop new initiatives, including the Tay Landscape Partnership and the Trust is the lead partner in the Tay LP scheme, charged by HLF with managing budgets for the Stage 2 Development Phase, and employing the development team.

3. PROPOSALS

- 3.1 It is proposed to continue to provide grant assistance to the Trust for 2012/13. The Trust has achieved most of the targets set out in its SLA with the Council, and overachieved in relation to some. The form of the SLA will remain the same as 2011/12 but with updated activity targets. The outline SLA for

2012/13 is set out in Appendix 3. As agreed at the Council meeting of 17 February 2011, the Council will provide a financial contribution to the Trust of £70,000 in 2012/13.

- 3.2 The Council will still look to the Trust to assist it in implementing its capital budget for countryside sites and core paths including sourcing match funding, but increasingly this will be undertaken on a fee per project basis.

4. CONSULTATION

- 4.1 The Head of Legal Services and the Head of Finance have been consulted in the preparation of this report.

5. RESOURCE IMPLICATIONS

5.1 Capital

- 5.1.1 There are no Capital resource implications arising directly from the recommendations in this report.

5.2 Revenue

- 5.2.1. The agreed financial contribution of £70,000 to the Countryside Trust for 2012/13 will be funded from the approved Community Greenspace revenue budget.

6. COUNCIL CORPORATE PLAN OBJECTIVES 2009-2012

- 6.1 The Council's Corporate Plan 2009-2012 lays out five Objectives which provide clear strategic direction, inform decisions at a corporate and service level and shape resources allocation. This report impacts on the following:-

- (i) A Safe, Secure and Welcoming Environment
- (ii) Healthy, Caring Communities
- (iii) A Prosperous, Sustainable and Inclusive Economy
- (iv) Educated, Responsible and Informed Citizens
- (v) Confident, Active and Inclusive Communities

7. EQUALITIES IMPACT ASSESSMENT (EqIA)

- 7.1 An equality impact assessment needs to be carried out for functions, policies, procedures or strategies in relation to race, gender and disability and other relevant protected characteristics. This supports the Council's legal requirement to comply with the duty to assess and consult on relevant new and existing policies.
- 7.2 The function, policy, procedure or strategy presented in this report was considered under the Corporate Equalities Impact Assessment process (EqIA) with the following outcome: Assessed as **relevant** and the following positive outcomes expected following implementation:

- The Trust Business Plan to include specific policies with regard to equality
- Written equality assessments undertaken for all new projects
- Relevant equality clauses to be incorporated into offers of grant
- Standard text regarding language translation to be included in all new publications.
- Equality monitoring to be included in any new visitor/customer surveys

8. STRATEGIC ENVIRONMENTAL ASSESSMENT

- 8.1 Strategic Environmental Assessment (SEA) is a legal requirement under the Environmental Assessment (Scotland) Act 2005 that applies to all qualifying plans, programmes and strategies, including policies (PPS).
- 8.2 The matters presented in this report were considered under the Environmental Assessment (Scotland) Act 2005 and no further action is required as it does not qualify as a PPS as defined by the Act and is therefore exempt.

9. CONCLUSION

- 9.1 This report reviews the work of PKCT over last year and concludes that PKCT has met the requirements of the SLA for 2011/12 and that a revised SLA should be entered into with the Trust for 2012/13.

**JIM VALENTINE
EXECUTIVE DIRECTOR (ENVIRONMENT)**

NOTE

The following background papers, as defined by Section 50D of the Local Government (Scotland) Act 1973 (and not containing confidential or exempt information) were relied on to a material extent in preparing the above report.

- ***Report to the Environment Committee on 8 June 2011 entitled Perth and Kinross Countryside Trust – Service Level Agreement, Report Number: 11/305***
- ***Report to the Environment Committee on 23 November 2011 entitled Tay Landscape Partnership, Report Number: 11/590***

Contact Officer:	Andy Clegg, 01738 475276 and aclegg@pkc.gov.uk
Address of Service:	Pullar House, 35 Kinnoull Street, Perth, PH1 5GD
Date of Report	06 June 2012

If you or someone you know would like a copy of this document in another language or format, (On occasion only, a summary of the document will be provided in translation), this can be arranged by contacting the Customer Service Centre on 01738 475000



Council Text Phone Number 01738 442573



SERVICE LEVEL AGREEMENT

BETWEEN

PERTH and KINROSS COUNCIL

AND

PERTH AND KINROSS COUNTRYSIDE TRUST

FOR PERIOD 2011/12

Amount	£ 109,000
Financial Code	1/13/4070/0000/574907
Monitoring Officer	Community Greenspace Manager

SERVICE LEVEL AGREEMENT BETWEEN PERTH and KINROSS COUNCIL
AND
PERTH AND KINROSS COUNTRYSIDE TRUST

GENERAL NARRATIVE

1. The enclosed Service Level Agreement provides details of the service that the Council will require for the period 1st April 2012 to 31st March 2013.
2. The enclosed Service Level Agreement is to cover a one year period in line with Council budget policy at a fixed price with no reduction to service as described within the Service Specification.
3. **The Service Provider shall complete and return all the Service Level Agreement documents duly completed.**
4. Failure to return all completed Service Level Agreement Documents in the manner, at the time and to the place specified will result in the Council being unable to use the Service Provider.
5. Alterations and qualifications to the Service Level Agreement Documents must not be made.
6. Should there be any query as to the meaning of any aspect of the Service Level Agreement Documents then the Service Provider shall submit such query in writing to the Executive Director (Environment), Perth and Kinross Council, Pullar House 35 Kinnoull St, Perth PH1 5GD, who shall respond in writing within 7 working days of receipt of said query.
7. In accepting an award from the Council the Service Provider warrants that he is of sound financial standing, and that he has full power and authority to enter into and carry out the Service Level Agreement.
8. The Service Provider demonstrates to the satisfaction of the Council that he has or will have the resources necessary to commence this Service Level Agreement with effect from 1st April 2011. The Council shall be the sole judge as to whether or not the Service Provider has sufficient resources.

DEFINITIONS

The following definitions apply throughout the Service Level Agreement:

The Council:

means Perth and Kinross Council

The Services:

means the service as may be required in terms of the Service Level Agreement.

Service Provider:

means the person(s), companies or organisations(s) who are to provide an agreed service to the Council.

Parties to the Service Level Agreement:

means the Council and the Service Provider.

Monitoring/Liaison Officer:

means the person or persons nominated by the Council or any succeeding person(s) or representative(s) similarly nominated. Such person or persons shall represent the Council in respect of the day to day decisions and discussions with the Service Provider and shall act as inspector, on behalf of the Council, for the Services being provided by the Service Provider.

The Manager:

means the person who is responsible for the management of the Service Level Agreement on behalf of the Service Provider.

Service Level Agreement Award:

means the amount which is to be made available to the Service Provider by the Council.

The Service Level Agreement:

comprises the following:

Service Level Agreement
Service Specification
Certificate of Compliance

Male/Female:

all references to the male gender shall include the female gender and vice versa.

Singular/Plural:

words importing the singular also include the plural and vice versa where the context requires.

Headings:

the headings used in the Service Level Agreement shall not be deemed to be part of the Service Level Agreement and will not be taken into account in considering the interpretation and construction thereof.

1 Service Providers' General Obligations

- 1.1 The Service Provider shall carefully read and examine the Service Level Agreement prior to accepting the award. The Service Provider is deemed to have read and understood the terms contained in the Service Level Agreement.
- 1.2 The Service Provider shall with due diligence and in an efficient, effective and safe manner carry out and complete the Service in accordance with the Service Level Agreement using suitably qualified staff.
- 1.3 The Service Provider shall, at his own expense throughout the period of the Service Level Agreement, institute and maintain a properly controlled system of quality control to ensure the standard of service as specified in the Service Level Agreement documents is properly maintained throughout the duration of the Service Level Agreement. The quality control system used by the Service Provider shall supplement and be additional to any monitoring that may be instituted by the Council and shall not be a substitute for it.
- 1.4 In the event that the Service Provider is unable to meet his obligations under the Service Level Agreement then the Service Provider shall immediately notify the Monitoring/Liaison Officer.

2 The Monitoring/Liaison Officer

- 2.1 The functions, rights and powers conferred by this Service Level Agreement upon the Council shall, where appropriate and at the sole discretion of the Council, be exercised by the Monitoring/Liaison Officer.
- 2.2 The Monitoring/Liaison Officer shall represent the Council in respect of the day to day decisions and discussion, and shall act as inspector on behalf of the Council, for the Service being provided by the Service Provider.
- 2.3 The Monitoring/Liaison Officer's role is to ensure that all aspects of the Service provided comply in every respect with the requirements of the Service Level Agreement.
- 2.4 The Service Provider shall afford the Monitoring/Liaison Officer such co-operation as is necessary to allow the Monitoring/Liaison Officer to carry out his duties.

- 2.5 The Monitoring/Liaison Officer shall by mutual consent have access to all places where the service is being provided for the purposes of the Service Level Agreement and the service provider shall afford every facility for and every assistance in obtaining the right to such access.

3 Quality and Quantity Service Audits

- 3.1 The Council reserves the right to undertake on an agreed regular basis, formal quality and quantity service audits, which will involve the monitoring of the Service Provider's performance on a random or comprehensive basis.
- 3.2 The Council reserves the right for its external auditors to undertake formal quality and quantity service audits as appropriate.
- 3.3 The Service Provider shall demonstrate to the Monitoring/Liaison Officer that appropriate Quality Assurance System is in place as determined by the service specification.

4 Staff

- 4.1 The Service Provider shall at all times during the Service Level Agreement employ an adequate number of persons of sufficient abilities and skills for the proper performance of the service. The Service Provider shall ensure that:
- 4.1.1 staffing levels (including volunteers) are adequate for the provision of the Service, to the reasonable satisfaction of the Council;
 - 4.1.2 unless the Council agrees otherwise, the suitability of staff and volunteers is properly assessed, and where staff and/or volunteers will have access to children or vulnerable adults, that all appropriate checks are carried out, including the relevant check with Disclosure Scotland;
 - 4.1.3 staff are suitably qualified;
 - 4.1.4 a training policy for staff and volunteers is maintained and implemented.
 - 4.1.5 the Service Provider will be able to provide documentary evidence to demonstrate all of the above.
- 4.2 The Service Provider shall notify the Monitoring/Liaison Officer of the name, address and telephone number of the Manager who will be responsible for the management of the Service Level Agreement. Any instruction or request for information given to the Manager shall be deemed to have been given to the Service Provider. The person in charge of the Service Level Agreement shall be available for contact at all normal working times throughout the duration of the Service Level Agreement. In the absence of the Manager the Service Provider shall advise the Monitoring/Liaison Officer, in advance of such

absence, the name and contact details of the substitute person. An instruction or request for information given to any of those persons shall be deemed to have been given to the Service Provider.

- 4.3 The Council and Service Provider shall regard as confidential and shall not disclose to any third party any confidential or personal information which is acquired as a consequence of carrying out the Service and which relates to:
- (i) The Service; or
 - (ii) The Council's management of the Service, or
 - (iii) Any other service or function undertaken by or provided on behalf of the Council, or
 - (iv) The Council's management of any service or functions referred to in (iii) above.

Disclosure of information shall be subject to Freedom of Information (Scotland) Act 2002 and any Acts amending or repealing the same.

- 4.4 The Service Provider undertakes to take appropriate steps as provided within the Services Provider disciplinary procedures for any breach of confidentiality by any member of his staff in respect of Condition 4.3.

5 Confidentiality and Freedom Of Information

- 5.1 The Service Provider notes the Council's obligations under the Freedom of Information (Scotland) Act 2002 and will assist the Council in its compliance with the Act. For the purpose of assisting the Council in terms of this clause, the Service Provider may be required by the Council at any time to specify what information or documents relating to the Agreement which the Provider considers may be exempt under Clause 5.3
- 5.2 Subject to Clause 5.3 below, pursuant to its obligations under the Act, the Council will either publish or disclose on request all information and documents relating to this Agreement.
- 5.3 Clause 5.2 will not apply where, in the Council's sole opinion, the information or documents relating to the Agreement, or any part thereof, is exempt from publication or disclosure by virtue of the Act.
- 5.4 The Council will consult with, and will take into account, the views of the Service Provider and any third party with an interest in the Agreement, prior to publishing or disclosing any information relating to or affecting the Service Provider or any such third party.
- 5.5 The Service Provider shall regard as strictly confidential, any information obtained in relation to the Council or any Service User, and shall not disclose any such information to any unauthorised person at any time.

- 5.6 Notwithstanding Clause 5.5, the parties shall be entitled to disclose personal or medical information relating to a Service User where the Service User's written consent to such disclosure has been obtained, subject always to any legislation, rule of law, or any pending civil or criminal investigation or inquiry.
- 5.7 Both parties shall at all times comply with the provisions of the Data Protection Act 1998. Both parties shall bring into effect and maintain all necessary technical and organisational measures to prevent unauthorised or unlawful processing of personal data and accidental loss or destruction of, or damage to, personal data including but not limited to taking reasonable steps to ensure the reliability of staff having access to the personal data.
- 5.8 The obligations of confidentiality contained in this Agreement shall survive the termination of this Service Level Agreement.

6 Agency

- 6.1 The Service Provider shall not be or be deemed to be an agent of the Council, except where the Council has specifically requested the Service Provider to undertake this role, and the Service Provider shall not project himself as having authority or power to bind the Council in any way.

7 Service Level Agreement Award

- 7.1 The quality and quantity of the Service to be provided in exchange for the Service Level Agreement Award shall be deemed to be that which is set out in the Service Level Agreement.
- 7.2 The Service Level Agreement Award shall not be adjusted or altered in any way whatsoever otherwise than in accordance with the express provision of the Service Level Agreement.

8 Value Added Tax

- 8.1 In this condition, "VAT" means the value added tax in terms of the Value Added Tax Act 1983 (as amended).
- 8.2 Any sum due to the Service Provider under the Service Level Agreement shall be regarded as exclusive of any VAT.

9 Provision of Service

The Service Provider shall commence provision of service on 1st April 2012 and terminate on 31st March 2013.

10 Commencement and Termination

The Service Level Agreement shall commence on 1st April 2012 and terminate on 31st March 2013.

11 Assignment and Sub-Contracting

- 11.1 The Service Provider shall not, without receiving the prior written consent of the Council, assign this Service Level Agreement or any part of the Service Level Agreement.

12 Indemnities and Insurance

- 12.1 The Service Provider shall be liable for, and shall indemnify the Council against, any expense, liability, loss, fine, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to, or the death of, any person whomsoever arising out of, or in the course of, or caused by the carrying out of the Service, unless due to any act or neglect of the Council or any employee of the Council.
- 12.2 The Service provider shall be liable for, and shall indemnify the Council against, any expense, liability, loss fine claim or proceedings in respect of any injury or damage whatsoever to any property in so far as such injury or damage arises out of, or in the course of, or by reason of, the carrying out of the Service, and provided always that the same is due to any negligence, omission or default of the Service Provider or his employees, servants or agents or of any Sub-Contractor, his employees, servants or agents.
- 12.3 Without prejudice to the Service Provider's Obligation to indemnify the Council under clauses 12.1 and 12.2 the Service Provider shall take out and maintain insurance cover in respect of claims arising out of his liability referred to in the said clauses. Further detail in respect of the level of cover required and specific cover relating to the service provision will be detailed in the Service Specification.

The Service Provider shall be required, before commencement of this agreement and at any other time as required to do so by the Council, produce documentary evidence showing that the insurance required under clause 12 and as prescribed in the Service Specification has been taken out and maintained.

13 Termination by the Council

Without prejudice to any other rights or remedies which the Council may possess, whether in terms of this Service Level Agreement or otherwise, if any of the following events occur, that is to say:

- 13.1 If for any reason the Service Provider suspends the carrying out of the service; or
- 13.2 If for any reason the Service Provider fails to proceed regularly and diligently with the Service; or

- 13.3 If for any reason the Service Provider refused or persistently fails to comply with a written instruction from the Monitoring/Liaison Officer; or
- 13.4 If for any reason the Service Provider fails to comply with the provisions of any of the conditions of the Service Level Agreement; or
- 13.5 If there shall be any change in control of the Service Provider and not agreed with the Monitoring/Liaison Officer;

Then the Monitoring/Liaison Officer may give to the Service Provider a notice by registered post or recorded delivery addressed to his registered office specifying the default and giving the Service Provider 28 days notice to fulfil its obligations. In the event of the Service Provider failing to comply with the notice the Council shall be entitled to terminate the Service Level Agreement with immediate effect. For the avoidance of doubt it is hereby expressly provided that the use of the words “for any reason” in Conditions 13.1 to 13.5 entitles the Monitoring/Liaison Officer to serve a notice terminating the Service Level Agreement where the failure or default arises from circumstances which are outwith the control of the Service Provider.

- 13.6 In particular and without prejudice to the foregoing generality the Monitoring/Liaison Officer will be entitled to terminate the contract where the failure or default arises by reason of force majeure, namely, circumstances beyond the control of the Service Provider which shall include (but shall not be limited to) acts of God, perils of the sea or air, flood, drought, explosion sabotage, accident, embargo, riot, civil commotions, the breakdown of equipment and labour disputes of whatever nature and for whatever cause arising including (but without prejudice to the generality of the foregoing) work to rule, overtime bars, strikes and lockouts.
- 13.7 In the event of the Service Provider (being a company incorporated under the Companies Acts) becoming apparently insolvent pursuant to Section 7 of the Bankruptcy (Scotland) Act 1985 or having a Receiver, Administrator or Provisional Liquidator appointed pursuant to the Insolvency Act 1986 to control and manage the affairs of the Service Provider, or going into liquidation voluntary or otherwise (other than a liquidation for the purposes of reconstruction or amalgamation or other similar purpose not involving a realisation of assets) or having any part of its assets attached by diligence of a creditor of the Service Provider and the attachment of such diligence not being released within 5 working days, then on the occurrence of any of these events, the Council may terminate the employment of the Service Provider under this Service Level Agreement with immediate effect on giving to the Service Provider written notice to that effect sent by registered post or recorded delivery addressed to the Service Provider's registered office.
- 13.8 In the event of the Service Provider (not being a company incorporated under the Companies Act) becoming apparently insolvent pursuant to Section 7 of the Bankruptcy (Scotland) Act 1985, the Council may terminate the employment of the Service Provider under this Service Level Agreement with

immediate effect on giving to the Service Provider written notice to that effect sent by registered post or recorded delivery and addressed to the Service Provider's main or head office.

- 13.9 In the event of the Service Level Agreement being terminated in terms of Conditions 13.7 or 13.8 hereof, the said Service Level Agreement may be reinstated and continued if the Council and the Service Provider, its Receiver, Administrator, Liquidator, Provision Liquidator, Trustee or Creditors, as the case may be, shall so agree.
- 13.10 The Council shall be entitled to terminate the employment of the Service Provider with immediate effect under this or any other Service Level Agreement, if the Service Provider shall have offered, or given, or agreed to give to any person, any gift or consideration of any kind as an inducement or reward for doing, or forbearing to do, or for having done or failed to do any action in relation to the obtaining or execution of this or any other Service Level Agreement with the Council, or for show, or forbearing to show favour or disfavour to any person in relation to this or any other Service Level Agreement with the Council, or if the like acts shall have been done by any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or shall have given any fee or reward the receipt of which is an offence under S 68(2) of the Local Government (Scotland) Act 1973 or any re-enactment thereof.
- 13.11 In the event of the employment of the Service Provider under this Service Level Agreement being terminated under Conditions 13.1 to 13.10 inclusive and so long as the employment of the Service Provider has not been reinstated and continued, the respective rights and duties of the Council and the Service Provider shall be as set out in Conditions 13.5 to 13.8 inclusive.
- 13.12 The Council may employ and pay other persons to carry out and complete the Service and may employ all necessary staff essential for the carrying out and completion of the Service.
- 13.13 In the event that the Service Level Agreement is terminated the Service Provider shall pay to the Council the amount of any loss and/or expense incurred by the Council in the event that the Council terminate the Service Level Agreement prior to the termination date.
- 13.14 The rights of the Council in terms of Condition 13 are in addition and without prejudice to any other rights the Council may have to claim the amount of any loss, damage or expense suffered by the Council on account of the acts or omission of the Service Provider.

14 *Payment to Service Provider*

- 14.1 Payment to the Service Provider will be on such terms and conditions as determined by the Council.

- 14.2 The Monitoring/Liaison Officer shall have the authority to request from the Service Provider, any relevant documentary evidence necessary to allow the checking of the Service Provider's financial standing. The Service Provider must comply with all such requests, as a matter of priority, to enable payments to be made by the Council. All such information will be afforded the correct level of confidentiality as prescribed in section 5.

15 *Default in Performance*

- 15.1 At any time from the commencement date the Monitoring/Liaison Officer may investigate any instance where, in his opinion, the Service Provider has failed to perform the Service in accordance with the provisions of the Service Level Agreement documents.
- 15.2 Where the Monitoring/Liaison Officer is satisfied that the Service Provider has failed to perform the service in accordance with the provisions of the Service Level Agreement, then the Monitoring/Liaison Officer will be entitled at his sole discretion to instruct the Service Provider, in writing, to remedy the failure or failures in order to comply with the stated requirements of the Service Level Agreement. Such rectification must be carried out at the sole expense of the Service Provider and must be carried out within a time, or times, stated on the instruction(s) given by the Monitoring/Liaison Officer.
- 15.3 If the Service Provider, for whatever reason, fails to provide or perform the service in accordance with the terms of the Service Level Agreement, then without prejudice to any other remedy contained herein, the Council may by its own or other employees, contractors or agents, provide and perform such services or part thereof in which the Service Provider has failed. The costs and charges incurred by the Council in so doing shall be paid by the Service Provider to the Council on demand or may be deducted by the Council from any monies which may become due to the Service Provider.

16 *Disputes/Negotiations*

- 16.1 If any dispute or difference concerning this Service Level Agreement shall arise between the Council and the Service Provider, then negotiations to resolve such dispute or difference shall be entered into between the Monitoring/Liaison Officer and the Service Provider.
- 16.2 In the event of failure to reach agreement following negotiations as provided for in Condition 16.1, then negotiations will be entered into between the Executive Director (Environment) or any other person nominated by the Council and the Service Provider. In the event that these negotiations subsequently fail the matter will be referred to an independent arbitrator appointed by the council. The decision of the independent arbitrator will be deemed to be final and binding on the parties to the Service Level Agreement.

17 *Service of Notices*

- 17.1 In any provision within the Service Level Agreement, where reference is made to the serving of notices by registered or recorded delivery post, receipt of such notices will be deemed to have occurred the day after the date of posting.
- 17.2 In any provision within the Service Level Agreement where reference is made to a notice being sent to a registered office then, if the Service Provider does not have a registered office, the notice must be sent to the Service Provider's main or head office.
- 17.3 All notices to be served on the Council must be served on the Executive Director (Environment), Perth and Kinross Council, Pullar House 35 Kinnoull St, Perth PH1 5GD.

18 *Issuing of Written Instructions*

- 18.1 In any provision within the Service Level Agreement, where reference is made to the issuing of written instructions, one copy of each such written instruction or notice shall be delivered to:
 - a) the Manager; and
 - b) the Service Provider's registered office or principal place of work.

19 *Statutory Requirements*

- 19.1 Throughout the duration of the Service Level Agreement, the Service Provider shall ensure that in carrying out the Service it complies with all relevant legislation. In particular, and without prejudice to the foregoing generality, the Provider shall ensure that it at all times complies with the provisions of all legislation relating to equal opportunities.
- 19.2 The Service Provider shall secure compliance with the Human Rights Act 1998 when performing the Service under this Agreement.

20 *General Requirements*

Throughout the duration of the Service Level Agreement, the Service Provider must ensure that he complies with all the requirements detailed in the Service Level Agreement.

21 *Whole Agreement*

The Service Level Agreement constitutes the sole and whole agreement and understanding of the parties as to the subject matter hereof.

22 *Waiver*

Failure by the Council at any time to enforce a provision of the Service Level Agreement or to require performance by the Service Provider of any of the provisions of the Service Level Agreement shall not be construed as a waiver of any such provision and shall not affect the validity of the Service Level Agreement or any part thereof or the right of the Council to enforce any provision in accordance with the terms of the Service Level Agreement.

23 *Severance*

If any provision of the Service Level Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid in any way, such invalidity or unenforceability shall in no way impair or affect any other provision all of which will remain in full force and effect.

24 *Inconsistency*

If the Service Provider shall find any discrepancy in or divergence between any of the following, including a divergence between parts of any one of them, namely:

- a) The Service Level Agreement
- b) Any instruction issued by the Monitoring/Liaison Officer under the contract.

He shall without undue delay give to the Council a written notice specifying the discrepancy or divergence and the Council shall issue instructions as to which provision should prevail.

25 *Law*

- 25.1 This Service Level Agreement shall be regarded as a Scottish Contract and shall be construed in all respects according to the Law of Scotland. The Service Provider irrevocably submits to the jurisdiction of the Scottish Courts.
- 25.2 The Service Provider shall comply with all relevant legislative requirements relating to the provision of the service. In particular, and without prejudice to the foregoing generality, the Service Provider shall at all times comply with all legislation relating to race, sex and disability discrimination.

- 25.3 The Service Provider shall secure compliance with the Human Rights Act 1998 and Race Relations (Amendment) Act 2000 as if it were a public authority within the terms of the Act when performing the service under this contract.
- 25.4 The Provider shall ensure compliance with the principles and requirements of the Adults with Incapacity (Scotland) Act 2000 and the Mental Health (Care and Treatment) (Scotland) Act 2003.

26 *Variation*

This Service Level Agreement may be varied or amended at any time subject to the written agreement of both parties.

CERTIFICATE OF COMPLIANCE

TO PERTH AND KINROSS COUNCIL

I/We hereby confirm that I/we have complied with and will continue to comply with the conditions set out in this Service Level Agreement. In particular, I/we unconditionally and irrevocably undertake that:

- I/we are of sound financial standing, that I/we have sufficient working capital available and that I/we have full power and authority to enter into and carry out this Service Level Agreement.
- I/we have or will have adequate resources in terms of employees, premises and equipment to carry out and fulfil the Service in accordance with the requirements of this Service Level Agreement.

For and on behalf of Perth and Kinross Countryside Trust

.....

Signed Status

Date

Service Level Agreement between Perth and Kinross Council and Perth and Kinross Countryside Trust

Service Specification.

Introduction

The document seeks to engage Perth and Kinross Countryside Trust as a partner in the achievement of the undernoted Objectives of Perth and Kinross Council Environment Service.

Environment Service

- To promote sustainable development
- To drive forward the performance of the local economy
- To promote and nurture a positive image of Perth and Kinross
- To manage, maintain and enhance the public realm and provide safe and convenient access for all users

Aim of Perth and Kinross Countryside Trust

“To provide and promote high quality opportunities for access and recreation throughout Perth and Kinross for the benefit of the community as a whole.”

Current Priorities

The Trust's medium term priorities are:

- Securing a sustainable future – by raising sustainable additional funding from external sources
- Partnership working – develop all new projects in partnership
- Big Tree Country Phase 2 – extending the project to include more sites, working with the iCONic project and taking forward the Woodlands, Words and Wonders project.
- Community Access Projects – implementation of the Core Paths Plan for Perth and Kinross in conjunction with Perth and Kinross Council and local communities.

- Strategic Routes – develop the Cateran Trail and work with others to develop the Tay Trail
- Awareness and Promotion – continue to develop the Trust website and newsletters and develop further health initiatives.
- Grants – provide and stimulate the take up of financial and technical help to fulfil the Trust's aims
- Monitoring – introduce a monitoring scheme for all existing projects
- Other projects – identify and develop new initiatives.

a) Responsibilities of Perth and Kinross Council Environment Service.

- i. Perth and Kinross Council will provide a financial contribution to the value of £109,000.
- ii. The activities of Perth and Kinross Countryside Trust in terms of this agreement will be overseen by the Monitoring Officer in this case defined as the Community Greenspace Manager or subsequent individual with responsibility for the Council's budget.
- iii. The Monitoring Officer will undertake to provide guidance and support relating to the activities and programme of Perth and Kinross Countryside Trust.
- iv. Access will be provided for the staff of Perth and Kinross Countryside Trust to participate in regular staff development and training opportunities.
- v. Officers of Perth and Kinross Council Environment Service and Corporate Services will attend appropriate meetings of Perth and Kinross Countryside Trust.

Perth and Kinross Council reserves the right to examine the books and records of accounts relating to all aspects of the above reports and financial affairs relating to this Service Level Agreement.

b) Responsibilities of Perth and Kinross Countryside Trust

- i. Participation in and contribution to meetings of the Perth and Kinross Countryside Trust, including sub-groups where appropriate.
- ii. Provision of information and input contributing to appropriate review of project activities.

- iii. Operation in accordance with Perth and Kinross Council policies.
- iv. Contribution to the monitoring and evaluation determined by Perth and Kinross Council
- v. Operation in accordance with Best Value principles and procedures.
- vi. Ensure complete confidentiality in respect of information held about clients of the Environment Service.
- vii. Comply with other general terms and conditions within the Standard Service Level Agreement.

c) Services to be provided by Perth and Kinross Council

- i. Provide administrative and secretarial services to assist the management and operation of the Trust's Executive Committee for which the Council may make a charge.
- ii. Provide financial advice in respect of the Trust's Accounts and Treasurer function for which the Council may make a charge.
- iii. Provide Information Technology support to the Trust
- iv) Provide access to pool vehicles for use by Trust employees

d) Services to be provided by Perth and Kinross Countryside Trust

i Management

Management services are to be provided by the Trust to ensure all staff resources and facilities are managed in accordance with Employment Law and Health and Safety Requirements

The Trust will review and revise its Business Plan to ensure that adequate policies are included in relation to equalities.

The Trust will incorporate equalities clauses into any grant offers to landowner, individuals and communities.

Written equalities assessments will be undertaken for all new projects.

Any new or revised publications/interpretation will be assessed for readability by those who do not have English as a first language and for people with a visual impairment. Equalities monitoring will be undertaken as part of any future customer or visitor surveys. Before commencing any project which is likely to result in significant change to the local environment the Trust will undertake local consultation in accordance with the National Standards for Community Engagement.

ii Activities

Fundraising – seek contributions from the commercial sector towards the development of access and recreation opportunities to the value of £20,000. Make applications for external funding for projects where appropriate.

Partnership Working – continue to work in partnership with all relevant stakeholders including agencies, private sector organisations, individuals and community groups.

Big Tree Country – continue to implement the recommendations of the EKOS report on the Future Growth Potential of Perthshire Big Tree Country and, specifically, promote Big Tree Country through a programme of environmental education, literature, a website and the newsletter.

Path Networks – provide 15km of new or substantially upgraded and signposted paths. In addition the Trust will assist the Council in implementing the Core Paths Plan on receipt of specific project briefs.

Strategic Routes – continue to manage, maintain, improve and promote the Cateran Trail as Scotland's first circular 'long distance route'.

Publicity and Promotion – continue to maintain a website, produce quarterly newsletters and an annual report about the Trust's activities and opportunities for outdoor recreation in Perth and Kinross. Produce relevant publications including a reprint of 'Take the Bus for a Walk' in 2011/12. Provide support to events and festivals which showcase tourism and active recreation opportunities in the natural environment of Perth and Kinross.

Grants – provide up to £20,000 in grants to local communities to enable them to employ part-time project officers and implement local path projects. Operate a grant scheme for landowners, communities and other organisations to undertake work to further the Trust's aims to the value of £30,000.

In addition provide grant assistance of up to £25,000 for projects which benefit tourism in the outdoors in Perth and Kinross.

Monitoring – develop a monitoring system for all existing projects and report back on the effectiveness of Trust spend by September 2011.

Other Projects – identify and develop new initiatives that promote the common objectives of the Trust's partners including taking forward the Tay Landscape Project.

e) Indemnities and Insurance

The level of cover held by Perth and Kinross Countryside Trust in respect of public liability insurance shall be no less than £5,000,000. The insurance in respect of claims for personal injury or the death of any person under a contract of service with Perth and Kinross Countryside Trust and arising out of or in the course of such

person's employment shall also comply with the Employer's Liability (Compulsory Insurance) Act 1998.

Perth and Kinross Countryside Trust shall be liable for and shall indemnify the Council against any expense, liability, or loss arising out of any claim or proceedings whatsoever under any statute or at common law in respect of: -

any illness, disease, or injury to persons, including illness, disease or injury resulting in death, and any other loss, injury or damage to any party arising out of or in the course of or in connection with the provision of the service by Perth and Kinross Countryside Trust or its staff or volunteers and any failure in compliance with any statutes, orders, regulations, byelaws and other provisions to be observed in connection with the provision of the service so far as this arises out of the act, default or negligence of Perth and Kinross Countryside Trust or its staff, provided that Perth and Kinross Countryside Trust shall not be liable for nor be required to indemnify the Council against any liability, loss or claim resulting from any act, default or negligence on the part of the Council or its employees or its agents.

f) Monitoring and Evaluation

The work of Perth and Kinross Countryside Trust will be monitored internally in line with their systems of supervision, job appraisal and evaluation procedures.

Perth and Kinross Countryside Trust will provide the monitoring officer with a quarterly written report including an account of activities undertaken.

Perth and Kinross Countryside Trust will provide interim reports quarterly and a full Evaluation and Annual Report will be produced.

A Financial Monitoring Statement will require to be submitted to Perth and Kinross Council on a quarterly basis, as part of an overall quarterly report.

g) Financial Arrangements

In order to facilitate the delivery of services as described in this document, Perth and Kinross Council will make available the sum of £109,000, payable by BACS to Perth and Kinross Countryside Trust, quarterly in arrears, on receipt of appropriate invoices. The Council reserves the right to recover any slippage generated at the end of each financial year.

Signed for and on behalf of Perth and Kinross Council

Name

Signature

Designation

Date

Witness

Name

Signature

Designation

Date

Signed for and on behalf of Perth and Kinross Countryside Trust

Name

Signature

Designation

Date

Witness

Name

Signature

Designation

Date

Appendix 2

Organisations and Groups the Trust Work with in 2011/12

SNH

Forestry Commission Scotland
 Perthshire Tourism Partnership
 Blairgowrie and East Perthshire Tourism Association
 Glenshee Tourism Association
 Carse of Gowrie Group
 Carse of Gowrie Sustainability Group
 Braes of the Carse Group
 The Woodland Trust
 Highland Perthshire Ltd
 S+AR Forum
 Comrie Croft (on a Big Bird Country promotion)
 The Gleneagles Hotel
 Dunkeld Hilton
 The Pictish Way Steering Group (Aberdeen City Council, Aberdeenshire Council, Angus Council, PKC, Cairngorm National Park, Highland Perthshire Ltd, GlenTrek and Outdoor Angus)
 Landowners
 The Rural Access Committee of Kinross-shire (TRACKS)
 Highland Perthshire Cycling Group
 Alyth Hill Users Group (AHUG)
 Coupar Angus Regeneration Trust (CART)

Appendix 3



SERVICE LEVEL AGREEMENT

BETWEEN

PERTH and KINROSS COUNCIL

AND

PERTH AND KINROSS COUNTRYSIDE TRUST

FOR PERIOD 2012/13

Amount	£ 70,000
Financial Code	1/13/4070/0000/574907
Monitoring Officer	Community Greenspace Team Leader

Note: the form of the agreement will be the same as that shown in Appendix 1 but updated to reflect the current year. In addition the following Activity Targets for 2012/13 are proposed:

Activities

Fundraising – seek contributions from the commercial sector towards the development of access and recreation opportunities to the value of £20,000. Make applications for external funding for projects where appropriate.

Partnership Working – continue to work in partnership with all relevant stakeholders including agencies, private sector organisations, individuals and community groups.

Big Tree Country – continue to implement the recommendations of the EKOS report on the Future Growth Potential of Perthshire Big Tree Country and, specifically, promote Big Tree Country through a programme of environmental education, literature, a website and the newsletter.

Path Networks – provide 10km of new or substantially upgraded and signposted paths. In addition the Trust will assist the Council in implementing the Core Paths Plan on agreed project briefs.

Strategic Routes – continue to manage, maintain, improve and promote the Cateran Trail as Scotland's first circular 'long distance route', and one of 'Scotland's Great Trails'.

Publicity and Promotion – continue to maintain a website, produce quarterly newsletters and an annual report about the Trust's activities and opportunities for outdoor recreation in Perth and Kinross. Produce relevant publications including a reprint of 'Take the Bus for a Walk' in 2012/13. Provide support to events and festivals which showcase tourism and active recreation opportunities in the natural environment of Perth and Kinross.

Grants – provide up to £20,000 in grants to local communities to enable them to employ part-time project officers and implement local path projects. Operate a grant scheme for landowners, communities and other organisations to undertake work to further the Trust's aims, to the value of £16,000.

In addition provide grant assistance of up to £25,000 for projects which benefit tourism in the outdoors in Perth and Kinross.

Monitoring – develop a monitoring system for all existing projects and report back on the effectiveness of Trust spend by September 2012.

Other Projects – identify and develop new initiatives that promote the common objectives of the Trust's partners including taking forward the Tay Landscape Project.

