GATEWAY SERVICE MANAGEMENT AGREEMENT

MANAGING AUTHORITY:

SERVICE USER:

GATEWAY ADDRESS:

DESIGNATED SPACE
Desk Number(s) and/or
Meeting Room(s):

DESIGNATED HOURS: xxxxxxxx for six (6) months (or part thereof) starting on ...........

SERVICE MANAGEMENT FEE:
[to be invoiced quarterly in advance]

Signed by ......................................................................................................................

Authorised signatory on behalf of the Managing Authority

Print full name..............................................................................................................

I agree to the terms and conditions of this Service Management Agreement set out on pages 2 to 4 below

Signed by ......................................................................................................................

Authorised signatory on behalf of the Service User

Print full name..............................................................................................................
Terms and Conditions

The Managing Authority permits the Service User to have use of the Designated Space in [insert name of Gateway] Gateway for the dates and times as specified in this Service Management Agreement and subject to the following terms and conditions:

1. The Service User may have use of the Designated Space during the Designated Hours for the six (6) month period (or part thereof) stated on page 1.

2. [insert name of Gateway] Gateway will be open [insert local opening hours] A full day’s service management fee relates to the opening hours of [insert name of Gateway] Gateway for that specific day of the week. A morning commences from the time that [insert name of Gateway] Gateway is open on that specific day and runs until 1pm. An afternoon commences from 1.30pm and finishes at the time that [insert name of Gateway] Gateway closes on that specific day of the week.

3. The Service User shall vacate the Designated Space by the end of the Designated Hours of the session allocated to it to avoid incurring any additional service management fee. The Managing Authority will be entitled to charge at a full half day rate on each and every occasion when the Service User remains in occupation of the Designated Space beyond the Designated Hours.

4. The Service User will pay to the Managing Authority the Service Management Fee stated on page 1.

5. The Service User will have the right to use the toilet and kitchen facilities in [insert name of Gateway] Gateway and such locker facilities as previously agreed with the Gateway Manager, for the Designated Hours.

6. So far as is possible, the Managing Authority will provide that reasonable storage facilities are made available to the Service User for the duration of the Designated Hours, subject to prior negotiation and agreement with the Gateway Manager.

7. The Service User will have the right to access to and from [insert name of Gateway] Gateway along routes and through entrances as advised from time to time by the Gateway Manager for the time being of [insert name of Gateway] Gateway "the Accessways".

8. The Service User will undertake to have appropriate and adequate third party insurance for the business that they are undertaking at [insert name of Gateway] Gateway. The Service User will comply with all health and safety procedures and operational practices and terms and conditions as specified from time to time by the Gateway Manager in the interest of the safe and good management of the [insert name of Gateway] Gateway.

9. The Service User will be responsible for making appropriate arrangements in the event that the Managing Authority is unable to provide the service due to exceptional circumstances. The Managing Authority agrees that in the event of
such occurrence the Service Management Fee would not apply for the period when [insert name of Gateway] Gateway is not available for use.

10. The Service User will comply with the terms and conditions of any legal agreements entered into by the Managing Authority in relation to [insert name of Gateway] Gateway.

11. Where the Service User is occupying desk space only, the Service User may be permitted to have temporary use of a meeting room facility as authorised by the Gateway Manager and subject also to following the Gateway procedures as specified from time to time by the Gateway Manager.

12. This Service Management Agreement may be terminated by either party giving to the other not less than one month’s notice in writing served by hand or by registered post or recorded delivery at the relevant address as specified at the beginning of this Service Management Agreement.

13. The Managing Authority may terminate this Service Management Agreement with immediate effect in the event of non-compliance by the Service User of any of the terms and conditions stated herein.

14. The Service User will comply at all times with all relevant legislation, bye laws and established professional procedures.

15. This Service Management Agreement and the benefit of this Service Management Agreement is exclusive to the Service User and is not assignable.

16. This Service Management Agreement is not a lease and does not grant exclusive possession or security of tenure of any part of or any facility within [insert name of Gateway] Gateway and the Managing Authority reserves the right to reallocate the Designated Space at its absolute discretion provided that equivalent space and or facility is provided for the Designated Hours.

17. The Service User will provide relevant customer facing services at the Designated Space throughout the Designated Hours and will co-operate with the Kent County Council and Tunbridge Wells Borough Council to achieve the Gateway objectives.

18. The Service User will provide awareness and signposting information for Gateway staff and will contribute to the development of the Gateway Taktix training tool, including regular updating and maintenance of information accuracy, and ensure all Gateway-based Service User staff participate in Taktix and other Gateway-specific training as may be deemed necessary for effective service provision.

19. The Service User will provide briefings and updates for Gateway staff and will ensure appropriate representation at Gateway partner meetings and events.

20. All staff within [insert name of Gateway] Gateway must have Safeguarding training. Proof of Risk Assessment and training records must be provided to the Gateway Manager on request.
21. The Service User will ensure all their staff are trained in the requirements of the Data Protection Act 1998 (the 1998 Act) and that they support and comply with the eight principles of the 1998 Act.

22. The Service User will ensure that all relevant Health & Safety Risk Assessments have been carried out in relation to their staff operating out of [insert name of Gateway] Gateway. Proof of Risk Assessment and Health & Safety records must be provided to the Gateway Manager on request.

23. The Service User will ensure that all relevant Equality Impact policies and Assessments are in place.

24. The Service User will promote their presence at Gateway through their normal internal/external communication channels, eg intranet, website, newsletters and promotional materials.

25. The Service User will not bring any furniture, equipment, goods or chattels into [insert name of Gateway] Gateway without the consent of the Managing Authority.

26. The Service User will keep the Designated Space clean and tidy and clear of rubbish and will leave it in a clean and tidy and totally clear condition at the end of each of the Designated Hours periods and at the end of the Service Management Agreement period.

27. The Service User will not obstruct the Accessways or make them dirty or untidy or leave any rubbish on them.

28. The Service User will not display any signs or notices at the Designated Space without the prior written notice of the Managing Authority.

29. The Service User will not use the Designated Space or the Accessways in such a way so as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the Gateway or adjoining or neighbouring property or the Managing Authority, occupiers or users of any adjoining or neighbouring property.

30. The Service User will not do anything that will or might constitute a breach of any statutory requirement affecting [insert name of Gateway] Gateway or that will or might wholly or partially vitiate any insurance effected in respect of [insert name of Gateway] Gateway from time to time.

31. The Service User will pay to the Managing Authority, on demand, and indemnify the Managing Authority against all costs and expenses of professional advisers and agents including VAT incurred by the Managing Authority in connection with the preparation, negotiations and completion of this agreement.

32. The Service User will not in any way impede the Managing Authority or its officers, servants or agents in the exercise of its rights of possession and control of the Designated Space and every part [insert name of Gateway] Gateway.
33. The Managing Authority gives no warranty that [insert name of Gateway] Gateway is legally or physically fit for the purposes of this Service Management Agreement.

34. The Managing Authority will not be liable for the death of, or injury to, the employees and clients of the Service User, or for damage to any property belonging to the Service User or its employees and clients, or for any losses, claims, demands, actions, proceedings, damages costs or expenses or other liability incurred by the Service User or its employees and clients in the exercise or purported exercise of the rights granted under this Service Management Agreement.