

CULTURE - ARTS RELATED		
Organisation	Purpose	Funding 2010/11
3-Year Agreements		
Kingshill House	Promotes visual and performing arts activities for the local community. It is also an outstation for Stroud College	£20,000

GRANT LEVEL AGREEMENT

Grant Level Agreement between Stroud District Council and Kingshill House

1. Parties to the Agreement

1.1 This Agreement is made on the 1st day of April 2010 between Stroud District Council of Council Offices, Ebley Mill, Westward Road, Stroud, Gloucestershire, GL5 4UB ("the Council") AND Kingshill House Limited, ("Kingshill House").

2. Purpose of the Agreement

2.1 The Council wishes to make grant funding available to Kingshill House to create and expand recreational and cultural opportunities in the Stroud District and Kingshill House wishes to provide the activities set out in Schedule 1 ("the Activities").

3. Introduction

3.1 The objective of Kingshill House is to provide a community facility which has a preferred use as an arts centre but welcomes a range of local organisations and groups. Kingshill House also directly organises programmes of activity which encourage the widest possible community participation.

3.2 Kingshill House currently receives a grant made annually from Cam Parish Council of £1,000 but does not receive core funding from any other organisation. This needs to be explored.

Grants towards the infrastructure of the building has been successfully sought from the Environmental Trust.

New funding for both capital and revenue is continuously being sought.

4. Status of Agreement

4.1 It is not the intention of this Agreement to impose strict legal obligations on either party. However, in signing, the Council and Kingshill House are committing themselves to fully comply with the roles and responsibilities set out for them within this agreement.

5. Status and Management of the Activity Provider

5.1 In carrying out this agreement, Kingshill House is acting in its own right as an independent organisation, and not as agents of the Council.

5.2 Responsibility for the management of Kingshill House is vested in the Board of

Directors, the membership and operation of which is laid down in the Constitution and Memorandum and Articles of Association.

6. Duration of the Agreement

6.1 This Agreement commences on 1st April 2010 and will continue for a maximum period of three years until 31st March 2013 unless terminated in accordance with sections 7.4-7.8.

7. The Grant

7.1 In consideration of the partial funding of the activities shown in Schedule 1, the Council shall pay Kingshill House the sum of £20,000 per annum. The sum thus agreed ("the Grant") will be paid by way of two equal six monthly payments via the BACS System.

7.2 The only adjustments that may be made to the amount given in 7.1 would be as a result of:

- (a) any agreements made between the Council and Kingshill House following a change in Kingshill House's outgoings due to any contractual arrangements as may exist, for example, for lease agreements and staff contracts; and,
- (b) any changes made because of an amendment to the specified activities after an annual review.

7.3 Together with the funds outlined in paragraph 3.2, these grants shall be construed as being a contribution towards the funding required to carry out those core activities referred to in Schedule 1 of this agreement, and for the purposes of this agreement are deemed to be Kingshill House's 'core funding'.

7.4 The District Council may withdraw or reduce the Grant at any time and for any reason and will follow the procedures set out below (7.5-7.8) when making Grant reductions or withdrawing the Grant completely.

7.5 The District Council will give Kingshill House clear reasons for the withdrawal or reduction of the Grant in writing.

7.6 Where the Grant is reduced or withdrawn a minimum of six months, and wherever possible 12 months, written notice will be given by the Council to Kingshill House. Any costs incurred by Kingshill House as a result of the withdrawal or reduction of the Grant are to be met from the final six-month payment. Typically this would include the cost of reducing or winding up activities, carrying out redundancies, meeting holiday entitlements of staff made redundant.

7.7 If Kingshill House should cease to operate or go into receivership or administration, as a result of the withdrawal or reduction of the grant or for some other reason, then subject to Charities and Insolvency Law and when all other liabilities have been met, any outstanding balances from the Grant is to be repaid. Any goods purchased with the Grant should be returned to the Council for redistribution to other voluntary organisations.

7.8 If Kingshill House, in ceasing to operate, can demonstrate that it is unable to meet its statutory or contractual liabilities due to unavoidable costs and that those liabilities will fall upon individual Trustees of Kingshill House, the Council will consider an appeal for funding to meet a proportion of those costs in line with the proportion of

income received by Kingshill House met by the Grant, but is under no obligation whatsoever to make any such funding available after such consideration.

7.9 Programme developments and additional activities over and above those supported by the core funding and described in Schedule 1 of this Agreement, can be considered for additional funding by the Council on the understanding that the Council can offer no commitment to fund. If the Council does fund these developments or additions in any one year, such funding will not affect the core funding arrangements and shall not be taken into account when calculating the core funding grants in the succeeding year.

7.10 All payments to be made under this agreement are not subject to VAT.

7.11 Where Kingshill House gains a surplus of income from grants, fundraising or other sources in any one year, the Council will not seek repayment of any part of the Grant. Kingshill House will maintain a level of reserves appropriate to meet its financial responsibilities.

7.12 Kingshill House shall acknowledge the Council's financial support in any literature and publicity materials.

7.13 Kingshill House must not support a political party nor use the Grant to pay for publicity, which is for or against any political party.

8. Circumstances Beyond the Parties' Control

8.1 Neither party shall be liable to the other for any failure to fulfil its obligations under this Agreement if such a failure is caused by circumstances which are beyond its reasonable control such as adverse weather conditions, natural disasters or civil disturbances.

8.2 The Council recognises that the activities specified in Schedule 1 are dependent upon the availability of suitable volunteers.

9. Financial Procedures

9.1 Kingshill House must keep and maintain proper financial and accounting systems and practices including:

- proper arrangements for paying taxes and National Insurance
- A bank account in the name of Kingshill House Limited
- two people must sign all cheques over £100 with at least one signatory being a Company Director of Kingshill House.

9.2 If Kingshill House receives a Grant of £10,000.00 or more in a year then it must:

- provide accounts every year for all income and spending relating to activities funded or partially funded by the Grant. An independent fully qualified accountant must audit these. In addition Kingshill House may receive an annual visit from the Council's Internal Audit Service in relation to Grant funded activities. The accounts to be presented in November of each year.
- advise the Council of any material changes affecting the finances of any activities funded or partially funded by the Grant.

9.3 Kingshill House will be required to keep full written records and accounts detailing how the Grant is used and shall permit the Council access at all reasonable times to all accounting records and supporting information in respect of these records and accounts.

10. Nominated Representative

10.1 The Council and Kingshill House will from time to time nominate a representative who will act as liaison in respect of this Agreement. The first representatives are identified below.

10.2 For the Council: Ray Figg, Head of Cultural Services, Stroud District Council, Ebley Mill, Stroud, Glos, GL5 4UB

10.3 For Kingshill House: Chairman, Kingshill House

11. Quality and Review

11.1 Kingshill House undertakes to monitor and report its performance in accordance with the arrangements set out in **Schedule 2**.

11.2 Representatives of the Council and Kingshill House will meet prior to the end of each financial year (March 31) to discuss and formally review this Agreement and the performance of Kingshill House over the financial year. At this meeting, the Council will seriously consider any requests made by Kingshill House to increase the following years Grant.

11.3 At least one additional meeting will be held during the course of any one financial year, typically after six months, to facilitate performance review, using the information set out in Schedule 2. This will be used to help highlight any difficulties or problems which might affect Kingshill House's ability to fulfil its stated aims and objectives, enabling preventative actions to be determined.

11.4 Any variations to this Agreement can only be made in writing and must be properly signed and duly authorised by the signatories of both parties.

11.5 Kingshill House will provide a copy of its Annual Business Plan and Annual Report to the Council and an invitation for the Council's contact officer to attend its Annual General Meeting. Kingshill House will also co-operate with the Council in carrying out any relevant Best Value Review.

11.6 At least six months before the expiration of this Agreement a major review will be conducted by the parties as a basis for considering future funding. No commitment is given by the Council to continue the provision of funding after the expiration of this Agreement.

11.7 The scope of the review will be agreed in writing prior to its commencement and may include the following:

- what has been achieved during the three-year term;
- the quality of the Activities and effectiveness of Kingshill House and its activities;
- how Kingshill House has contributed towards social inclusion;
- how Kingshill House has enabled its activities to be accessible to all sections of the community;
- how Kingshill House has worked in partnership with other agencies;

- ❑ how Kingshill House has gathered information on the differences that its activities and activities have brought to its users;
- ❑ What record keeping systems have been used in order to collect high quality and reliable information on: the number of service users, the number of users that are residents of Stroud, the type of service users e.g. age, gender.
- ❑ what developments and/or improvements have been introduced;
- ❑ how Kingshill House and its activities have enabled / helped the Council to achieve its corporate objectives.
- ❑ In addition, the review will also consider whether or not the continued funding of the Organisation is required.

11.8 The findings of the end of term review will be formally presented to the Council, with officer's recommendations, to consider whether the Council should continue to fund Kingshill House for a further three-year term.

12. Inspection and Monitoring

12.1 Kingshill House will at all times co-operate with the Council's processes for the inspection and monitoring of performance (as set out in section 11 / schedule 2) and financial audits (see section 9) in whatever way is reasonably requested by the Council.

13. Dispute Resolution

13.1 If either party considers the other to be in breach of their duties under this agreement or has a grievance about some aspect of the agreement's operation, the parties shall make every effort to resolve the issue through joint discussions. Where this fails:

- ❑ the party wishing to make the complaint should provide the other with written details, including proposals for resolving it;
- ❑ a written response should be sent to the initiating party within 14 days;
- ❑ if the response does not resolve the issue, the initiating party may request in writing to the contact officer a meeting of the authorised signatories (or their successor);
- ❑ where possible the meeting should be held within 14 days of the contact officer receiving the request.
- ❑ where the meeting does not resolve the complaint, the issue should be considered by Kingshill House's Board of Trustees or the relevant Council committee as a confidential item. Any submissions should be sent in advance to the other party and representation permitted.

13.2 If either party is dissatisfied with the outcome as notified to it in writing within seven days of the meeting, arbitration can be requested and this will take place with a mutually acceptable external party.

14. Confidentiality

14.1 Information will be shared between Kingshill House and the Council only where it is necessary for the provision and monitoring of the Service, but only in so far as the provisions in 14.1 allow.

14.3 Both parties shall comply with the Data Protection Act 1998 and any subsequent amendments thereof.

15. Assignment and Sub-Contracting

15.1 Kingshill House shall not assign or transfer the whole or any part of this Agreement or sub-contract any of the Service (identified in Schedule 1) without the prior written consent of the Council, which shall not be unreasonably withheld or delayed.

15.2 In the event that any assignment transfer or sub-contracting is permitted Kingshill House shall unless otherwise agreed with the Council remain fully liable for its obligation under this Agreement.

16. Insurance

16.1 Without limiting its liability under this Agreement Kingshill House shall affect and maintain with a reputable insurance company cover for such liabilities as may arise in the course of it's work, which as a minimum will be:

- Employers liability** - £10,000,000
- Public liability** - £2,000,000 (in respect of any one claim)

16.2 Kingshill House shall produce such evidence as the Council may reasonably require to confirm that the insurance referred to above has been affected and is in force at all times.

17. Indemnity

17.1 Kingshill House shall indemnify the Council and keep it indemnified against liability for injury to or death of any persons or loss of or damage to any property, which may arise out of the act or default, or negligence of Kingshill House and its employees or agents or sub-contractors. This clause shall be without prejudice to any other rights of the Council.

18. Equal Opportunities

18.1 Kingshill House shall at all times operate a policy of equal opportunity in both staff recruitment and service delivery as required under the relevant equal opportunities and equalities legislation.

Signed for and on behalf of Stroud District Council
Council Offices, Ebley Mill, Westward Road, Stroud, Gloucestershire, GL5 4UB

.....
Ray Figg,
Head of Cultural Services

dated.....

Signed for and on behalf of Kingshill House Limited,

.....
Chairman (Kingshill House Limited)

dated.....

SERVICE LEVEL AGREEMENT

Schedule 1. The Activities

1. Primary Expectation

1.1 Under the terms of this Agreement, there is an expectation that Kingshill House will support the Council in meeting its five corporate objectives as set out below:

- Regeneration:** To promote the economic and social vitality of town and villages
- Environment:** To create a better local environment
- Affordable Housing:** To provide affordable and decent housing
- Community Safety:** To create safer and stronger communities
- Healthy Living:** To promote health and well-being

2. The Key Aims that Kingshill House will help the Council achieve

2.1 The Key Aims that Kingshill House will help the Council achieve are:

- Regeneration:** To promote the economic and social vitality of towns and villages

2.2 More particularly Kingshill House will assist communities in the Stroud district to create and expand recreational and cultural opportunities through:

- Managing the operation of Kingshill House to ensure maximum levels of community usage
- Supporting and directly providing programmes and activities which meet the needs of the local community
- Involving local residents in the development of the facility

3. The Activities and activities that will be provided by Kingshill House

3.1 Kingshill House will over the period April 2010 – March 2013.

- Effectively manage the operation of the House ensuring that it meets all health and safety requirements.

4. What developments does Kingshill House hope to achieve over the three-year period of this Agreement.

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SERVICE LEVEL AGREEMENT

Schedule 2. Monitoring and Evaluation

1. The objective

1.1 The objective of this Schedule is for Kingshill House to set out how it intends to monitor its performance in relation to this Agreement.

2. Details of what Kingshill House will monitor

Kingshill House will monitor the following key performance indicators:

- The number of people attending performances.
- The percentage capacity of attendance at programmed events and activities.
- The balance of audience profile
- The number of organisations using the House.
- The amount of external funding generated in both capital and revenue terms.
- The level of customer satisfaction

3. Details of how Kingshill House will monitor

3.1 Kingshill House will use its own record sheets to collect the data necessary to report against the key performance indicators identified above. This will include:

- Analysis of booking forms
- Analysis of mailing lists
- Customer surveys (selected events)
- Feedback from organisations using the facilities.
- Feedback from the ‘Visitors Book’

4. Evaluation and Review: Performance Monitoring

4.1 Kingshill House monitors and evaluates its activities through the Board of Directors, which meets on a bi - monthly basis. In addition, a wider Members meeting is held on a quarterly basis.

PREMA
Yr 3

Prema is a small independent rural arts centre whose work is well regarded by both GCC and SW Arts.

£10,000

GRANT LEVEL AGREEMENT

Grant Level Agreement between Stroud District Council and Prema

1. Parties to the Agreement

1.1 This Agreement is made on the 1st day of April 2010 between Stroud District Council of Council Offices, Ebley Mill, Westward Road, Stroud, Gloucestershire, GL5 4UB (“the Council”) AND Prema, (“Prema”).

2. Purpose of the Agreement

2.1 The Council wishes to make grant funding available to Prema in order to of the Stroud District and Prema wishes to provide the services set out in Schedule 1 (“the Services”).

3. Introduction

3.1 The objective of Prema is to

3.2 Prema also receives core and project funds from;

New funding is continuously being sought.

4. Status of Agreement

4.1 It is not the intention of this Agreement to impose strict legal obligations on either party. However, in signing, the Council and Prema are committing themselves to fully comply with the roles and responsibilities set out for them within this agreement.

5. Status and Management of the Service Provider

5.1 In carrying out this agreement, Prema is acting in its own right as an independent organisation, and not as agents of the Council.

5.2 Responsibility for the management of Prema is vested in the Board of Trustees, the membership and operation of which is laid down in the Constitution and Memorandum and Articles of Association.

6. Duration of the Agreement

6.1 This Agreement commences on 1st April 2010 and will continue for a maximum period of three years until 31st March 2013 unless terminated in accordance with sections 7.4-7.8.

7. The Grant

7.1 In consideration of the partial funding of the services shown in Schedule 1, the Council shall pay Prema the sum of £10,000 for 2010/2011.. This sum will be paid in two equal six monthly instalments via the BACS system. Funding for 2011/2012 and 2012/2013 is subject to review.

7.2 The only adjustments that may be made to the amount given in 7.1 would be as a result of:

(a) any agreements made between the Council and Prema following a change in Prema's outgoings due to any contractual arrangements as may exist, for example, for lease agreements and staff contracts; and,

(b) any changes made because of an amendment to the specified service after an annual review.

7.3 Together with the funds outlined in paragraph 3.2, these grants shall be construed as being sufficient to fund those core services referred to in Schedule 1 of this agreement, and for the purposes of this agreement are deemed to be Prema's 'core funding'.

7.4 The District Council may withdraw or reduce the Grant at any time and for any reason and will follow the procedures set out below (7.5-7.8) when making Grant reductions or withdrawing the Grant completely.

7.5 The District Council will give Prema clear reasons for the withdrawal or reduction of the Grant in writing.

7.6 Where the Grant is reduced or withdrawn a minimum of six months, and

wherever possible 12 months, written notice will be given by the Council to Prema. Any costs incurred by Prema as a result of the withdrawal or reduction of the Grant are to be met from the final six-month payment. Typically this would include the cost of reducing or winding up services, carrying out redundancies, meeting holiday entitlements of staff made redundant.

7.7 If Prema should cease to operate or go into receivership or administration, as a result of the withdrawal or reduction of the grant or for some other reason, then subject to Charities and Insolvency Law and when all other liabilities have been met, any outstanding balances from the Grant is to be repaid. Any goods purchased with the Grant should be returned to the Council for redistribution to other voluntary organisations.

7.8 If Prema, in ceasing to operate, can demonstrate that it is unable to meet its statutory or contractual liabilities due to unavoidable costs (for example a lease) and that those liabilities will fall upon individual Trustees of Prema, the Council will consider an appeal for funding to meet a proportion of those costs in line with the proportion of income received by Prema met by the Grant, but is under no obligation whatsoever to make any such funding available after such consideration.

7.9 Service developments and additional services over and above those supported by the core funding and described in Schedule 1 of this Agreement, can be considered for additional funding by the Council on the understanding that the Council can offer no commitment to fund. If the Council does fund these developments or additions in any one-year, such funding will not affect the core funding arrangements and shall not be taken into account when calculating the core funding grants in the succeeding year.

7.10 All payments to be made under this agreement are exclusive of VAT. In the event of Prema being liable for VAT during the period of the operation of this agreement, the Council will enter into discussions with Prema with the aim of reaching a mutually acceptable outcome.

7.11 Where Prema gains a surplus of income from grants, fundraising or other sources in any one year, the Council will not seek repayment of any part of the Grant. Prema will maintain a level of reserves appropriate to meet its financial responsibilities.

7.12 Prema shall acknowledge the Council's financial support in any literature and publicity materials.

7.13 Prema must not support a political party nor use the Grant to pay for publicity, which is for or against any political party.

8. Circumstances Beyond the Parties' Control

8.1 Neither party shall be liable to the other for any failure to fulfil its obligations under this Agreement if such a failure is caused by circumstances which are beyond its reasonable control such as adverse weather conditions, natural disasters or civil disturbances.

8.2 The Council recognises that the service delivery specified in Schedule 1 is dependent upon the availability of suitable volunteers.

9. Financial Procedures

9.1 Prema must keep and maintain proper financial and accounting systems and practices including:

- ❑ proper arrangements for paying taxes and National Insurance
- ❑ a bank account in the name of Prema
- ❑ two people must sign all cheques with at least one signatory being a Trustee of Prema.

9.2 If Prema receives a Grant of £10,000.00 or more in a year then it must:

- ❑ provide accounts every year for all income and spending relating to activities funded or partially funded by the Grant. An independent fully qualified accountant must audit these. In addition Prema may receive an annual visit from the Council's Internal Audit Service in relation to Grant funded activities.
- ❑ advise the Council of any material changes affecting the finances of any activities funded or partially funded by the Grant.

9.3 Prema will be required to keep full written records and accounts detailing how the Grant is used and shall permit the Council access at all reasonable times to all accounting records and supporting information in respect of these records and accounts.

10. Nominated Representative

10.1 The Council and Prema will from time to time nominate a representative who will act as liaison in respect of this Agreement. The first representatives are identified below.

10.2 For the Council: Ray Figg, Head of Cultural Services, Stroud District Council, Ebley Mill, Stroud, Glos, GL5 4UB

10.3 For Prema:

11. Quality and Review

11.1 Prema undertakes to monitor and report its performance in accordance with the arrangements set out in **Schedule 2**.

11.2 Representatives of the Council and Prema will meet prior to the end of each financial year (March 31) to discuss and formally review this Agreement and the performance of Prema over the financial year. At this meeting, the Council will seriously consider any requests made by Prema to increase the following years Grant in line with inflation.

11.3 At least one additional meeting will be held during the course of any one financial year, typically after 6 months, to facilitate performance review, using the information set out in Schedule 2. This will be used to help highlight any difficulties or problems which might affect Prema's ability to fulfil its stated aims and objectives, enabling preventative actions to be determined.

11.4 Any variations to this Agreement can only be made in writing and must be properly signed and duly authorised by the signatories of both parties.

11.5 Prema will provide a copy of its Annual Business Plan and Annual Report to the Council and an invitation for the Council's contact officer to attend its Annual General

Meeting. Prema will also co-operate with the Council in carrying out any relevant Best Value Review.

11.6 At least 6 months before the expiration of this Agreement a major review will be conducted by the parties as a basis for considering future funding. No commitment is given by the Council to continue the provision of funding after the expiration of this Agreement.

11.7 The scope of the review will be agreed in writing prior to its commencement and may include the following:

- what has been achieved during the three-year term;
- the quality of the Services and effectiveness of Prema and its services;
- how Prema has addressed social exclusion;
- how Prema has ensured that its services are accessible to all sections of the community;
- how Prema has worked in partnership with other agencies;
- how Prema has gathered information on the differences that its services and activities have brought to its users;
- what record keeping systems have been used in order to collect high quality and reliable information on: the number of service users, the number of users that are residents of Stroud, the type of service users e.g. age, gender.
- what developments and/or improvements have been introduced;
- how Prema and its services have enabled / helped the Council to achieve its corporate objectives.
- In addition, the review will also consider whether or not the continued funding of the Organisation is required.

11.8 The findings of the end of term review will be formally presented to the Council, with officer's recommendations, to consider whether the Council should continue to fund Prema for a further three-year term.

12. Inspection and Monitoring

12.1 Prema will at all times co-operate with the Council's processes for the inspection and monitoring of performance (as set out in section 11 / schedule 2) and financial audits (see section 9) in whatever way is reasonably requested by the Council.

13. Dispute Resolution

13.1 If either party considers the other to be in breach of their duties under this agreement or has a grievance about some aspect of the agreement's operation, the parties shall make every effort to resolve the issue through joint discussions. Where this fails:

- the party wishing to make the complaint should provide the other with written details, including proposals for resolving it;
- a written response should be sent to the initiating party within 14 days;
- if the response does not resolve the issue, the initiating party may request in writing to the contact officer a meeting of the authorised signatories (or their successor);
- where possible the meeting should be held within 14 days of the contact officer receiving the request.

- where the meeting does not resolve the complaint, the issue should be considered by Prema's Board of Trustees or the relevant Council committee as a confidential item. Any submissions should be sent in advance to the other party and representation permitted.

13.2 If either party is dissatisfied with the outcome as notified to it in writing within seven days of the meeting, arbitration can be requested and this will take place with a mutually acceptable external party.

14. Confidentiality

14.1 The Council accepts that records maintained by Prema in respect of its users and its employees/volunteers will not be revealed to the Council.

14.2 Information will be shared between Prema and the Council only where it is necessary for the provision and monitoring of the Service, but only in so far as the provisions in 14.1 allow.

14.3 Both parties shall comply with the Data Protection Act 1998.

15. Assignment and Sub-Contracting

15.1 Prema shall not assign or transfer the whole or any part of this Agreement or sub-contract any of the Service (identified in Schedule 1) without the prior written consent of the Council, which shall not be unreasonably withheld or delayed.

15.2 In the event that any assignment transfer or sub-contracting is permitted Prema shall unless otherwise agreed with the Council remain fully liable for its obligation under this Agreement.

16. Insurance

16.1 Without limiting its liability under this Agreement Prema shall affect and maintain with a reputable insurance company cover for such liabilities as may arise in the course of it's work, which as a minimum will be:

- **Employers liability** - £5,000,000
- **Public liability** - £5,000,000 (in respect of any one claim)

16.2 Prema shall produce such evidence as the Council may reasonably require to confirm that the insurance referred to above has been affected and is in force at all times.

17. Indemnity

17.1 Prema shall indemnify the Council and keep it indemnified against liability for injury to or death of any persons or loss of or damage to any property, which may arise out of the act or default, or negligence of Prema and its employees or agents or sub-contractors. This clause shall be without prejudice to any other rights of the Council.

18. Equal Opportunities

18.1 Prema shall at all times operate a policy of equal opportunity in both staff recruitment and service delivery as required under the relevant equal opportunities and equalities legislation.

Signed for and on behalf of Stroud District Council
Council Offices, Ebley Mill, Westward Road, Stroud, Gloucestershire, GL5 4UB

.....
Ray Figg
Head of Cultural Services

dated.....

Signed for and on behalf of Prema

.....
Director

dated.....

GRANT LEVEL AGREEMENT

Schedule 1. The Services

1. Primary Expectation

1.1 Under the terms of this Agreement, there is an expectation that Prema will support the Council in meeting its five corporate objectives set out below:

- Regeneration:** To promote the economic and social vitality of towns and villages
- Environment:** To create a better local environment
- Affordable Housing:** To provide affordable and decent housing
- Community Safety:** To create safer and stronger communities
- Healthy Living:** To promote health and well-being

2. The Key Aims Prema will help the Council achieve

2.1 The Key Aims that Prema will help the Council achieve are:

- Regeneration:** To promote the economic and social vitality of towns and villages

2.2 More particularly Prema will assist communities in the Stroud district to create and expand recreational opportunities through;

3. The Services and activities that will be provided by Prema

3.1 Prema will over the period April 2010– March 2013:

4. What developments does Prema hope to achieve over the three-year period of this Agreement.

GRANT LEVEL AGREEMENT

Schedule 2. Monitoring and Evaluation

1. The Objective

1.1 The objective of this Schedule is for Prema to set out how it intends to monitor its performance in relation to this Agreement.

2. Details of what Prema will monitor

Prema will monitor the following key performance indicators:

3. Details of how Prema will monitor

3.1 Prema will use its own record sheets to collect the data necessary to report against the key performance indicators identified above. This will include:

4. Evaluations and Review: Performance Monitoring

4.1 Prema monitors and evaluates its activities through the Board of Trustees and through its internal management procedures

4.2 Prema also undertakes to meet with the Council every six months (as a minimum) to check progress and to monitor the work, which is being carried out. The annual review includes other Prema partners

The SPACE (Reclaim Arts Project) Yr 1	The Space is establishing itself as a vibrant and viable performing arts centre with a mix of workshops and performances.	£2,000
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GRANT LEVEL AGREEMENT

**Service Level Agreement between Stroud District Council
and
Reclaim Arts Project – The Space**

1. Parties to the Agreement

1.1 This Agreement is made on the 1st day of April 2010 between Stroud District Council of Council Offices, Ebley Mill, Westward Road, Stroud, Gloucestershire, GL5 4UB ("the Council") AND The Space, ("The Space").

2. Purpose of the Agreement

2.1 The Council wishes to make grant funding available to The Space in order to protect and enhance the environment of the Stroud District and The Space wishes to provide the services set out in Schedule 1 ("the Services").

3. Introduction

3.1 The objective of The Space is to work with local organisations, and communities to develop the performing arts and other forms of artistic expression within the Stroud District. This is done through a wide range of projects and programmes.

3.2 The Space also receives core and project funds from;

4. Status of Agreement

4.1 It is not the intention of this Agreement to impose strict legal obligations on either party. However, in signing, the Council and The Space are committing themselves to fully comply with the roles and responsibilities set out for them within this agreement.

5. Status and Management of the Service Provider

5.1 In carrying out this agreement, The Space is acting in its own right as an independent organisation, and not as agents of the Council.

5.2 Responsibility for the management of The Space is vested in the Board of Trustees, the membership and operation of which is laid down in the Constitution and Memorandum and Articles of Association.

6. Duration of the Agreement

6.1 This Agreement commences on 1st April 2010 and will continue for a maximum period of two years until 31st March 2012 unless terminated in accordance with sections 7.4-7.8.

7. The Grant

7.1 In consideration of the partial funding of the services shown in Schedule 1, the Council shall pay The Space the sum of £2,000 for financial year 2010/2011 and £1,000 for the financial year 2011/2012. The sums thus agreed ("the Grant") will be paid via the BACS System.

7.2 The only adjustments that may be made to the amount given in 7.1 would be as a result of:

(a) any agreements made between the Council and The Space following a change in The Space's outgoings due to any contractual arrangements as may exist, for example, for lease agreements and staff contracts; and,

(b) any changes made because of an amendment to the specified service after an annual review.

7.3 Together with the funds outlined in paragraph 3.2, these grants shall be construed as being sufficient to fund those core services referred to in Schedule 1 of this agreement, and for the purposes of this agreement are deemed to be The

Space's 'core funding'.

7.4 The District Council may withdraw or reduce the Grant at any time and for any reason and will follow the procedures set out below (7.5-7.8) when making Grant reductions or withdrawing the Grant completely.

7.5 The District Council will give The Space clear reasons for the withdrawal or reduction of the Grant in writing.

7.6 Where the Grant is reduced or withdrawn a minimum of six months, and wherever possible 12 months, written notice will be given by the Council to The Space. Any costs incurred by The Space as a result of the withdrawal or reduction of the Grant are to be met from the grant. Typically this would include the cost of reducing or winding up services, carrying out redundancies, meeting holiday entitlements of staff made redundant.

7.7 If The Space should cease to operate or go into receivership or administration, as a result of the withdrawal or reduction of the grant or for some other reason, then subject to Charities and Insolvency Law and when all other liabilities have been met, any outstanding balances from the Grant is to be repaid. Any goods purchased with the Grant should be returned to the Council for redistribution to other voluntary organisations.

7.8 If The Space, in ceasing to operate, can demonstrate that it is unable to meet its statutory or contractual liabilities due to unavoidable costs (for example a lease) and that those liabilities will fall upon individual Trustees of The Space, the Council will consider an appeal for funding to meet a proportion of those costs in line with the proportion of income received by The Space met by the Grant, but is under no obligation whatsoever to make any such funding available after such consideration.

7.9 Service developments and additional services over and above those supported by the core funding and described in Schedule 1 of this Agreement, can be considered for additional funding by the Council on the understanding that the Council can offer no commitment to fund. If the Council does fund these developments or additions in any one year, such funding will not affect the core funding arrangements and shall not be taken into account when calculating the core funding grants in the succeeding year.

7.10 All payments to be made under this agreement are exclusive of VAT. In the event of The Space being liable for VAT during the period of the operation of this agreement, the Council will enter into discussions with The Space with the aim of reaching a mutually acceptable outcome.

7.11 Where The Space gains a surplus of income from grants, fundraising or other sources in any one year, the Council will not seek repayment of any part of the Grant. The Space will maintain a level of reserves appropriate to meet its financial responsibilities.

7.12 The Space shall acknowledge the Council's financial support in any literature and publicity materials.

7.13 The Space must not support a political party nor use the Grant to pay for publicity, which is for or against any political party.

8. Circumstances Beyond the Parties' Control

8.1 Neither party shall be liable to the other for any failure to fulfil its obligations under this Agreement if such a failure is caused by circumstances which are beyond its reasonable control such as adverse weather conditions, natural disasters or civil disturbances.

8.2 The Council recognises that the service delivery specified in Schedule 1 is dependent upon the availability of suitable volunteers.

9. Financial Procedures

9.1 The Space must keep and maintain proper financial and accounting systems and practices including:

- proper arrangements for paying taxes and National Insurance
- a bank account in the name of The Space
- one employee and two trustees must sign all cheques with at least one signatory being a Trustee of The Space.

9.2 If The Space receives a Grant of £10,000.00 or more in a year then it must:

- provide accounts every year for all income and spending relating to activities funded or partially funded by the Grant. An independent fully qualified accountant must audit these. In addition The Space may receive an annual visit from the Council's Internal Audit Service in relation to Grant funded activities.
- advise the Council of any material changes affecting the finances of any activities funded or partially funded by the Grant.

9.3 The Space will be required to keep full written records and accounts detailing how the Grant is used and shall permit the Council access at all reasonable times to all accounting records and supporting information in respect of these records and accounts.

10. Nominated Representative

10.1 The Council and The Space will from time to time nominate a representative who will act as liaison in respect of this Agreement. The first representatives are identified below.

10.2 For the Council: Ray Figg, Head of Cultural Services, Stroud District Council, Ebley Mill, Stroud, Glos, GL5 4UB

10.3 For The Space:

11. Quality and Review

11.1 The Space undertakes to monitor and report its performance in accordance with the arrangements set out in **Schedule 2**.

11.2 Representatives of the Council and The Space will meet prior to the end of each financial year (March 31) to discuss and formally review this Agreement and the performance of The Space over the financial year. At this meeting, the Council will seriously consider any requests made by The Space to increase the following years Grant in line with inflation.

11.3 At least one additional meeting will be held during the course of any one

financial year, typically after 6 months, to facilitate performance review, using the information set out in Schedule 2. This will be used to help highlight any difficulties or problems which might affect The Space's ability to fulfil its stated aims and objectives, enabling preventative actions to be determined.

11.4 Any variations to this Agreement can only be made in writing and must be properly signed and duly authorised by the signatories of both parties.

11.5 The Space will provide a copy of its Annual Business Plan and Annual Report to the Council and an invitation for the Council's contact officer to attend its Annual General Meeting. The Space will also co-operate with the Council in carrying out any relevant Best Value Review.

11.6 At least 6 months before the expiration of this Agreement a major review will be conducted by the parties as a basis for considering future funding. No commitment is given by the Council to continue the provision of funding after the expiration of this Agreement.

12. Inspection and Monitoring

12.1 The Space will at all times co-operate with the Council's processes for the inspection and monitoring of performance (as set out in section 11 / schedule 2) and financial audits (see section 9) in whatever way is reasonably requested by the Council.

13. Dispute Resolution

13.1 If either party considers the other to be in breach of their duties under this agreement or has a grievance about some aspect of the agreement's operation, the parties shall make every effort to resolve the issue through joint discussions. Where this fails:

- the party wishing to make the complaint should provide the other with written details, including proposals for resolving it;
- a written response should be sent to the initiating party within 14 days;
- if the response does not resolve the issue, the initiating party may request in writing to the contact officer a meeting of the authorised signatories (or their successor);
- where possible the meeting should be held within 14 days of the contact officer receiving the request.
- where the meeting does not resolve the complaint, the issue should be considered by The Space's Board of Trustees or the relevant Council committee as a confidential item. Any submissions should be sent in advance to the other party and representation permitted.

13.2 If either party is dissatisfied with the outcome as notified to it in writing within seven days of the meeting, arbitration can be requested and this will take place with a mutually acceptable external party.

14. Confidentiality

14.1 Records maintained by The Space in respect of its users and its employees/volunteers will not be revealed to the Council.

14.2 Information will be shared between The Space and the Council only where it is necessary for the provision and monitoring of the Service, but only in so far as the provisions in 14.1 allow.

14.3 Both parties shall comply with the Data Protection Act 1998.

15. Assignment and Sub-Contracting

15.1 The Space shall not assign or transfer the whole or any part of this Agreement or sub-contract any of the Service (identified in Schedule 1) without the prior written consent of the Council, which shall not be unreasonably withheld or delayed.

15.2 In the event that any assignment transfer or sub-contracting is permitted The Space shall unless otherwise agreed with the Council remain fully liable for its obligation under this Agreement.

16. Insurance

16.1 Without limiting its liability under this Agreement The Space shall affect and maintain with a reputable insurance company cover for such liabilities as may arise in the course of its work, which as a minimum will be:

- Employers liability** - £5,000,000
- Public liability** - £5,000,000 (in respect of any one claim)

16.2 The Space shall produce such evidence as the Council may reasonably require to confirm that the insurance referred to above has been affected and is in force at all times.

17. Indemnity

17.1 The Space shall indemnify the Council and keep it indemnified against liability for injury to or death of any persons or loss of or damage to any property, which may arise out of the act or default, or negligence of The Space and its employees or agents or sub-contractors. This clause shall be without prejudice to any other rights of the Council.

18. Equal Opportunities

18.1 The Space shall at all times operate a policy of equal opportunity in both staff recruitment and service delivery as required under the relevant equal opportunities and equalities legislation.

Signed for and on behalf of Stroud District Council Ebley Mill, Westward Road,
Stroud, Glos, GL5 4UB

.....
Ray Figg
Head of Cultural Services

dated.....

Signed for and on behalf of The Space

.....

dated.....

GRANT LEVEL AGREEMENT

Schedule 1. The Services

1. Primary Expectation

1.1 Under the terms of this Agreement, there is an expectation that The Space will support the Council in meeting its five corporate objectives as set out below:

- Regeneration:** To promote the economic vitality of towns and villages
- Environment:** To create a better local environment
- Affordable Housing:** To provide affordable and decent housing
- Community Safety:** To create safer and stronger communities
- Healthy Living:** To promote health and well-being

2. The Key Aims The Space will help the Council achieve

2.1 The Key Aims that The Space will help the Council achieve are:

2.2 More particularly The Space will assist communities in the Stroud district to create and expand recreational and cultural opportunities through:

3. The Services and activities that will be provided by The Space

3.1 The Space will over the period April 2010– March 2012:

4. What developments does The Space hope to achieve over the two-year period of this Agreement.

GRANT LEVEL AGREEMENT

Schedule 2. Monitoring and Evaluation

1. The objective

1.1 The objective of this Schedule is for The Space to set out how it intends to monitor its performance in relation to this Agreement.

2. Details of what The Space will monitor

The Space will monitor the following key performance indicators:

- The number of tickets sold
- The number of performances presented
- The number of attendances at performances both paid and free

- The percentage of capacity reached at ticketed events
- The distance travelled by participants
- The net balance of income minus expenditure

3. Details of how The Space will monitor

3.1 The Space will use its own record sheets to collect the data necessary to report against the key performance indicators identified above. This will include:

- Analysis of programme mailing lists
- Analysis of tickets sales
- Analysis of income generated
- Analysis of cash flow

4. Evaluation and Review: Performance Monitoring

4.1 The Space actively participates in the review arrangements which have been put into place with SDC and will use these to negotiate a longer term solution to the viability of the venue. These meetings will take place every six months.

4.2 The Directors and the paid staff regularly evaluate the programme and activities of the Space as part of their normal operating arrangements.

Stroud Valleys Artspace
Yr 2

SVA is a leading arts organisation in the district and their work is endorsed by GGC and SW Arts. They are the main co-ordinating body for the visual arts providing studio space, artist support and information network.

£12,000

GRANT LEVEL AGREEMENT

Grant Level Agreement between Stroud District Council and Stroud Valleys Artspace

1. Parties to the Agreement

1.1 This Agreement is made on the 1st day of April 2010 between Stroud District Council of Council Offices, Ebley Mill, Westward Road, Stroud, Gloucestershire, GL5 4UB (“the Council”) AND Stroud Valleys Artspace, (‘SVA’)

2. Purpose of the Agreement

2.1 The Council wishes to make grant funding available to SVA in order to initiate, develop and sustain vibrant arts ecology for the people of the Stroud District and in doing so SVA wishes to provide the services set out in Schedule 1 (“the Services”).

3. Introduction

3.1 The objective of SVA is to work with local people and other agencies to offer a variety of art based opportunities to accommodate age, ability and cultural differences within the district of Stroud. This is done through a wide range of projects

working in partnership with a number of different local organisations.

3.2 SVA also receives core and project funds from;

New funding is continuously being sought.

4. Status of Agreement

4.1 It is not the intention of this Agreement to impose strict legal obligations on either party. However, in signing, the Council and SVA are committing themselves to fully comply with the roles and responsibilities set out for them within this agreement.

5. Status and Management of the Service Provider

5.1 In carrying out this agreement, SVA is acting in its own right as an independent organisation, and not as agents of the Council.

5.2 Responsibility for the management of SVA is vested in the Board of Trustees, the membership and operation of which is laid down in the Constitution and Memorandum and Articles of Association.

6. Duration of the Agreement

6.1 This Agreement commences on 1st April 2010 and will continue for a maximum period of three years until 31st March 2013 unless terminated in accordance with sections 7.4-7.8. The actual amounts payable will be agreed on an annual basis with indicative figures for the following year provided.

7. The Grant

7.1 In consideration of the partial funding of the services shown in Schedule 1, the Council shall pay the sum of £12,000 for the financial year 2010/2011. This sum will be paid in two equal six monthly instalments. Funding for 2011/2012 and 2012/2013 is subject to review.

7.2 The only adjustments that may be made to the amount given in 7.1 would be as a result of:

(a) Any agreements made between the Council and SVA following a change in outgoings due to any contractual arrangements as may exist, for example, for lease agreements and staff contracts; and,

(b) Any changes made because of an amendment to the specified service after an annual review.

7.3 Together with the funds outlined in paragraph 3.2, these grants shall be construed as being sufficient to fund those core services referred to in Schedule 1 of this agreement, and for the purposes of this agreement are deemed to be 'core funding'.

7.4 The District Council may withdraw or reduce the Grant at any time and for any reason and will follow the procedures set out below (7.5-7.8) when making Grant reductions or withdrawing the Grant completely.

7.5 The District Council will give SVA clear reasons for the withdrawal or reduction of the Grant in writing.

7.6 Where the Grant is reduced or withdrawn, written notice will be given by the Council to SVA. Any costs incurred by SVA as a result of the withdrawal or reduction of the Grant are to be met from the final six-month payment. Typically this would include the cost of reducing or winding up services, carrying out redundancies, meeting holiday entitlements of staff made redundant.

7.7 If SVA should cease to operate or go into receivership or administration, as a result of the withdrawal or reduction of the grant or for some other reason, then subject to Charities and Insolvency Law and when all other liabilities have been met, any outstanding balances from the Grant is to be repaid. Any goods purchased with the Grant should be returned to the Council for redistribution to other voluntary organisations.

7.8 If, in ceasing to operate, SVA can demonstrate that it is unable to meet its statutory or contractual liabilities due to unavoidable costs (for example a lease) and that those liabilities will fall upon individual Trustees of SVA, the Council will consider an appeal for funding to meet a proportion of those costs in line with the proportion of income received by met by the Grant, but is under no obligation whatsoever to make any such funding available after such consideration.

7.9 Service developments and additional services over and above those supported by the core funding and described in Schedule 1 of this Agreement, can be considered for additional funding by the Council on the understanding that the Council can offer no commitment to fund. If the Council does fund these developments or additions in any one-year, such funding will not affect the core funding arrangements and shall not be taken into account when calculating the core funding grants in the succeeding year.

7.10 All payments to be made under this agreement are exclusive of VAT. In the event of SVA being liable for VAT during the period of the operation of this agreement, the Council will enter into discussions with the aim of reaching a mutually acceptable outcome.

7.11 Where SVA gains a surplus of income from grants, fundraising or other sources in any one-year, the Council will not seek repayment of any part of the Grant. SVA will maintain a level of reserves appropriate to meet its financial responsibilities.

7.12 SVA shall acknowledge the Council's financial support in any literature and publicity materials.

7.13 SVA must not support a political party nor use the Grant to pay for publicity, which is for or against any political party.

8. Circumstances Beyond the Parties' Control

8.1 Neither party shall be liable to the other for any failure to fulfil its obligations under this Agreement if such a failure is caused by circumstances which are beyond its reasonable control such as adverse weather conditions, natural disasters or civil disturbances.

8.2 The Council recognises that the service delivery specified in Schedule 1 is dependent upon the availability of suitable volunteers.

9. Financial Procedures

9.1 SVA must keep and maintain proper financial and accounting systems and practices including:

- ❑ Proper arrangements for paying taxes and National Insurance
- ❑ A bank account in the name of Stroud Valleys Artspace
- ❑ Two people must sign all cheques with at least one signatory being a Trustee of SVA

9.2 If SVA receives a Grant of £10,000.00 or more in a year then it must:

- ❑ Provide accounts every year for all income and spending relating to activities funded or partially funded by the Grant. An independent fully qualified accountant must audit these. In addition SVA may receive an annual visit from the Council's Internal Audit Service in relation to Grant funded activities.
- ❑ Advise the Council of any material changes affecting the finances of any activities funded or partially funded by the Grant.

9.3 SVA will be required to keep full written records and accounts detailing how the Grant is used and shall permit the Council access at all reasonable times to all accounting records and supporting information in respect of these records and accounts.

10. Nominated Representative

10.1 The Council and SVA will from time to time nominate a representative who will act as liaison in respect of this Agreement. The first representatives are identified below.

10.2 For the Council: Ray Figg, Head of Cultural Services, Stroud District Council, Ebley Mill, Stroud, Glos, GL5 4UB

10.3 For Stroud Valleys Artspace

11. Quality and Review

11.1 SVA undertake to monitor and report its performance in accordance with the arrangements set out in **Schedule 2**.

11.2 Representatives of the Council and SVA will meet prior to the end of each financial year (March 31) to discuss and formally review this Agreement and the performance of SVA over the financial year. At this meeting, the Council will seriously consider any requests made by SVA to increase the following years Grant in line with inflation.

11.3 At least one additional meeting will be held during the course of any one financial year, typically after six months, to facilitate performance review, using the information set out in Schedule 2. This will be used to help highlight any difficulties or problems which might affect ability to fulfil its stated aims and objectives, enabling preventative actions to be determined.

11.4 Any variations to this Agreement can only be made in writing and must be properly signed and duly authorised by the signatories of both parties.

11.5 SVA will provide a copy of its Annual Business Plan and Annual Report to the

Council and an invitation for the Council's contact officer to attend its Annual General Meeting. SVA will also co-operate with the Council in carrying out any relevant Best Value Review.

11.6 At least six months before the expiration of this Agreement a major review will be conducted by the parties as a basis for considering future funding. No commitment is given by the Council to continue the provision of funding after the expiration of this Agreement.

11.7 The scope of the review will be agreed in writing prior to its commencement and may include the following:

- What has been achieved during the three-year term;
- The quality of the services and effectiveness of SVA and its services;
- How SVA has addressed social exclusion;
- How SVA has ensured that its services are accessible to all sections of the community;
- How SVA has worked in partnership with other agencies;
- How SVA has gathered information on the differences that its services and activities have brought to its users;
- What record keeping systems have been used in order to collect high quality and reliable information on: the number of service users, the number of users that are residents of Stroud, the type of service users e.g. age, gender.
- What developments and/or improvements have been introduced;
- How SVA and its services have enabled / helped the Council to achieve its corporate objectives.
- In addition, the review will also consider whether or not the continued funding of the Organisation is required.

11.8 The findings of the end of term review will be formally presented to the Council, with officer's recommendations, to consider whether the Council should continue to fund for a further three-year term.

12. Inspection and Monitoring

12.1 SVA will at all times co-operate with the Council's processes for the inspection and monitoring of performance (as set out in section 11 / schedule 2) and financial audits (see section 9) in whatever way are reasonably requested by the Council.

13. Dispute Resolution

13.1 If either party considers the other to be in breach of their duties under this agreement or has a grievance about some aspect of the agreement's operation, the parties shall make every effort to resolve the issue through joint discussions. Where this fails:

- The party wishing to make the complaint should provide the other with written details, including proposals for resolving it;
- A written response should be sent to the initiating party within 14 days;
- If the response does not resolve the issue, the initiating party may request in writing to the contact officer a meeting of the authorised signatories (or their successor);
- Where possible the meeting should be held within 14 days of the contact officer receiving the request.

- Where the meeting does not resolve the complaint, the issue should be considered by Board of Trustees or the relevant Council committee as a confidential item. Any submissions should be sent in advance to the other party and representation permitted.

13.2 If either party is dissatisfied with the outcome as notified to it in writing within seven days of the meeting, arbitration can be requested and this will take place with a mutually acceptable external party.

14. Confidentiality

14.1 Records maintained by SVA in respect of its users/clients and its employees/volunteers will not be revealed to the Council.

14.2 Information will be shared between and the Council only where it is necessary for the provision and monitoring of the Service, but only in so far as the provisions in 14.1 allow.

14.3 Both parties shall comply with the Data Protection Act 1998.

15. Assignment and Sub-Contracting

15.1 SVA shall not assign or transfer the whole or any part of this Agreement or sub-contract any of the Service (identified in Schedule 1) without the prior written consent of the Council, which shall not be unreasonably withheld or delayed.

15.2 In the event that any assignment transfer or sub-contracting is permitted SVA shall unless otherwise agreed with the Council remain fully liable for its obligation under this Agreement?

16. Insurance

16.1 Without limiting its liability under this Agreement SVA shall affect and maintain with a reputable insurance company cover for such liabilities as may arise in the course of its work, which as a minimum will be:

- **Employers liability** - £5,000,000
- **Public liability** - £5,000,000 (in respect of any one claim)

16.2 SVA shall produce such evidence as the Council may reasonably require to confirm that the insurance referred to above has been affected and is in force at all times.

17. Indemnity

17.1 SVA shall indemnify the Council and keep it indemnified against liability for injury to or death of any persons or loss of or damage to any property, which may arise out of the act or default, or negligence of SVA and its employees or agents or sub-contractors. This clause shall be without prejudice to any other rights of the Council.

18. Equal Opportunities

18.1 SVA shall at all times operate a policy of equal opportunity in both staff recruitment and service delivery as required under the relevant equal opportunities and equalities legislation.

Signed for and on behalf of Stroud District Council
Council Offices, Ebley Mill, Westward Road, Stroud, Gloucestershire, GL5 4UB

.....
Ray Figg
Head of Cultural services

dated.....

Signed for and on behalf of Stroud Valleys Artspace

.....

dated.....

GRANT LEVEL AGREEMENT

Schedule 1. The Services

1. Primary Expectation

1.1 Under the terms of this Agreement, there is an expectation that SVA will support the Council in meeting its five corporate objectives as set out below:

- Regeneration:** To promote the economic and social vitality of towns and villages
- Environment:** To create a better local environment
- Affordable Housing:** To provide affordable and decent housing
- Community Safety:** To create safer and stronger communities
- Healthy Living:** To promote health and well-being

2. The Key Aims that will help the Council achieve

2.1 The Key Aims that SVA will help the Council achieve are:

- Regeneration:** To promote the economic and social vitality of towns and villages

- ❑ **Environment:** To create a better local environment

2.2 More particularly SVA will assist communities in the Stroud district to create and expand recreational and cultural opportunities through;

- ❑ Working nationally and also across the region, county, and in particular Stroud, initiating and motivating through workshops, residencies and performances; training, nurturing and inspiring artists of all ages and abilities to realise their ambitions. By aiming to find the artist in everyone and every body.
- ❑ Never working in isolation. Valuing partnerships with Local Authorities and a variety of arts providers, so that a range of artistic opportunities can be provided to accommodate age, ability and cultural differences.

3. The Services and activities that will be provided by SVA

3.1 will over the period April 2010 – March 2013

- ❑ provide advice and support to local organisations and the public
- ❑ Organising an annual visual arts festivals for all members of the community
- ❑ work in disadvantaged and disabled communities affected by rural isolation or urban deprivation
- ❑ create opportunities for artists to work in their own localities
- ❑ identify and nurture professional artists who have the ability to inspire and entertain
- ❑ co-ordinate the work of visiting artists and companies in partnership with other arts providers
- ❑ raise the public profile of arts activity

4. What developments does SVA hope to achieve over the three-year period of this Agreement.

- ❑

5. Areas of improvement required

-

GRANT LEVEL AGREEMENT

Schedule 2. Monitoring and Evaluation

1. The objective

1.1 The objective of this Schedule is for SVA to set out how it intends to monitor its performance in relation to this Agreement.

2. Details of what SVA will monitor

SVA will monitor the following key performance indicators:

- ❑ The range and success of activities and where they are taking place
- ❑ The range of community groups
- ❑ Number of participants in projects including audience figures
- ❑ Number of projects delivered

3. Details of how SVA will monitor

3.1 SVA will use its own record sheets to collect the data necessary to report against the key performance indicators identified above. This will include:

- Evaluation forms completed
- Evaluation forms completed by visitors and participants
- Evaluation forms completed by teachers/leaders/workers hosting workshop/event
- Use of video/camera to record activities where progress/success cannot be effectively measured e.g. people with disabilities, performances.
- Annual visual arts review with SVA members
- Monthly studio meetings

4. Evaluation and Review: Performance Monitoring

- 4.1 Director's report presented to Management Board quarterly
- 4.2 Finance Officer's report presented to Management Board quarterly
- 4.3 Annual Review meeting conducted by Arts Council England, South West and Gloucestershire County Council (October each year)
- 4.4 Report and review 6 monthly with Stroud District Council

Wotton Arts Project
Yr 2

WAP is a year long
community arts programme
offering a wide range of
arts events and activities
for all in the community.

£3,000

GRANT LEVEL AGREEMENT

Service Level Agreement between Stroud District Council and Wotton Arts Project

1. Parties to the Agreement

1.1 This Agreement is made on the 1st day of April 2010 between Stroud District Council of Council Offices, Ebley Mill, Westward Road, Stroud, Gloucestershire, GL5 4UB ("the Council") AND Wotton Arts Project, ("Wotton Arts Project")

2. Purpose of the Agreement

2.1 The Council wishes to make grant funding available to Wotton Arts Project in order to protect and enhance the environment of the Stroud District and Wotton Arts Project wishes to provide the services set out in Schedule 1 ("the Services").

3. Introduction

3.1 The objective of Wotton Arts Project is to work with local organisations, and communities to develop the performing arts and other forms of artistic expression within the Stroud District. This is done through a wide range of projects and programmes.

3.2 Wotton Arts Project also receives core and project funds from;

Gloucestershire County Council

Local businesses, organisations and individuals
Specific fundraising events
Our own programme activities and the sale of associated products
New funding is continuously being sought

4. Status of Agreement

4.1 It is not the intention of this Agreement to impose strict legal obligations on either party. However, in signing, the Council and Wotton Arts Project are committing themselves to fully comply with the roles and responsibilities set out for them within this agreement.

5. Status and Management of the Service Provider

5.1 In carrying out this agreement, Wotton Arts Project is acting in its own right as an independent organisation, and not as agents of the Council.

5.2 Responsibility for the management of Wotton Arts Project is vested in the Board of Trustees, the membership and operation of which is laid down in the Constitution and Memorandum and Articles of Association.

6. Duration of the Agreement

6.1 This Agreement commences on 1st April 2010 and will continue for a maximum period of two years until 31st March 2012 unless terminated in accordance with sections 7.4-7.8.

7. The Grant

7.1 In consideration of the partial funding of the services shown in Schedule 1, the Council shall pay Wotton Arts Project the sum of £3,000 for financial year 2010/2011 and £1,500 for the financial year 2011/2012. The sums thus agreed ("the Grant") will be paid via the BACS System.

7.2 The only adjustments that may be made to the amount given in 7.1 would be as a result of:

(a) any agreements made between the Council and Wotton Arts Project following a change in Wotton Arts Project's outgoings due to any contractual arrangements as may exist, for example, for lease agreements and staff contracts; and,

(b) any changes made because of an amendment to the specified service after an annual review.

7.3 Together with the funds outlined in paragraph 3.2, these grants shall be construed as being sufficient to fund those core services referred to in Schedule 1 of this agreement, and for the purposes of this agreement are deemed to be Wotton Arts Project's 'core funding'.

7.4 The District Council may withdraw or reduce the Grant at any time and for any reason and will follow the procedures set out below (7.5-7.8) when making Grant reductions or withdrawing the Grant completely.

7.5 The District Council will give Wotton Arts Project clear reasons for the withdrawal or reduction of the Grant in writing.

7.6 Where the Grant is reduced or withdrawn a minimum of six months, and wherever possible 12 months, written notice will be given by the Council to Wotton Arts Project. Any costs incurred by Wotton Arts Project as a result of the withdrawal

or reduction of the Grant are to be met from the grant. Typically this would include the cost of reducing or winding up services, carrying out redundancies, meeting holiday entitlements of staff made redundant.

7.7 If Wotton Arts Project should cease to operate or go into receivership or administration, as a result of the withdrawal or reduction of the grant or for some other reason, then subject to Charities and Insolvency Law and when all other liabilities have been met, any outstanding balances from the Grant is to be repaid. Any goods purchased with the Grant should be returned to the Council for redistribution to other voluntary organisations.

7.8 If Wotton Arts Project, in ceasing to operate, can demonstrate that it is unable to meet its statutory or contractual liabilities due to unavoidable costs (for example a lease) and that those liabilities will fall upon individual Trustees of Wotton Arts Project, the Council will consider an appeal for funding to meet a proportion of those costs in line with the proportion of income received by Wotton Arts Project met by the Grant, but is under no obligation whatsoever to make any such funding available after such consideration.

7.9 Service developments and additional services over and above those supported by the core funding and described in Schedule 1 of this Agreement, can be considered for additional funding by the Council on the understanding that the Council can offer no commitment to fund. If the Council does fund these developments or additions in any one year, such funding will not affect the core funding arrangements and shall not be taken into account when calculating the core funding grants in the succeeding year.

7.10 All payments to be made under this agreement are exclusive of VAT. In the event of Wotton Arts Project being liable for VAT during the period of the operation of this agreement, the Council will enter into discussions with Wotton Arts Project with the aim of reaching a mutually acceptable outcome.

7.11 Where Wotton Arts Project gains a surplus of income from grants, fundraising or other sources in any one year, the Council will not seek repayment of any part of the Grant. Wotton Arts Project will maintain a level of reserves appropriate to meet its financial responsibilities.

7.12 Wotton Arts Project shall acknowledge the Council's financial support in any literature and publicity materials.

7.13 Wotton Arts Project must not support a political party nor use the Grant to pay for publicity, which is for or against any political party.

8. Circumstances Beyond the Parties' Control

8.1 Neither party shall be liable to the other for any failure to fulfil its obligations under this Agreement if such a failure is caused by circumstances which are beyond its reasonable control such as adverse weather conditions, natural disasters or civil disturbances.

8.2 The Council recognises that the service delivery specified in Schedule 1 is dependent upon the availability of suitable volunteers.

9. Financial Procedures

9.1 Wotton Arts Project must keep and maintain proper financial and accounting

systems and practices including:

- ❑ proper arrangements for paying taxes and National Insurance
- ❑ a bank account in the name of Wotton Arts Project
- ❑ two people must sign all cheques with at least one signatory being a Trustee of Wotton Arts Project.

9.2 If Wotton Arts Project receives a Grant of £10,000.00 or more in a year then it must:

- ❑ provide accounts every year for all income and spending relating to activities funded or partially funded by the Grant. An independent fully qualified accountant must audit these. In addition Wotton Arts Project may receive an annual visit from the Council's Internal Audit Service in relation to Grant funded activities.
- ❑ advise the Council of any material changes affecting the finances of any activities funded or partially funded by the Grant.

9.3 Wotton Arts Project will be required to keep full written records and accounts detailing how the Grant is used and shall permit the Council access at all reasonable times to all accounting records and supporting information in respect of these records and accounts.

10. Nominated Representative

10.1 The Council and Wotton Arts Project will from time to time nominate a representative who will act as liaison in respect of this Agreement. The first representatives are identified below.

10.2 For the Council: Ray Figg, Head of Cultural Services, Stroud District Council, Ebley Mill, Stroud, Glos, GL5 4UB

10.3 For Wotton Arts Project:

11. Quality and Review

11.1 Wotton Arts Project undertakes to monitor and report its performance in accordance with the arrangements set out in **Schedule 2**.

11.2 Representatives of the Council and Wotton Arts Project will meet prior to the end of each financial year (March 31) to discuss and formally review this Agreement and the performance of Wotton Arts Project over the financial year. At this meeting, the Council will seriously consider any requests made by Wotton Arts Project to increase the following years Grant in line with inflation.

11.3 At least one additional meeting will be held during the course of any one financial year, typically after 6 months, to facilitate performance review, using the information set out in Schedule 2. This will be used to help highlight any difficulties or problems which might affect Wotton Arts Project's ability to fulfil its stated aims and objectives, enabling preventative actions to be determined.

11.4 Any variations to this Agreement can only be made in writing and must be properly signed and duly authorised by the signatories of both parties.

11.5 Wotton Arts Project will provide a copy of its Annual Business Plan and Annual Report to the Council and an invitation for the Council's contact officer to attend its Annual General Meeting. Wotton Arts Project will also co-operate with the Council in carrying out any relevant Best Value Review.

11.6 At least 6 months before the expiration of this Agreement a major review will be conducted by the parties as a basis for considering future funding. No commitment is given by the Council to continue the provision of funding after the expiration of this Agreement.

11.7 The scope of the review will be agreed in writing prior to its commencement and may include the following:

- what has been achieved during the two year term
- the quality of the services and effectiveness of Wotton Arts Project and its services
- how Wotton Arts Project has addressed social exclusion
- how Wotton Arts Project has ensured that its services are accessible to all sections of the community
- how Wotton Arts Project has worked in partnership with other agencies
- how Wotton Arts Project has gathered information on the differences that its services and activities have brought to its users
- what record keeping systems have been used in order to collect high quality and reliable information on: the number of services users, the number of users that are residents of Wotton under Edge, the type of service users e.g. age, gender
- what developments and/or improvements have been introduced
- how Wotton Arts Project and its services have enabled / helped the Council to achieve its 4 key priorities
- in addition, the review will also consider whether or not the continued funding of the organisation is required

12. Inspection and Monitoring

12.1 Wotton Arts Project will at all times co-operate with the Council's processes for the inspection and monitoring of performance (as set out in section 11 / schedule 2) and financial audits (see section 9) in whatever way is reasonably requested by the Council.

13. Dispute Resolution

13.1 If either party considers the other to be in breach of their duties under this agreement or has a grievance about some aspect of the agreement's operation, the parties shall make every effort to resolve the issue through joint discussions. Where this fails:

- the party wishing to make the complaint should provide the other with written details, including proposals for resolving it
- a written response should be sent to the initiating party within 14 days
- if the response does not resolve the issue, the initiating party may request in writing to the contact officer a meeting of the authorised signatories (or their successor)
- where possible the meeting should be held within 14 days of the contact officer receiving the request

- where the meeting does not resolve the complaint, the issue should be considered by Wotton Arts Project's Board of Trustees or the relevant Council committee as a confidential item. Any submissions should be sent in advance to the other party and representation permitted

13.2 If either party is dissatisfied with the outcome as notified to it in writing within seven days of the meeting, arbitration can be requested and this will take place with a mutually acceptable external party.

14. Confidentiality

14.1 Records maintained by Wotton Arts Project in respect of its users and its employees/volunteers will not be revealed to the Council.

14.2 Information will be shared between Wotton Arts Project and the Council only where it is necessary for the provision and monitoring of the Service, but only in so far as the provisions in 14.1 allow.

14.3 Both parties shall comply with the Data Protection Act 1998.

15. Assignment and Sub-Contracting

15.1 Wotton Arts Project shall not assign or transfer the whole or any part of this Agreement or sub-contract any of the Service (identified in Schedule 1) without the prior written consent of the Council, which shall not be unreasonably withheld or delayed.

15.2 In the event that any assignment transfer or sub-contracting is permitted Wotton Arts Project shall unless otherwise agreed with the Council remain fully liable for its obligation under this Agreement.

16. Insurance

16.1 Without limiting its liability under this Agreement Wotton Arts Project shall affect and maintain with a reputable insurance company cover for such liabilities as may arise in the course of its work, which as a minimum will be:

- **Employers liability** - £5,000,000
- **Public liability** - £5,000,000 (in respect of any one claim)

16.2 Wotton Arts Project shall produce such evidence as the Council may reasonably require to confirm that the insurance referred to above has been affected and is in force at all times.

17. Indemnity

17.1 Wotton Arts Project shall indemnify the Council and keep it indemnified against liability for injury to or death of any persons or loss of or damage to any property, which may arise out of the act or default, or negligence of Wotton Arts Project and its employees or agents or sub-contractors. This clause shall be without prejudice to any other rights of the Council.

18. Equal Opportunities

18.1 Wotton Arts Project shall at all times operate a policy of equal opportunity in both staff recruitment and service delivery as required under the relevant equal opportunities and equalities legislation.

Signed for and on behalf of Stroud District Council Ebley Mill, Westward Road,

Stroud, Glos, GL5 4UB

.....
Ray Figg
Head of Cultural Services

dated.....

Signed for and on behalf of Wotton Arts Project

.....

dated.....

GRANT LEVEL AGREEMENT

Schedule 1. The Services

1. Primary Expectation

1.1 Under the terms of this Agreement, there is an expectation that Wotton Arts Project will support the Council in meeting its 4 key priorities as set out below wherever possible.

- Climate Change:** Help the community minimise its carbon footprint, adapt to climate change, recycle more and send as little waste to landfill as possible
- Affordable Housing:** To create a better local environment
- Resources:** Provide value for money to our taxpayers and high quality services to our customers
- Economy:** Help local people and businesses recover from the recession and grow the local economy

2. The Key Priorities Wotton Arts Project will help the Council achieve

2.1 The Key Priorities that Wotton Arts Project will help the Council achieve are:

2.2 More particularly Wotton Arts Project will assist communities in the Stroud district to create and expand recreational and cultural opportunities through:

- Developing its established and well respected and support programme of arts education and participatory arts events. The project currently promotes 18 weekly classes (including 7 for children and young people) regular workshops in dance, music and craft activities, a monthly Jazz Club, art and photography exhibitions, craft fairs and frequent live performances
- Extending its outreach programme by working with other local groups, including the Youth Club, the Blind Group and the elderly
- Develop closer working links with other arts projects including the Electric Picture House, Wotton Dramatic Society, Wotton Historical Society and Kingshill House

through joint promotions and other activities

- ❑ Maintain a live programme of approximately 10 professional dance, drama, poetry and music performance events each year
- ❑ Maintain the level of live music, dance, craft community activity workshops at approximately 20-25 per year

3. The Services and activities that will be provided by Wotton Arts Project

3.1 Wotton Arts Project will over the period April 2010– March 2012:

- ❑ Produce and promote three programmes each year
- ❑ Operate workshops connected to this work
- ❑ Operate a programme of classes and educational opportunities
- ❑ Work collaboratively with a range of agencies
- ❑ Continue to challenge through the work which is provided

4. What developments does Wotton Arts Project hope to achieve over the two-year period of this Agreement.

- ❑ Development of an annual festival programme with a focus on a different art for each year to raise the profile of the town and support regeneration initiatives
- ❑ Improving the facilities in the Chipping Hall to raise the quality of technical support for performers and the experience of audiences and participants
- ❑ Expanding our outreach programme to increase participation in the arts by young people
- ❑ Increase participation by expanding our base of volunteer support and the depth of their involvement in the project
- ❑ Secure funds and develop a programme of commissioned work from artists to the local community in the district
- ❑ Develop a programme to involve young people in the running of the project

GRANT LEVEL AGREEMENT

Schedule 2. Monitoring and Evaluation

1. The objective

1.1 The objective of this Schedule is for Wotton Arts Project to set out how it intends to monitor its performance in relation to this Agreement.

2. Details of what Wotton Arts Project will monitor

Wotton Arts Project will monitor the following key performance indicators:

- ❑ The number of attendances at programme events
- ❑ The percentage capacity of programme events
- ❑ The level of income earned from events and activities

- The percentage of capacity reached at ticketed events
- The number of schools involved on site
- The number of outreach sessions organised and delivered
- The number of teachers trained
- The balance of audience profile
- The level of customer satisfaction
- The number of people joining as 'friends'
- The number of joint promotions delivered both locally and further afield

3. Details of how Wotton Arts Project will monitor

3.1 Wotton Arts Project will use its own record sheets to collect the data necessary to report against the key performance indicators identified above. This will include:

- Analysis of customer attendences
- Customer surveys
- Feedback from 'Friends'
- Feedback from audiences
- Analysis of income generated
- Analysis of programme successes/failures

4. Evaluation and Review: Performance Monitoring

4.1 Wotton Arts Project monitors and evaluated its activities through the Board of Trustees and through its internal management procedures

4.2 Wotton Arts Project also undertakes to meet with the Council every six months (as a minimum) to check progress and to monitor the work which is being carried out.

4.3 Postal codes marketing

ARTS AWARD 2007 - £2,000

THIS AGREEMENT is made the ...31st..... day ofJanuary.....2008

BETWEEN

(1) ...Reinhild Beuther.....of...7A College Green,.

...Gloucester, GL1

2LX.....

("the Artist") and

(2) STROUD DISTRICT COUNCIL of Ebley Mill Stroud GL5 4UB ("the Council")

IT IS AGREED as follows:

1. Definitions and interpretation

1.1. In this Agreement except where a different interpretation is clear from or necessary in the context the following terms shall have the following meanings:

'Completion date': 30 April 2008

'Art Project': the Work of Art to be created by the Artist under the terms of this Agreement

'Work of Art' A single image or selection of images based on the Artist's proposal as included in the artist's

submission for the Stroud District Arts Award 2007 (Photography), presented in a form suitable for exhibition.

'Price': the sum of £2000.00

- 1.2 In this Agreement unless the context requires otherwise:
- 1.2.1 words and expressions that are defined in the Copyright, Designs and Patents Act 1988 shall bear the same meanings in this Agreement
 - 1.2.2 words importing the singular number shall include the plural and vice versa
 - 1.2.3 words importing any particular gender shall include all other genders
 - 1.2.4 references to persons shall include bodies of persons whether corporate or incorporate
 - 1.2.5 words importing the whole shall be treated as including a reference to any part of the whole
- 1.3 Any reference in this Agreement to any statute or statutory provision shall be construed as referring to that statute or statutory provision as it may from time to time be amended modified extended re-enacted or replaced (whether before or after the date of this Agreement) and including all subordinate legislation from time to time made under it
- 1.4 The expression 'copyright' shall include the entire copyright design right rental right to authorise or prohibit lending and database right subsisting now or created at any time during the Term under the laws of the United Kingdom and all analogous right subsisting now or created at any time during the Term under the laws of each and every other jurisdiction throughout the Territory
- 1.5 References in this Agreement to clauses schedules and exhibits are to clauses of and schedules and exhibits to this Agreement except where otherwise expressly stated
- 1.6 Headings are used in this Agreement for the convenience of the parties only and shall not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the clauses schedules or exhibits to which they relate

2 Recitals

The Artist has agreed to undertake the Art Project for the Council on the terms and conditions set out in this Agreement.

3. Artist to undertake the Art Project

- 3.1 In consideration of the Price the Artist shall undertake the Art Project to the best of his/her ability
- 3.2 The Artist shall complete the Art Project and make the resulting Work of Art available to the Council by the Completion Date, time being of the essence.
- 3.3 The completed Work of Art will be presented in a form which makes it possible to tour and exhibit throughout the District, as outlined in the Stroud District Arts Award 2007 (Photography) Specification.
- 3.4 If the Artist shall otherwise than by reason of circumstances beyond his control fail to complete the Art Project and make the Work of Art available to the Council by the Completion Date or by any subsequent date to which the Council may consent in writing then the Council may by summary notice to the Artist terminate this Agreement.
- 3.5 The Work of Art to be sited in its permanent location by 30th September 2008.
- 3.6 The artist shall be paid 90% of the price upon the signing of this contract, with the remaining 10% to be paid upon completion.

4. Additional costs to be met by SDC:

- 4.1 SDC will agree to provide the following venues for the Touring Exhibition: Museum in the Park Gallery Two; Subscription Rooms; Ebley Mill; Dursley Pool. The dates and any other venues are to be determined by mutual agreement between the Artist and the SDC representative/project manager (Phil Hindson - General Manager, Subscription Rooms).
- 4.2 SDC will only meet administration and installation costs of the stated SDC venues in

- respect of the Touring Exhibition up to a maximum of £250 per venue.
- 4.3** The final venue for the commission will be at a SDC venue, unless the artist has an acceptable, manageable alternative. SDC reserves the right to stipulate the permanent exhibition.
- 4.4** Costs for the final installation of the finished work to be met by SDC, up to a maximum of £250.
- 5. Death of Artist before completion**
If the Artist dies before completing the Art Project the Council shall have the option exercisable by giving notice in writing to the Artist's personal representative within two months of the Artist's death either to:
- 5.1** pay the Price and on payment the Council shall become the owner of the Work of Art to the extent that it exists as at the date of the Artist's death or
- 5.2** cancel this Agreement
- 6. Payment of the Price**
The Council shall pay to the Artist 90% of the Price upon the signing of this contact, with the remaining 10% to be paid upon completion.
- 7. Assignment of copyright**
The artist will retain ownership of the copyright in the image(s). However, once the image(s) are created, they will be owned by the Council.
- The artist will deliver to the Council, at no extra charge, the means necessary to reproduce and copy the images, including negatives, digital files or both. Negatives and transparencies remain the property of the photographer and will be returned.
- 8. Intellectual Property Rights**
The Artist asserts to the Council his/her assigns and successors in title, his/her right to be identified as the author of the Work of Art (including without limitation his/her right to be identified in the event of any public exhibition of the Picture or of any copy of it made in pursuance of clause 6) in accordance with the Copyright, Designs and Patents Act 1988 Sections 77 and 78.
- 9. General**
- 9.1 Proper law and jurisdiction**
This Agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England and the parties agree to submit to the exclusive jurisdiction of the English courts
- 9.2 Notices**
- 9.2.1** Any notice consent or the like (in this clause referred to generally as 'notice') required or permitted to be given under this Agreement shall not be binding unless in writing and may be given personally or sent to the party to be notified by pre-paid first class post or by electronic mail or facsimile transmission at its address as set out above or as otherwise notified in accordance with this clause
- 9.2.2** Notice given personally shall be deemed given at the time of its delivery
- 9.2.3** Notice sent by post in accordance with this sub-clause shall be deemed given at the commencement of business of the recipient on the second business day following its posting
- 9.2.4** Notice sent by electronic mail or facsimile transmission in accordance with this sub-clause shall be deemed given at the time of its actual transmission provided that the sender does not receive any indication that the electronic mail message or facsimile transmission has not been successfully transmitted to the intended recipient
- 9.3 No modification**
This Agreement may not be modified except by an instrument in writing signed by both of the parties or their duly authorised representatives

9.4 Waiver
 The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement

9.5 Severance
 In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of this are received by either of the parties from any relevant competent authority the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the Council it may be severed from this Agreement and in either event the remaining provisions of this Agreement shall remain the full force and effect

9.6 Rights and remedies cumulative
 All rights and remedies available to the parties under the terms of this Agreement and under the general law shall be cumulative and no exercise by either of the parties of any such right or remedy shall restrict or prejudice the exercise of any other right or remedy granted by this Agreement or otherwise available to it

AS WITNESS the names of the parties hereto the day and year first before written

Signed by the Artist:

Signed on behalf of the Council by:
 (Authorised signatory)

**SDC Arts Award De-Brief
 8th November 2007**

by: Ray Figg, Ann Taylor, Philip Hindson, Kevin Ward

Issue	Action ref	Action	Person
Staff continuity, communication & process	1A	Key people together at early stage – set out master plan incl. timeframe and estimated costs/time	All (RF to oversee)
	1B	Working Group to be formed from mgt (SDC)/art/community/public relations specialists – individuals to vary depending on theme	All (RF to oversee)
	1C	Time monitoring to be introduced to account for Officer Time – projected vs actual	All SDC Officers
Specification	2A	Specification to be produced by working group or those deemed appropriate by the group	Working Group
	2B	Description of final commission to be finalised before short listing (or to reflect nature of specific art theme)	Working Group
	2C	Judging criteria and weighting should be set-out from the beginning (i.e. taken from the specification)	Working Group

	2D	Public Vote to be revised by working group. Suggestions included 50/50 with chair of judges having casting vote, or 49/51 split	Working Group
Voting/Display	3A	Editing of artists statements – agreed that this should only cover spelling errors to avoid any unfair advantage	Working Group
	3B	Should be made clear that exhibited work is representative of quality and type and not the final commission – this is covered by the artist statement	Working Group
Other	4A	AT to attend panel next year in an advisory capacity	AT
	4B	Discussion over 07/08 contract, including IPR, payment, additional costs and venues. AT and PH to meet to finalise wording	AT, PH
	4C	RF to send out contract and refer artist to PH as Commission Project Manager for 07/08	RF, PH

Timetable for Judging of the Stroud District Council Arts Award 2007

Sunday 28th October .

11am- 12 noon Final opportunity for the public to cast their votes

Gallery One closes to the public. Set up Lunch in Gallery One, and table and 4 chairs for the interviews after lunch.

12..15pm – 1pm Working lunch for the judging panel in Gallery One.

1pm – 1.10pm Clear tables.

**Interviews, in Gallery One.
AT to greet and escort to G1.**

1.15pm -1.30pm Interview

1.30pm – 1.45pm Interview

1.50pm – 2.05pm Interview

2.05pm – 2.20pm Interview

2.30pm – 2.45pm Interview

2.45pm – 3.00pm Interview

3.05pm – 3.20pm Interview

3.20 – 4.00pm

Judges' deliberation

Name
Address of artist

Date.

Dear

Re: SDC Arts Award 2007

The panel of judges will meet at the Museum in the Park on Sunday, October 28th, to decide upon the winner of this year's £2000 commission prize, and to select the best black and white photograph.

The public votes cast during the exhibition will also count towards the final decisions. Voting for members of the public will close on Sunday 28th at 12 noon.

You are invited to meet the selection panel on 28th for a short interview of ten minutes, to discuss your work and your plans for the commission, explaining how you would envisage using the £2000 prize.

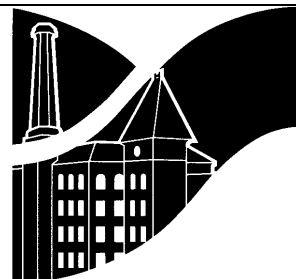
The interviews will take place in Gallery One at the Museum in the Park.
The time for your interview is.....

The final results and announcement of the winners of both competitions will be announced by..... on.....

We look forward to seeing you on Sunday 28th October.

Yours sincerely,

Ray Figg
Head of Cultural Services
SDC.



STROUD DISTRICT COUNCIL

Council Offices Ebley Mill Stroud Gloucestershire GL5 4UB

Head of Regeneration & Culture: Karen Toole

Internet: <http://www.stroud.gov.uk>

Head of Cultural Services : Ray Figg

E-mail: ray.figg@stroud.gov.uk

Direct Line: 01453 754407

Facsimile: 01453 754947

11 July 2008

Dear

Following Bairbre McAteer's visit to you today to view the finished artwork for the Stroud District Arts Award 2007 commission, I would like to confirm that Stroud District Council will take ownership of the commissioned artwork entitled "and they returned another way" as of today's date. Please invoice us for the remaining balance for the commission.

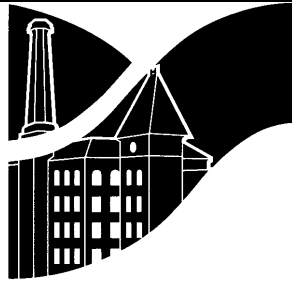
The work will tour to the Painswick Rococo Gardens, Dursley Pool, Nailsworth Library, the Subscription Rooms and the Museum in the Park. Insurance for the tour will be organised by Stroud District Council.

We are delighted with the finished piece which is beautifully produced. Thank you for your work on the Arts Award commission. It is a great asset to our collection and I am sure it will be a great success with the local community.

Yours sincerely

Ray Figg
Head of Cultural Services

c.c. Bairbre McAteer – Subscription Rooms Manager



STROUD DISTRICT COUNCIL

Council Offices Ebley Mill Stroud Gloucestershire GL5 4UB

Head of Regeneration & Culture: Karen Toole

Internet: <http://www.stroud.gov.uk>

Head of Cultural Services : Ray Figg

E-mail: ray.figg@stroud.gov.uk

Direct Line: 01453-754407

Facsimile: : 01453-754947

19

September 2007

Dear

STROUD DISTRICT ARTS AWARD 2007

Congratulations on being shortlisted for the Stroud Arts Award 2007. Eight artists have been shortlisted for the award and your photographs and commission proposal will be exhibited in Gallery 1 of the Museum in the Park from 16 to 27 October 2007.

The exhibition will be framed and hung by the PhotoStroud Festival organisers in association with the staff of the Museum in the Park. The PhotoStroud Festival is fortunate to have been donated £1500 worth of frames from Creative Picture Framing in Cirencester and we intend to use these frames for the Arts Award show.

We would ask you to supply four photographs and mounts for frames sized 16 inches by 20 inches. The frames are made of black stained ash. We will also require your commission proposal and an artist's statement which will be formatted and mounted on boards to accompany your photographs. The public and judging panel will use this information to decide who should be awarded the commission, so it is important that it is clear, easy to understand and captures the imagination of the reader. We recommend that you keep the total number of words for proposal and artist's statement to within 400 words.

We will need the prints and the text to be delivered to the Museum in the Park by **Friday 5 October**. If you wish to discuss any aspects of the exhibition please contact Ann Taylor at the Museum in the Park on 01453 763394.

On **Sunday 28 October 2007**, the Selection Panel will meet with all short listed artists for you to give a 10 minute presentation of your work and to talk the panel through your proposal for the commission. Ann Taylor will contact you again nearer the time to finalise the details for the day. The judging panel will be made up of Cllr John Jeffreys, (Stroud District Council), Pamela Roberts (former Curator of the Royal

Photographic Society), Paul Caffell, (founder of 31 Studio) and the public vote.

The judging panel and the public will also be voting on the best black and white image in the competition to be reproduced as a platinum print by 31 Studio.

Congratulations again on your achievement and I look forward to a successful exhibition.

Yours sincerely

Ray Figg
Head of Cultural Services

ARTS AWARD 2009 - £3,000

STROUD DISTRICT ARTS AWARD 2009 (Textiles)

The fourth annual award investing in artists' expressive
and creative practice

Specification

Award of £3,000 for overall winner to cover fee and
materials for commissioned work to commence May 2009

Application deadline: Monday 16 March 2009

*** PLEASE NOTE: This document is also available in large print**

The Stroud District Arts Award 2009 for Textiles

Background and Introduction

The Stroud District Arts Award aims to promote and support public art, and the extraordinary diversity and quality of the creative arts in the District. The 2009 award will be presented for textiles, in recognition of the district's history as a textile-producing area and its recent re-emergence in the area's cultural life and economy.

The Stroud District Arts Award was founded in 2005 by the Leader of Stroud District Council, Chas Fellows, to celebrate the contribution the creative arts make to the district. In 2008 it was decided to make the award a biennial one, in order to give more lead-in time for the artists and time to exhibit the prize-winning commissioned artworks.

The previous winners are:

2005: Cleo Mussi for "Yan Tan Tetherer" mosaic in the foyer of the Subscription Rooms

2006: Phil Thompson for his sculpture to celebrate the opening of Stroud College (in association with Stroud College. Pangolin Editions and Arts Council England)

2007: Reinhild Beuther for "and they returned another way" – a photographic work in Stroud General Hospital.

The Commission

This year's Award is open to any textile artist (professional, amateur or student) resident in the District. The recipient of the award will be invited to create a dynamic, original piece of art. The start of the making process will be May 2009 and it is anticipated that the commissioned piece will be fully installed, ready for unveiling by November 2009.

The finished piece will make its permanent home at the Cotswold Care Hospice, Minchinhampton.

The overall Award winner will receive a commission of £3,000 to produce a textile artwork in the broadest sense, in both two and three dimensions. This may include willow, paper, plastics, knitting and other constructed techniques, as well as those considered to be more traditional such as stitch, embroidery, applique, printing, weaving and so on. Consideration will be made for materials used, for vibrancy, and innovative interpretation of textiles and should take into account the chosen site and the visual connection to that site.

Stroud International Textiles has secured an additional prize of a year's free

subscription to Embroidery Magazine with a feature on the award winner.

The Council will work in association with Stroud International Textiles and the Stroudwater Textile Trust to oversee the Award's marketing and publicity, and selection and commissioning processes. The Award will be publicised through the local media and arts networks to ensure artists and the wider public are made aware of the opportunity to participate.

CRITERIA FOR ELIGIBILITY

- The artist must live or work predominantly in the Stroud District
- Submissions must be new, original work.
- The artist must be prepared to abide by the rules and conditions of the Arts Award and participate in any publicity associated with the award
- The overall winner must be able to fulfil the commission by the deadline of November 2009

SCHEDULE FOR THE ARTS AWARD 2009

1. noon on Monday 16 March 2009 – closing date for submissions
2. Monday 23 March 2009– shortlist announced
3. 20 April 2009 – delivery of exhibits for shortlist exhibition
4. 22 April – 25 April 2009 public exhibition of the shortlisted artists' works at the Subscription Rooms and public vote
5. 27 April 2009 Final judging
6. early May – Chairman of Council announces the winner of the Arts Award
7. mid-May onwards – commissioned artist begins work
8. 1 November 2009 – commission completed

SELECTION AND SHORTLISTING PROCESS

Entries will be selected for the shortlist exhibition by the Stroud District Arts Award panel which will be made up of representatives of the District Council, Stroud International Textiles, Stroudwater Textile Trust and the Cotswold Care Hospice. Up to six entrants will be shortlisted for the Award Exhibition.

The short listed artists will be invited to showcase a number of pieces from their work-to-date in the Subscription Rooms alongside their proposal. This will allow the public to engage with the selection process alongside the formal judging panel. A ballot will be conducted during the last two days of the exhibition. The proposals will also be shown on the Stroud District Council website and the public invited to vote by text.

On Monday 27 April 2009, the judges will meet with all short listed artists for the makers to give a small, informal presentation of their work and to "talk the panel through" the proposal for the finished piece.

The outcome of this selection process will be announced no later than two weeks following the selection meetings/exhibition.

The selection panel will be:

- Cllr John Jeffreys – Chairperson who will have casting vote (if needed)
- Media Representative
- Stroud International Textiles
- A representative from Stroudwater Textile Trust

- Arts Council England (South West)
- Cotswold Care Hospice
- The public vote – taken by a poll throughout the exhibition week (22-25 April)

THE SITE

There is a choice of two sites at the Cotswold Care Hospice:

1. on the wall of the visitors lounge just off the reception area or
2. in the garden which has been newly planted.

There are opportunities for a site visit on the following dates:

- Wednesday 4 February between 3pm and 5pm
- Thursday 5 February between 3pm and 5pm
- Friday 6 February between 3pm and 5pm

RULES AND CONDITIONS

Entering

1. Please submit a detailed proposal (no longer than 2 sides of A4) of the process and product for commission - including how you feel it responds to the site designated for the work.
2. Include the artist's CV and statement
3. Include images of current and previous work. These must be clearly labelled individually with name and contact details on the back
4. Entries will not be returned unless accompanied by adequate packaging and a SAE. The organisers will make every effort to take excellent care of all submitted work, but cannot be held responsible for any loss or damage.
5. The deadline (noon, Monday 16 March 2009) will be strictly adhered to – no late submissions will be considered.
6. The verdict of the shortlisting and selection panels will be final and no correspondence or discussion will be entered into regarding their decisions.
7. No member of the judging panels (or their families) will be eligible to enter.

Exhibition information

8. All shortlisted entrants will be asked to provide examples of their work, an artist's statement and a written proposal for their commission.
9. The statements and proposals will be formatted by Stroud District Council and will be used as exhibition panels for the exhibition. The statements and proposals will be required no later than two weeks before the exhibition opening.
10. The exhibits will be delivered on Monday 20 April 2009 for hanging in the George Room at the Subscription Rooms and will be on show from Wednesday 22 to Saturday 25 April.
11. In the event of any dispute, final arbitration will rest with the Chair of the judging panel Cllr John Jeffreys
12. The judging will take place on Monday 27 April.
13. The exhibits will be taken down and collected from the George Room on Tuesday 28 April.

HOW TO SUBMIT

Submissions should be marked 'Stroud District Arts Award 2009' and sent to:
Mrs Anne Ledoux
Stroud District Council
Ebley Mill
Stroud GL5 4UB
Arts.award@stroud.gov.uk

Please make sure that you have read and complied with the Award rules and conditions, and that you are in a position to meet the conditions and timetable for the commission, should yours be the winning entry.

10th November 2009

Dear

Re: Stroud District Arts Award 2009

Once again many congratulations on your success in winning the £3,000 Commission prize in this year's Stroud District Arts Award competition.

We understand that the piece is now installed at the Cotswold Care Hospice. As per the terms of the Arts Award Contract please find enclosed a final payment of £300 to settle the commission prize fund.

We look forward to attending the official unveiling of the piece at the venue and are sure that it is a superb addition to the space.

We hope you have found the Arts Award a rewarding process and as such we would value your feedback on the whole process.

Yours sincerely,

Kevin Ward,
pp. Ray Figg
Head of Cultural Services

stroud district

arts award

2009

Call for artists

A commission for a new,
original textile artwork for
the Cotswold Care
Hospice,
Minchinhampton.

⑥ Award of **£3,000** to cover fee and materials for commissioned piece to commence May 2009

⑥ Application deadline: noon,
Monday 16 March 2009

Register your interest at
arts.award@stroud.gov.uk and we
will email you with the
specification, or download a

specification from www.stroud.gov.uk/artsaward

Detail of work by Mary Butcher photographed by Jacqui Hurst

OTHER ORGANISATIONS

Air in G	A county wide rural touring theatre company, which uses a variety of local venues including village halls to bring good quality productions to new audiences.	£1,500	£500 (Culture, Sport and Tourism budget)	£2,000
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Air in G
2007/8 – 2009/10 £2K via Service Level Agreement

SERVICE LEVEL AGREEMENT

Service Level Agreement between Stroud District Council and Air in G

1. Parties to the Agreement

1.1 This Agreement is made on the 1st day of April 2007 between Stroud District Council of Council Offices, Ebley Mill, Westward Road, Stroud, Gloucestershire, GL5 4UB ("the Council") AND Air in G, ("Air in G").

2. Purpose of the Agreement

2.1 The Council wishes to make grant funding available to Air in G in order to protect and enhance the environment of the Stroud District and Air in G wishes to provide the services set out in Schedule 1 ("the Services").

3. Introduction

3.1 The objective of Air in G is to work with local volunteers and communities to protect and enhance the environment of the Stroud District. This is done through a wide range of projects focused in particular on sustainable development.

3.2 Air in G also receives core and project funds from;

Arts Council of England
Gloucestershire County Council

New funding is continuously being sought.

4. Status of Agreement

4.1 It is not the intention of this Agreement to impose strict legal obligations on either party. However, in signing, the Council and Air in G are committing themselves to fully comply with the roles and responsibilities set out for them within this agreement.

5. Status and Management of the Service Provider

5.1 In carrying out this agreement, Air in G is acting in its own right as an independent organisation, and not as agents of the Council.

5.2 Responsibility for the management of Air in G is vested in the Board of Trustees, the membership and operation of which is laid down in the Constitution and Memorandum and Articles of Association.

6. Duration of the Agreement

6.1 This Agreement commences on 1st April 2007 and will continue for a maximum period of three years until 31st March 2010 unless terminated in accordance with sections 7.4-7.8.

7. The Grant

7.1 In consideration of the partial funding of the services shown in Schedule 1, the Council shall pay Air in G the sum of **£2,000** per annum. The sum thus agreed ("the Grant") will be paid by way of equal six monthly payments in advance via the BACS System.

7.2 The only adjustments that may be made to the amount given in 7.1 would be as a result of:

- (a) any agreements made between the Council and Air in G following a change in Air in G's outgoings due to any contractual arrangements as may exist, for example, for lease agreements and staff contracts; and,
- (b) any changes made because of an amendment to the specified service after an annual review.

7.3 Together with the funds outlined in paragraph 3.2, these grants shall be construed as being sufficient to fund those core services referred to in Schedule 1 of this agreement, and for the purposes of this agreement are deemed to be Air in G's 'core funding'.

7.4 The District Council may withdraw or reduce the Grant at any time and for any reason and will follow the procedures set out below (7.5-7.8) when making Grant reductions or withdrawing the Grant completely.

7.5 The District Council will give Air in G clear reasons for the withdrawal or reduction of the Grant in writing.

7.6 Where the Grant is reduced or withdrawn a minimum of six months, and wherever possible 12 months, written notice will be given by the Council to Air in G. Any costs incurred by Air in G as a result of the withdrawal or reduction of the Grant are to be met from the final six-month payment. Typically this would include the cost of reducing or winding up services, carrying out redundancies, meeting holiday entitlements of staff made redundant.

7.7 If Air in G should cease to operate or go into receivership or administration, as a result of the withdrawal or reduction of the grant or for some other reason, then subject to Charities and Insolvency Law and when all other liabilities have been met, any outstanding balances from the Grant is to be repaid. Any goods purchased with the Grant should be returned to the Council for redistribution to other voluntary organisations.

7.8 If Air in G, in ceasing to operate, can demonstrate that it is unable to meet its

statutory or contractual liabilities due to unavoidable costs (for example a lease) and that those liabilities will fall upon individual Trustees of Air in G, the Council will consider an appeal for funding to meet a proportion of those costs in line with the proportion of income received by Air in G met by the Grant, but is under no obligation whatsoever to make any such funding available after such consideration.

7.9 Service developments and additional services over and above those supported by the core funding and described in Schedule 1 of this Agreement, can be considered for additional funding by the Council on the understanding that the Council can offer no commitment to fund. If the Council does fund these developments or additions in any one-year, such funding will not affect the core funding arrangements and shall not be taken into account when calculating the core funding grants in the succeeding year.

7.10 All payments to be made under this agreement are exclusive of VAT. In the event of Air in G being liable for VAT during the period of the operation of this agreement, the Council will enter into discussions with Air in G with the aim of reaching a mutually acceptable outcome.

7.11 Where Air in G gains a surplus of income from grants, fundraising or other sources in any one year, the Council will not seek repayment of any part of the Grant. Air in G will maintain a level of reserves appropriate to meet its financial responsibilities.

7.12 Air in G shall acknowledge the Council's financial support in any literature and publicity materials.

7.13 Air in G must not support a political party nor use the Grant to pay for publicity, which is for or against any political party.

8. Circumstances Beyond the Parties' Control

8.1 Neither party shall be liable to the other for any failure to fulfil its obligations under this Agreement if such a failure is caused by circumstances which are beyond its reasonable control such as adverse weather conditions, natural disasters or civil disturbances.

8.2 The Council recognises that the service delivery specified in Schedule 1 is dependent upon the availability of suitable volunteers.

9. Financial Procedures

9.1 Air in G must keep and maintain proper financial and accounting systems and practices including:

- proper arrangements for paying taxes and National Insurance
- a bank account in the name of Air in G
- two people must sign all cheques with at least one signatory being a Trustee of Air in G.

9.2 If Air in G receives a Grant of £10,000.00 or more in a year then it must:

- provide accounts every year for all income and spending relating to activities funded or partially funded by the Grant. An independent fully qualified accountant must audit these. In addition Air in G may receive an annual visit from the Council's Internal Audit Service in relation to Grant funded activities.
- submit six-monthly financial reports which detail all income and expenditure for projects wholly or partially funded by the Grant and identify and explain reasons for

any significant variations from the budget.

- ❑ advise the Council of any material changes affecting the finances of any activities funded or partially funded by the Grant.

9.3 Air in G will be required to keep full written records and accounts detailing how the Grant is used and shall permit the Council access at all reasonable times to all accounting records and supporting information in respect of these records and accounts.

10. Nominated Representative

10.1 The Council and Air in G will from time to time nominate a representative who will act as liaison in respect of this Agreement. The first representatives are identified below.

10.2 For the Council: Amar Dave, Head of Cultural Services, Stroud District Council, Ebley Mill, Stroud, Glos, GL5 4UB

10.3 For Air in G:

11. Quality and Review

11.1 Air in G undertakes to monitor and report its performance in accordance with the arrangements set out in **Schedule 2**.

11.2 Representatives of the Council and Air in G will meet prior to the end of each financial year (March 31) to discuss and formally review this Agreement and the performance of Air in G over the financial year. At this meeting, the Council will seriously consider any requests made by Air in G to increase the following years Grant in line with inflation.

11.3 At least one additional meeting will be held during the course of any one financial year, typically after 6 months, to facilitate performance review, using the information set out in Schedule 2. This will be used to help highlight any difficulties or problems, which might affect Air in G's ability to fulfil its stated aims and objectives, enabling preventative actions to be determined.

11.4 Any variations to this Agreement can only be made in writing and must be properly signed and duly authorised by the signatories of both parties.

11.5 Air in G will provide a copy of its Annual Business Plan and Annual Report to the Council and an invitation for the Council's contact officer to attend its Annual General Meeting. Air in G will also co-operate with the Council in carrying out any relevant Best Value Review.

11.6 At least 6 months before the expiration of this Agreement a major review will be conducted by the parties as a basis for considering future funding. No commitment is given by the Council to continue the provision of funding after the expiration of this Agreement.

11.7 The scope of the review will be agreed in writing prior to its commencement and may include the following:

- ❑ what has been achieved during the three-year term;
- ❑ the quality of the Services and effectiveness of Air in G and its services;
- ❑ how Air in G has addressed social exclusion;
- ❑ how Air in G has ensured that its services are accessible to all sections of the community;
- ❑ how Air in G has worked in partnership with other agencies;
- ❑ how Air in G has gathered information on the differences that its services and

activities have brought to its users;

- ❑ what record keeping systems have been used in order to collect high quality and reliable information on: the number of service users, the number of users that are residents of Stroud, the type of service users e.g. age, gender.
- ❑ what developments and/or improvements have been introduced;
- ❑ how Air in G and its services have enabled / helped the Council to achieve its corporate objectives.
- ❑ In addition, the review will also consider whether or not the continued funding of the Organisation is required.

11.8 The findings of the end of term review will be formally presented to the Council, with officer's recommendations, to consider whether the Council should continue to fund Air in G for a further three-year term.

12. Inspection and Monitoring

12.1 Air in G will at all times co-operate with the Council's processes for the inspection and monitoring of performance (as set out in section 11 / schedule 2) and financial audits (see section 9) in whatever way is reasonably requested by the Council.

13. Dispute Resolution

13.1 If either party considers the other to be in breach of their duties under this agreement or has a grievance about some aspect of the agreement's operation, the parties shall make every effort to resolve the issue through joint discussions. Where this fails:

- ❑ the party wishing to make the complaint should provide the other with written details, including proposals for resolving it;
- ❑ a written response should be sent to the initiating party within 14 days;
- ❑ if the response does not resolve the issue, the initiating party may request in writing to the contact officer a meeting of the authorised signatories (or their successor);
- ❑ where possible the meeting should be held within 14 days of the contact officer receiving the request.
- ❑ where the meeting does not resolve the complaint, the issue should be considered by Air in G's Board of Trustees or the relevant Council committee as a confidential item. Any submissions should be sent in advance to the other party and representation permitted.

13.2 If either party is dissatisfied with the outcome as notified to it in writing within seven days of the meeting, arbitration can be requested and this will take place with a mutually acceptable external party.

14. Confidentiality

14.1 The Council accepts that Air in G offers a confidential service and that all matters raised by individual clients are kept confidential. Records maintained by Air in G in respect of its users/clients and its employees/volunteers will not be revealed to the Council.

14.2 Information will be shared between Air in G and the Council only where it is necessary for the provision and monitoring of the Service, but only in so far as the provisions in 14.1 allow.

14.3 Both parties shall comply with the Data Protection Act 1998.

15. Assignment and Sub-Contracting

15.1 Air in G shall not assign or transfer the whole or any part of this Agreement or sub-contract any of the Service (identified in Schedule 1) without the prior written consent of the Council, which shall not be unreasonably withheld or delayed.

15.2 In the event that any assignment transfer or sub-contracting is permitted Air in G shall unless otherwise agreed with the Council remain fully liable for its obligation under this Agreement.

16. Insurance

16.1 Without limiting its liability under this Agreement Air in G shall affect and maintain with a reputable insurance company cover for such liabilities as may arise in the course of it's work, which as a minimum will be:

- ❑ **Employers liability** - £2,000,000
- ❑ **Public liability** - £5,000,000 (in respect of any one claim)

16.2 Air in G shall produce such evidence as the Council may reasonably require to confirm that the insurance referred to above has been affected and is in force at all times.

17. Indemnity

17.1 Air in G shall indemnify the Council and keep it indemnified against liability for injury to or death of any persons or loss of or damage to any property, which may arise out of the act or default, or negligence of Air in G and its employees or agents or sub-contractors. This clause shall be without prejudice to any other rights of the Council.

18. Equal Opportunities

18.1 Air in G shall at all times operate a policy of equal opportunity in both staff recruitment and service delivery as required under the relevant equal opportunities and equalities legislation.

Signed for and on behalf of Stroud District Council
Council Offices, Ebley Mill, Westward Road, Stroud, Gloucestershire, GL5 4UB

.....
Amar Dave,
Head of Cultural Services

dated.....

Signed for and on behalf of Air in G

.....
Artistic Director

dated.....

SERVICE LEVEL AGREEMENT

Schedule 1. The Services

1. Primary Expectation

1.1 Under the terms of this Agreement, there is an expectation that Air in G will support the Council in meeting its 7 corporate objectives set out below:

- To protect and improve the environment
- To help build economic prosperity
- To help those in particular need
- To prevent and reduce crime and disorder
- To create and expand recreational and cultural opportunities
- To maintain and improve the community's health
- To continuously improve the Council's performance by providing Best Value services

2. The Key Aims Air in G will help the Council achieve

2.1 The Key Aims that Air in G will help the Council achieve are:

- To protect and improve the environment
- To help those in particular need
- To maintain and improve the community's health
- To create and expand recreational and cultural opportunities
- To continuously improve the Council's performance by providing Best Value Services

2.2 More particularly Air in G will assist communities in the Stroud district to create and expand recreational opportunities by:

- Providing opportunities for local people to watch and participate in good quality theatre
- Offer a wide range of performances which are enjoyable and challenging
- Provide activity at a local venue to help support local facilities and to encourage local involvement

3. The Services and activities that will be provided by Air in G

3.1 Air in G will over the period April 2007 – March 2010:

- Develop and operate a rural touring theatre programme for the district
- Utilise a variety of local facilities and venues
- Create a promotional programme and marketing campaign to support these activities which is carried out throughout the district
- Ensure that performances are affordable to ensure maximum local impact
- Aim to attract new participating audiences and venues into the programme on an annual basis
- Use the programme to assist in the development of new skills within the communities who participate by offering workshops and training where appropriate
- Develop a responsive approach to the what communities need and enjoy
- Seek support from local Town and Parish Councils in principal and financial terms

where possible.

4. What developments does Air in G hope to achieve over the three-year period of this Agreement.

- To continue to sustain the rural cinema scheme
- Seek to generate more income from a variety of sources to ensure longer term sustainability and to fund new/ additional programmes of work
- Develop a longer term expansion plan for the work
- Continue to build upon Air in G's reputation which is not just within the County but which achieves regional recognition

SERVICE LEVEL AGREEMENT

Schedule 2. Monitoring and Evaluation

1. The objective

1.1 The objective of this Schedule is for Air in G to set out how it intends to monitor its performance in relation to this Agreement.

2. Details of what Air in G will monitor

Air in G will monitor the following key performance indicators:

- Number of performances held within the District
- Number of tickets sold
- Percentage capacity of performances
- Distance travelled by audiences
- Number of workshops held
- Net income minus expenditure

3. Details of how Air in G will monitor

3.1 Air in G will use its own record sheets to collect the data necessary to report against the key performance indicators identified above. This will include:

- Analysis of overall programme performance
- Analysis of mailing lists
- Analysis of feedback from participating venues
- Analysis of feedback from audiences

4. Evaluation and Review: Performance Monitoring

4.1 Air in G will continue to meet with SDC for a formal on an annual basis.

4.2 This will be supplemented by a six monthly meeting to discuss performance and future funding

Stroud and District Festival

2007/8 - £1K

2008/9 - £1K

2009/10 - £1k

6/11/07

Stroud Arts Festival Evaluation in Brief

Positive outcomes

1. Stroud Arts Festival is back on the map.

The festival celebrating arts and culture in the Black community took place, and through discussion with a number of punters it is clear that the programme resonated in peoples minds as an inspirational focus. The quality of the work was of the highest standard, and the content stimulating and engaging.

2 New partnerships and progressive networking

Potentially useful relationships with venue managers, and venues were established during the two week event. Particularly with Stroud Valleys Art Space, Church of God of Prophecy; The Space and Stroud College. Links with other organisations such as Trudi manger of Stroud Libraries Ann Taylor of Museum in the Park and Carol and Brian Ouuthesen of Amnesty International.

3 Volunteer input

A team of eight regular volunteers came together and worked very effectively to support the programme. Not only did these volunteers turn up at venues to act as stewards; in some cases they assisted with important 'set ups' such as Sam Giles and Isabel's work with the exhibition for the Launch; and Ann Mansfield's practical input for the display in the window box at Stroud Library. An enormous thanks to our team of volunteers. Ann, Gari, Merci, Sam, Nathan, Isabel, Eileen, and Nadja. As well as Carol and Liz for their time and energy.

4 Raised the profile of Black Artists

By balancing of the presence of international artists such as Tavaziva [Dance] with local practitioners increased the credibility of the work of home grown artists.

5 Publicity coverage

The Stroud News and Journal, Citizen and Echo all highlighted the festival; in some instances as with the first two aforementioned , more than one story over different weeks. Radio interviews went out on Stroud FM; Gloucester Fm [x2] BBC Radio Gloucester [x2] in addition to a whole week of recording by Paul Moss of events in process and interviews with Artists.

6 New Historical Monument for Stroud

The Freedom Installation created by 12 young people from Stroud College who worked with for one week will have a permanent home in Stroud. This is likely to be at Archway School or another strategic location.

7 Some successful events

The launch of the Festival was a memorable event with interesting discourse and excellent refreshment.

The Five Live Drama Event and Blake Evening were two very successful events where there was an obvious ready-made-audience. Congratulations to [redacted] for this achievement.

[redacted] made a valuable contribution to the Festival Programme in a variety of ways but a special thanks for her Storytelling of Anansi Stories at Stroud Library and her organising the Festival Party.

Many thanks to [redacted] for managing the production of the Publicity Brochure.

Challenges

1 Communications

The festival struggled with poor communication systems. The process of telephone calls

emails, texts and posting was completely sporadic; this was compounded by the absence of a central office as a point of contact.

2 Staffing

Inadequate staffing was a major issue. A festival as ambitious as this year's focus suffered from the lack of a qualified and capable Festival Team. One volunteer criticized the Artistic Director for doing too much. The response she received was that there was a great deal to be done and, at that point, (which happened quite frequently), no one else was present with the necessary skill to action particular tasks.

3 Insufficient input from Directors on the Board of the Festival

The lack of practical support and the absence of attendance from most Board members

to the majority of the events in the Festival was very apparent.

As a volunteer, the Artistic Director managed to attend every single event throughout the whole festival; and was saddened by the seemingly lack of interest shown by most Directors, as it raised a number of questions about the level of commitment by the management team.

4 Loss of income

Poor ticket sales led to the cancellation of a 4 of events at short notice.

The impact of this was monies being paid out for cancellation fees and estimates for income targets not being reached.

5 Promotion

There is no doubt that our publicity was dynamic and if all the leads referred to on each Event Specification had been followed through it is likely that poorly attended events would have probably been better attended because they would have tied into an existing group or organisation.

6 Lack of support from diverse communities in Gloucester and Bristol

One of the greatest challenges of the festival was engaging the Black community at

least in this region of Gloucestershire.

Efforts were made to encourage groups to inform their members and bring along a party of participants via visits, emails, and phone calls; but it appeared that there was some reluctance to venture into Stroud and only a handful attended. Notably at the Church of Prophecy for the Gospel evening, and Tavaziva Dance.

RECOMMENDATIONS

Thank you letters

A formal letter of thanks on letter headed paper goes out to all to venue managers, volunteers, and all artists.

Format

The festival keeps its new idea of working thematically. For example next year is a National focus on Literacy; perhaps the Festival could choose to link into this focus.

Contracts

All contracts must have a clause re a maximum of 25% cancellation fee.

Staffing

A team of qualified staff need to be appointed to work on the delivery and promotion of the Festival if the Festival is to be a 'true' festival.

The programme of work should take place throughout the year at a fixed number of strategic venues. Such as 8 events one each month; commencing in the springtime of 2008.

Programme

Each event must tie into a specific existing group.

Consolidation

Two events are still in the process of being wrapped up; one is the permanent home for The Uhuru Installation, which will be inaugurated sometime in the near future.

The other is the completion of the Fashion Show with the 16 African Caribbean members of the Fishpool Project which will take place at Bockworth School on December 6th 2007.

The very special drapes made from tree bark from Uganda should be held in trust by the Festival for continuing use next year. A local artist suggested that it could become material for icons or text to be printed on in a new project

This would be is preferable to selling it off.

Closing remark

My experience of the festival has been both pleasurable and painful.

But I'm not sorry that that I remained involved as a volunteer in the last two months because I feel that the positive outcomes outweigh the stresses and disappointments. And last but not least getting to know Jane and Diana has also been special.

Thank You

Sheva-Viv

Gloucestershire Dance	Initiate, develop and sustain a dance ecology in the county in partnership with SW Dance Agencies Consortium. In particular, targeting socially excluded groups in rural and urban areas. Create dance activities for both able bodied and disabled people. Use dance in education, especially in schools, community organisations etc.	£1,000	£500 (Culture, Sport and Tourism budget)	£1,500
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Gloucester Dance

SERVICE LEVEL AGREEMENT

Service Level Agreement between Stroud District Council and Gloucestershire Dance

Annual report for 2006/7 due September 2007 (Delay due to change in reporting structure)

1. Parties to the Agreement

1.1 This Agreement is made on the 1st day of April 2007 between Stroud District Council of Council Offices, Ebley Mill, Westward Road, Stroud, Gloucestershire, GL5 4UB ("the Council") AND Gloucestershire Dance, ("Gloucestershire Dance").

2. Purpose of the Agreement

2.1 The Council wishes to make grant funding available to Gloucestershire Dance in order to initiate, develop and sustain a vibrant dance ecology for the people of the Stroud District and in doing so Gloucestershire Dance wishes to provide the services set out in Schedule 1 ("the Services").

3. Introduction

3.1 The objective of Gloucestershire Dance is to work with local people and other agencies to offer a variety of dance opportunities to accommodate age, ability and cultural differences within the district of Stroud. This is done through a wide range of projects working in partnership with a number of different local organisations.

3.2 Gloucestershire Dance also receives core and project funds from;

Core;	
Arts Council (SW)	£60,000
Tewkesbury Borough Council	£ nil
Cotswold District Council	£nil
Forest of Dean District Council	£500
Cheltenham Borough Council	£1,000
Gloucestershire CC(Arts Dev)	£6,320
GCC Young People's Dir.	£3,036
Social Services	£3,300

Project:

Trusts and Donations	£ TBC
Creative Partnerships	£ 25,000

New funding is continuously being sought.

4. Status of Agreement

4.1 It is not the intention of this Agreement to impose strict legal obligations on either party. However, in signing, the Council and Gloucestershire Dance are committing themselves to fully comply with the roles and responsibilities set out for them within this agreement.

5. Status and Management of the Service Provider

5.1 In carrying out this agreement, Gloucestershire Dance is acting in its own right as an independent organisation, and not as agents of the Council.

5.2 Responsibility for the management of Gloucestershire Dance is vested in the Board of Trustees, the membership and operation of which is laid down in the Constitution and Memorandum and Articles of Association.

6. Duration of the Agreement

6.1 This Agreement commences on 1st April 2007 and will continue for a maximum period of three years until 31st March 2010 unless terminated in accordance with sections 7.4-7.8. The actual amounts payable will be agreed on an annual basis with indicative figures for the following year provided.

7. The Grant

7.1 In consideration of the partial funding of the services shown in Schedule 1, the Council shall pay Gloucestershire Dance the sum of **£1,500** from the Core Grants Budget and **£500** from the Arts Revenue Budget for the period 2004/05. The sum thus agreed ("the Grant") will be paid by way of equal six monthly payments in advance via the BACS System.

7.2 The only adjustments that may be made to the amount given in 7.1 would be as a result of:

- (a) any agreements made between the Council and Gloucestershire Dance following a change in Gloucestershire Dance's outgoings due to any contractual arrangements as may exist, for example, for lease agreements and staff contracts; and,
- (b) any changes made because of an amendment to the specified service after an annual review.

7.3 Together with the funds outlined in paragraph 3.2, these grants shall be construed as being sufficient to fund those core services referred to in Schedule 1 of this agreement, and for the purposes of this agreement are deemed to be Gloucestershire Dance's 'core funding'.

7.4 The District Council may withdraw or reduce the Grant at any time and for any reason and will follow the procedures set out below (7.5-7.8) when making Grant reductions or withdrawing the Grant completely.

7.5 The District Council will give Gloucestershire Dance clear reasons for the withdrawal or reduction of the Grant in writing.

7.6 Where the Grant is reduced or withdrawn a minimum of six months, and wherever possible 12 months, written notice will be given by the Council to Gloucestershire Dance. Any costs incurred by Gloucestershire Dance as a result of

the withdrawal or reduction of the Grant are to be met from the final six-month payment. Typically this would include the cost of reducing or winding up services, carrying out redundancies, meeting holiday entitlements of staff made redundant.

7.7 If Gloucestershire Dance should cease to operate or go into receivership or administration, as a result of the withdrawal or reduction of the grant or for some other reason, then subject to Charities and Insolvency Law and when all other liabilities have been met, any outstanding balances from the Grant is to be repaid. Any goods purchased with the Grant should be returned to the Council for redistribution to other voluntary organisations.

7.8 If Gloucestershire Dance, in ceasing to operate, can demonstrate that it is unable to meet its statutory or contractual liabilities due to unavoidable costs (for example a lease) and that those liabilities will fall upon individual Trustees of Gloucestershire Dance, the Council will consider an appeal for funding to meet a proportion of those costs in line with the proportion of income received by Gloucestershire Dance met by the Grant, but is under no obligation whatsoever to make any such funding available after such consideration.

7.9 Service developments and additional services over and above those supported by the core funding and described in Schedule 1 of this Agreement, can be considered for additional funding by the Council on the understanding that the Council can offer no commitment to fund. If the Council does fund these developments or additions in any one year, such funding will not affect the core funding arrangements and shall not be taken into account when calculating the core funding grants in the succeeding year.

7.10 All payments to be made under this agreement are exclusive of VAT. In the event of Gloucestershire Dance being liable for VAT during the period of the operation of this agreement, the Council will enter into discussions with Gloucestershire Dance with the aim of reaching a mutually acceptable outcome.

7.11 Where Gloucestershire Dance gains a surplus of income from grants, fundraising or other sources in any one year, the Council will not seek repayment of any part of the Grant. Gloucestershire Dance will maintain a level of reserves appropriate to meet its financial responsibilities.

7.12 Gloucestershire Dance shall acknowledge the Council's financial support in any literature and publicity materials.

7.13 Gloucestershire Dance must not support a political party nor use the Grant to pay for publicity, which is for or against any political party.

8. Circumstances Beyond the Parties' Control

8.1 Neither party shall be liable to the other for any failure to fulfil its obligations under this Agreement if such a failure is caused by circumstances which are beyond its reasonable control such as adverse weather conditions, natural disasters or civil disturbances.

8.2 The Council recognises that the service delivery specified in Schedule 1 is dependent upon the availability of suitable volunteers.

9. Financial Procedures

9.1 Gloucestershire Dance must keep and maintain proper financial and accounting systems and practices including:

- proper arrangements for paying taxes and National Insurance

- ❑ a bank account in the name of Gloucestershire Dance
- ❑ two people must sign all cheques with at least one signatory being a Trustee of Gloucestershire Dance.

9.2 If Gloucestershire Dance receives a Grant of £10,000.00 or more in a year then it must:

- ❑ provide accounts every year for all income and spending relating to activities funded or partially funded by the Grant. An independent fully qualified accountant must audit these. In addition Gloucestershire Dance may receive an annual visit from the Council's Internal Audit Service in relation to Grant funded activities.
- ❑ submit six-monthly financial reports which detail all income and expenditure for projects wholly or partially funded by the Grant and identify and explain reasons for any significant variations from the budget.
- ❑ advise the Council of any material changes affecting the finances of any activities funded or partially funded by the Grant.

9.3 Gloucestershire Dance will be required to keep full written records and accounts detailing how the Grant is used and shall permit the Council access at all reasonable times to all accounting records and supporting information in respect of these records and accounts.

10. Nominated Representative

10.1 The Council and Gloucestershire Dance will from time to time nominate a representative who will act as liaison in respect of this Agreement. The first representatives are identified below.

10.2 For the Council: Karen Toole, Strategic Head for Regeneration and Culture, Stroud District Council, Ebley Mill, Stroud, Glos, GL5 4UB

10.3 For Gloucestershire Dance:

11. Quality and Review

11.1 Gloucestershire Dance undertakes to monitor and report its performance in accordance with the arrangements set out in **Schedule 2**.

11.2 Representatives of the Council and Gloucestershire Dance will meet prior to the end of each financial year (March 31) to discuss and formally review this Agreement and the performance of Gloucestershire Dance over the financial year. At this meeting, the Council will seriously consider any requests made by Gloucestershire Dance to increase the following years Grant in line with inflation.

11.3 At least one additional meeting will be held during the course of any one financial year, typically after 6 months, to facilitate performance review, using the information set out in Schedule 2. This will be used to help highlight any difficulties or problems which might affect Gloucestershire Dance's ability to fulfil its stated aims and objectives, enabling preventative actions to be determined.

11.4 Any variations to this Agreement can only be made in writing and must be properly signed and duly authorised by the signatories of both parties.

11.5 Gloucestershire Dance will provide a copy of its Annual Business Plan and Annual Report to the Council and an invitation for the Council's contact officer to attend its Annual General Meeting. Gloucestershire Dance will also co-operate with the Council in

carrying out any relevant Best Value Review.

11.6 At least 6 months before the expiration of this Agreement a major review will be conducted by the parties as a basis for considering future funding. No commitment is given by the Council to continue the provision of funding after the expiration of this Agreement.

11.7 The scope of the review will be agreed in writing prior to its commencement and may include the following:

- what has been achieved during the three-year term;
- the quality of the Services and effectiveness of Gloucestershire Dance and its services;
- how Gloucestershire Dance has addressed social exclusion;
- how Gloucestershire Dance has ensured that its services are accessible to all sections of the community;
- how Gloucestershire Dance has worked in partnership with other agencies;
- how Gloucestershire Dance has gathered information on the differences that its services and activities have brought to its users;
- what record keeping systems have been used in order to collect high quality and reliable information on: the number of service users, the number of users that are residents of Stroud, the type of service users e.g. age, gender.
- what developments and/or improvements have been introduced;
- how Gloucestershire Dance and its services have enabled / helped the Council to achieve its corporate objectives.
- In addition, the review will also consider whether or not the continued funding of the Organisation is required.

11.8 The findings of the end of term review will be formally presented to the Council, with officer's recommendations, to consider whether the Council should continue to fund Gloucestershire Dance for a further three-year term.

12. Inspection and Monitoring

12.1 Gloucestershire Dance will at all times co-operate with the Council's processes for the inspection and monitoring of performance (as set out in section 11 / schedule 2) and financial audits (see section 9) in whatever way is reasonably requested by the Council.

13. Dispute Resolution

13.1 If either party considers the other to be in breach of their duties under this agreement or has a grievance about some aspect of the agreement's operation, the parties shall make every effort to resolve the issue through joint discussions. Where this fails:

- the party wishing to make the complaint should provide the other with written details, including proposals for resolving it;
- a written response should be sent to the initiating party within 14 days;
- if the response does not resolve the issue, the initiating party may request in writing to the contact officer a meeting of the authorised signatories (or their successor);
- where possible the meeting should be held within 14 days of the contact officer receiving the request.
- where the meeting does not resolve the complaint, the issue should be

considered by Gloucestershire Dance's Board of Trustees or the relevant Council committee as a confidential item. Any submissions should be sent in advance to the other party and representation permitted.

13.2 If either party is dissatisfied with the outcome as notified to it in writing within seven days of the meeting, arbitration can be requested and this will take place with a mutually acceptable external party.

14. Confidentiality

14.1 The Council accepts that Gloucestershire Dance offers a confidential service and that all matters raised by individual clients are kept confidential. Records maintained by Gloucestershire Dance in respect of its users/clients and its employees/volunteers will not be revealed to the Council.

14.2 Information will be shared between Gloucestershire Dance and the Council only where it is necessary for the provision and monitoring of the Service, but only in so far as the provisions in 14.1 allow.

14.3 Both parties shall comply with the Data Protection Act 1998.

15. Assignment and Sub-Contracting

15.1 Gloucestershire Dance shall not assign or transfer the whole or any part of this Agreement or sub-contract any of the Service (identified in Schedule 1) without the prior written consent of the Council, which shall not be unreasonably withheld or delayed.

15.2 In the event that any assignment transfer or sub-contracting is permitted Gloucestershire Dance shall unless otherwise agreed with the Council remain fully liable for its obligation under this Agreement.

16. Insurance

16.1 Without limiting its liability under this Agreement Gloucestershire Dance shall affect and maintain with a reputable insurance company cover for such liabilities as may arise in the course of its work, which as a minimum will be:

- ❑ **Employers liability** - £5,000,000
- ❑ **Public liability** - £5,000,000 (in respect of any one claim)

16.2 Gloucestershire Dance shall produce such evidence as the Council may reasonably require to confirm that the insurance referred to above has been affected and is in force at all times.

17. Indemnity

17.1 Gloucestershire Dance shall indemnify the Council and keep it indemnified against liability for injury to or death of any persons or loss of or damage to any property, which may arise out of the act or default, or negligence of Gloucestershire Dance and its employees or agents or sub-contractors. This clause shall be without prejudice to any other rights of the Council.

18. Equal Opportunities

18.1 Gloucestershire Dance shall at all times operate a policy of equal opportunity in both staff recruitment and service delivery as required under the relevant equal opportunities and equalities legislation.

Signed for and on behalf of Stroud District Council
Council Offices, Ebley Mill, Westward Road, Stroud, Gloucestershire, GL5 4UB

.....
Amar Dave
Head of Cultural services

dated.....

Signed for and on behalf of Gloucestershire Dance

.....
Acting Director on behalf of Trustees

dated.....

SERVICE LEVEL AGREEMENT

Schedule 1. The Services

1. Primary Expectation

1.1 Under the terms of this Agreement, there is an expectation that Gloucestershire Dance will support the Council in meeting its 7 corporate objectives set out below:

- To protect and improve the environment
- To help build economic prosperity
- To help those in particular need
- To prevent and reduce crime and disorder
- To create and expand recreational and cultural opportunities
- To maintain and improve the community's health
- To continuously improve the Council's performance by providing Best Value services

2. The Key Aims Gloucestershire Dance will help the Council achieve

2.1 The Key Aims that Gloucestershire Dance will help the Council achieve are:

- To protect and improve the environment
- To help those in particular need
- To maintain and improve the community's health

- ❑ To create and expand recreational and cultural opportunities
- ❑ To continuously improve the Council's performance by providing Best Value Services

2.2 More particularly Gloucestershire Dance will assist communities in the Stroud district to create and expand recreational and cultural opportunities through;

- ❑ Working towards their mission which is to initiate, develop and sustain a vibrant dance ecology for the people of Gloucestershire as a partner in Dance South West National Dance Agency
- ❑ Working across the county, and in particular Stroud, initiating and motivating through workshops, residencies and performances; training, nurturing and inspiring dancers of all ages and abilities to realise their ambitions. By aiming to find the dancer in everyone and every body.
- ❑ Never working in isolation. Valuing partnerships with Local Authorities and a variety of arts providers, so that a variety of dance styles and opportunities can be provided to accommodate age, ability and cultural differences.

3. The Services and activities that will be provided by Gloucestershire Dance

3.1 Gloucestershire Dance will over the period April 2007 – March 2010:

- ❑ provide advice and support to local organisations and the public
- ❑ provide training opportunities for dance artists, teachers, and carers
- ❑ run youth dance companies for young people interested in dance
- ❑ work in disadvantaged and disabled communities affected by rural isolation or urban deprivation
- ❑ create opportunities for dance leaders and artists to work in their own localities
- ❑ identify and nurture professional artists who have the ability to inspire and entertain dance audiences
- ❑ co-ordinate the work of visiting artists and companies in partnership with other arts providers
- ❑ provide an advice and information service
- ❑ raise the public profile of dance activity

4. What developments does Gloucestershire Dance hope to achieve over the three-year period of this Agreement.

- ❑ Sustain the current level of staffing
- ❑ Continue to develop participatory activities for people of all ages and all abilities in the Stroud District in particular through:
 - **Training** - more dance leaders including disabled dance leaders to work on our integrated dance projects
 - **Annual Youth dance**
 - Developing further a bi-annual youth dance festival in each of the 6 districts. Aspirations to extend the festival to 3 days in Stroud District by 2010
 - Ongoing performance by Youth Dance Companies across the District
 - Supporting and developing the Stroud Youth Dance Companies
 - **Boys Dance** - Developing boys dance across the district
 - **Arts Venues** - working with the arts venues within the district to increase out of hours dance provision and dance audiences
 - **Projects** - expanding the provision of our integrated dance projects
 - **Cultural Projects** - using dance artists from different cultural backgrounds to work and perform in the district on a more regular basis

- **School Provision**
 - Sustain the current level of school provision
 - Consolidate the level of after school clubs
 - To maintain the partnerships with Special and main stream schools
 - Developing school holiday activities
- **Disability** - Working in partnership with Stroud Disability Officer and develop further opportunities

5. Areas of improvement required

- The cost base and quality of provision of Stratford Park Leisure Centre has improved and further improvements are required

SERVICE LEVEL AGREEMENT

Schedule 2. Monitoring and Evaluation

1. The objective

1.1 The objective of this Schedule is for Gloucestershire Dance to set out how it intends to monitor its performance in relation to this Agreement.

2. Details of what Gloucestershire Dance will monitor

Gloucestershire Dance will monitor the following key performance indicators:

- The range and success of activities and where they are taking place
- The range of community groups
- Number of participants in projects including audience figures
- Number of projects delivered
- Number of GD employees from Stroud District

3. Details of how Gloucestershire Dance will monitor

3.1 Gloucestershire Dance will use its own record sheets to collect the data necessary to report against the key performance indicators identified above. This will include:

- Evaluation forms completed by dance leaders
- Evaluation forms completed by participants
- Evaluation forms completed by teachers/leaders/workers hosting workshop/event
- Use of video/camera to record activities where progress/success cannot be effectively measured e.g. people with disabilities, performances.

4. Evaluation and Review: Performance Monitoring

4.5 Director's report presented to Management Board every 6 –8 weeks

4.6 Finance Officer's report presented to Management Board every 6-8 weeks

4.7 Annual Review meeting conducted by Arts Council England, South West and Gloucestershire County Council (October each year)

4.8 Report and review 6 monthly with Stroud District Council

GLOUCESTERSHIRE ARTS ADVISORY GROUP: TERMS OF REFERENCE

This Group was established by the County Council in 1988, following the adoption of the County Arts Strategy. According to that Strategy, the Group's principal functions were:

1. To provide essential coordination and liaison between the main county agencies concerned with the development of the arts.
2. To provide specialist art form and local advice and knowledge to the County Arts Development Officer and, through that Officer, to the County Council.
3. To integrate into the County Council's consideration of the arts a wide range of local bodies and areas of interest.

In accordance with the County Council's policy of devolving management responsibility from Members to Officers, the Group is now chaired by the County Arts Development Officer.

District Council representation on the Group has, from the first, been through Officers rather than Members.

Past work of the Group has been the development of a County Black and Asian Arts Development Strategy; consideration of District Arts Strategies and, since 1991 Partnership Funding. This enables Gloucestershire six District Councils to pool funding with the County Council to commission arts development projects and programmes which deliver against shared mutual objectives. Details of recent programmes are available on request.

Arts Development officer
Gloucestershire County Council

Gloucestershire County Council
2009-10 £2,266.00 (Local Authority Funding)

Arts Advisory Group
Stroud Valleys Artspace

**DELIVERY OF THE CULTURAL OLYMPIAD IN
GLOUCESTERSHIRE 2010**

Fairgame Theatre

in partnership with

Stroud Valleys Artspace

'As I Walked Out'

An Evaluation As I Walked Out Evaluation Fairgame Theatre, c/o The Everyman, Regent Street, Cheltenham GL50 1HQ w: www.fairgametheatre.com t: 01242 695570 e: enquiries@fairgametheatre.com Registered charity number: 1099923

Introduction

'As I Walked Out' was an eight week continuous journey on foot through the six districts of Gloucestershire with young people, four donkeys, a cart and nationally commissioned artists who delivered public arts workshops.

The walk was led by project manager, Sarah Blowers, who was joined by volunteers, members of the public and a commissioned artist in each district of the county. Sarah Blowers says, "It was important that our journey had as low a carbon footprint as possible. We used no vehicles and instead transported our belongings using four pack donkeys and a cart equipped with a solar panel. Our journey was open to anyone who wished to join us. We ran free public art camps where we provided artist led workshops, guided walks and donkey based activities for the public to engage in."

One of the aims of the project was to create time and space for artists to research and develop new ideas for work through the activity of walking, camping and by directly engaging the Gloucestershire landscapes, other artists and the public.

The 'As I Walked Out' artists and writers, who were commissioned to participate in different parts of the journey and to lead the art workshops in schools and at the public camps, were: Lyn Wait and Louise Gilbert Scott; Sally Hampson; Barney Heywood and Lucy Heywood (Stand + Stare Collective); Ella Bryant; Jo Bousfield; John Hegley; Louisa Fairclough; Deborah Aguirre Jones and Zoe Benbow.

As a recognised Cultural Olympiad project, Sarah Blowers explains, "we wanted to encourage all involved to consider the environmental impact of travel, and to open up the possibility of using the county as a place to increase well being and fitness. This project used culture and physical activity to raise issues of environmental sustainability, health and well-being."

'As I Walked Out' was commissioned by Gloucestershire County and District Councils as part of the QUEST - *seven journeys through the landscapes of the South West* - a region-wide programme for the Cultural Olympiad.

The project was awarded the National Inspire Mark logo and created wide spread interest locally, regionally, nationally and even internationally (via the BBC Radio 4 programme, 'Ramblings'). As I Walked Out Evaluation Fairgame Theatre, c/o The Everyman, Regent Street, Cheltenham GL50 1HQ w: www.fairgametheatre.com t: 01242 695570 e: enquiries@fairgametheatre.com Registered charity number: 1099923

Facts/Figures

▣ 'As I Walked Out' travelled from the 21st June to the 15th August 2010.

▣ We walked with four donkeys (Merlin, Archie, Teddy and Chester) Jasper the dog, four adults who were responsible for the donkeys, young people, commissioned artists, volunteers and members of the public who joined us along the way.

☒ We walked for 45 days.

☒ We walked approx 350 miles.

☒ We camped out for 56 nights.

☒ **208** people joined us from all walks of life; they came to walk for an hour, a day or in some cases a few days.

We delivered one off art and donkey workshops en route at:

☒ Horsley Primary School : 100 children

☒ Avening Primary School: 100 children

☒ Home Farm Trust: 40 adults with learning difficulties

☒ Kemble School :100 children

☒ Siddington School :50 children

☒ Siddington playing field : 20 families (approx 80 people)

☒ Winchcombe Primary School : 80 children

☒ Postlip Hall : 40 adults

☒ Tredington School: 40 children

☒ Deerhurst and Apperly Primary School : 40 children.

Total of participants at non publicised workshops = 670

We ran free public camps with art workshops and guided walks at:

Westley Farm (Stroud District) = 100 participants

South Cerney (Cotswold District) = 50 participants

Postlip Hall (Cheltenham District) = 60 participants (special needs priority focus)

Nature in Art (Tewkesbury District) = 80 participants

Over Farm (Gloucester District) = 40 participants

Gloucester park (Gloucester District) = 30 participants

Millers Farm (Forest of Dean District) = 40 participants

Total = 400 participants

Total number of workshop participants and walkers = 1,278 As I

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number: 1099923

Other public engagement:

We took the four donkeys and cart to

☒ Tewkesbury Abbey

☒ Cirencester Abbey

☒ Cheltenham City Centre

☒ Gloucester City Centre and Cathedral

☒ Chedworth Roman Villa

It is impossible to accurately say how many people we engaged with at these venues, but we were extremely popular!

It is also impossible to accurately measure the wider engagement of the project.

☒ We stayed at 42 different venues over the 8 weeks.

☒ We would invite our hosts to eat with us, discuss the project and meet the donkeys and the artists.

☒ During the walk, we were stopped every day by passers-by and people coming out of their homes and businesses asking us what we were doing, taking photos, giving us food and offering us drinks.

☒ Each time we stopped for breaks, lunch and at the evening camps, the artists and team would engage with local people and passers-by, telling them about the project, giving them publicity materials and inviting them to join in.

We became a moving exhibition across the county that was openly available for anyone to experience and enjoy.

Publicity

A new dedicated website was created for the project, which where the public can still read about the artists, the workshops and a daily blog of the entire journey written by project manager,
www.asiwalkedout.com

The project, camps, walks and workshops were widely publicised via our flyers, souvenir maps, emailing lists, our special project website and perhaps most effectively via talking to people along the route.

Press and National Recognition

We set out to “deliver a bold and inspirational arts and sports based project across the six districts of our county that will attract national recognition for its breadth of vision and uniqueness in engaging the community.” We achieved this by:

☒ Securing the nationally recognised Inspire Mark logo which showed that we were part of the QUEST - *seven journeys through the landscapes of the South West* - a region-wide programme for the Cultural Olympiad.

☒ Attracting local and national press including:

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- BBC Radio 4 'Ramblings' - feature length programme
- BBC Points West
- BBC Radio Gloucestershire – various programmes
- BBC Gloucestershire Website
- A weekly column in the Stroud News and Journal
- Front Page of Stroud Life
- Plus numerous articles/features in a plethora of Gloucestershire newspapers and community magazines including The Echo, The Forrester, The Citizen and Cirencester Scene.

Public Camps

In our proposal, we said that in each of the six districts we would provide opportunities for designated walks, artist led workshops and an overnight camp.

- We were able to deliver all of the above. However, in our original proposal we aimed to have a creative writer and a visual artist in each of the six districts. A lower overall budget for year one, due to unsuccessful match funding, meant that we had to cut back on the number of writers and artists. Instead of 12 full commissions, we made 7 full and 2 half commissions.

- Although this did lead to a slightly reduced number of workshops available, workshops were still available in all six districts and at one camp there was a choice of up to three different workshops.

- This was possible due to extra funding from Aiming High and meant that the Cheltenham camp had a specific special needs focus. Please see the attached Aiming High Evaluation for further details on that particular part of the project.

- The camps, walks and workshops were widely publicised via our flyers, maps, press, emailing lists, our special project website and perhaps most effectively via talking to people along the route. Despite all our efforts, we didn't achieve the overall numbers of participants for the structured activities that we had desired and expected. We put this down to a couple of things: 1, that less artists and writers meant less workshop leaders and less choice to draw people to the camps; and 2, that although people were delighted to engage with the project when they came upon it by chance, it took a lot more to get them to actually come out and join us.

- Year one planted the idea of the 'As I Walked Out' project in the hearts and minds of the people of Gloucestershire. Advertisers say that it takes seven encounters with a product (be that real, adverts, word of mouth etc) before a consumer will part with cash for something. In the same way, it can take a while with a unique project like ours to establish itself enough to make people want to leave the comfort of their homes and televisions and come out to join us. At the end of year one, we have already sparked the

imaginings of people across the length and breadth of our county. Thousands have already interacted or joined us, but we believe that this number could grow immensely if we were able to continue this project for the proposed two further years.

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Artists

At the camps, we said that our visual artists would create impermanent environmental art installations and that the public would help in the creation of these.

- Through decision making with partner organisations, Fairgame Theatre and SVA, and the steering group, the artist brief was broadened to include fine artists who work in a range of different ways. Whilst all the artists engaged the public via their workshops, it was not expected that they should create a specific artwork with the public, as we had suggested in the original bid.

“At the end of phase one, we will exhibit work and images that have been collated by the project manager. As well as delivering community based workshops, the artists will create their own work along the way. This work will be documented and build a legacy from which the project can grow and develop.”

- SVA hosted an exhibition and evening event to mark the culmination of the project. The exhibition ran from 21st – 23rd Oct with the event during the evening on Sat 23rd Oct. This was an opportunity to hear talks from all the artists and some of the project team and to see performances of some of work created on or inspired by the walk. Below are statements from all the artists about their experiences of the project:

‘As I Walked Out’ Artists Statements

Lyn Wait and Louise Gilbert Scott

Walked from Horsley, Stroud District to Westley Farm, Chalford, Cotswold District
The walk, donkeys and region sparked different imagery for us. We each presented ideas to a pool, mixed them and fed off the new ideas. A synergy resulted because we are from different places, experiences and ways of working. Through making and humour this contributed as part of our response to objects, people and place. The scarlet jacket and our search for Fuller’s Earth were catalysts though we couldn’t say responses or results were going to be predictable. The new experience of the Super 8 camera with no playback, no signal dependency, no endless choice and a four minute limit was a conducive way to apply technology to the donkey walking experience allowing for the imaginary to evolve matching a speed of making with the speed of the day’s other activities. Fuller’s Earth at the camp was a gift and pots were made that fired high enough to ring. Both things we hadn’t anticipated. We, immersed in smoke control and measuring time, felt the pressure of short term completion offering a contrasting As I Walked Out Evaluation Fairgame Theatre, c/o The Everyman, Regent Street, Cheltenham GL50 1HQ w: www.fairgametheatre.com t: 01242 695570 e: enquiries@fairgametheatre.com Registered charity number: 1099923

experience to the preceding week’s time to talk, look in hedgerows and marrying the day to day with an imaginary sense of connection to history while leaving few traces.

Sally Hampson

Walked from Westley Farm, Chalford to South Cerney, Cotswold District

As I Walked Out..... I kept going, I am now in Paris weaving. The walk took me back to my

beginnings in textiles, a desire to have my hands in the yarn, be at a loom and make cloth. The pace of the donkeys walking, the sound of their feet, the creaking leather panniers set a rhythm and a chance to think and feel. My project proposal was to research the walk that Kitty Lake made along the same tracks in 1934, she was a friend of Laurie Lee a little heart broken that he had left, walked after him for a week in his footsteps, saying it was to look at the flora and fauna of this beautiful corner of England for the natural history museum, all very thinly disguised as research. Kitty Lake's journal is on show for the exhibition and there will be a reading on Saturday evening.

Barney Heywood and Lucy Heywood (Stand and Stare)

Walked from Redcombe, Cotswold District to Cheltenham race course

As I walked out was an extraordinary experience, a rare chance to truly stand and stare. As commissioned artists we had some set responsibilities, mainly organising and running our Leisure Endeavour Workshop at Winchcombe school and the public camp. The tasks we set participants were well received and we were delighted with the responses that people of all ages came up with. However, in terms of our own practice it was the time we spent walking, thinking and in particular the days we spent staying at the Postlip Hall community that were the most inspiring. The simple, idyllic life of walking, cooking and sleeping and our introduction to the shared living and values of Postlip Hall gave rise to thoughts and conversation about utopia, modernism, the 60s and post modernism. Since returning to the normality of electricity and other such luxuries, we have continued to think about these subjects and have recently created a new theatrical installation called The Children of Modernity. The piece takes place in the bell tent that we used for our workshop and is set in the early 1970s on a commune. We are grateful to the As I Walked Out project for the time and inspiration that has had such an impact on our work. As I Walked Out Evaluation Fairgame Theatre, c/o The Everyman, Regent Street, Cheltenham GL50 1HQ w: www.fairgametheatre.com t: 01242 695570 e: enquiries@fairgametheatre.com Registered charity number: 1099923

Ella Bryant

Walked from Cotswold Forest School, South Cerney, Cotswold District to Cheltenham Race Course

On the journey I made a series of body prints using an early photographic printing process called cyanotypes. Setting off with my roll of coated papers strapped to the cart I was able to abandon my camera and use the materials I had around me to create my portraits. With each image someone lay naked on the UV sensitive paper in the sunlight for 15-30 minutes allowing the uncovered parts of the paper to chemically react to the sun and change colour. Once fully exposed I used available water sources such as streams, outdoor taps and the water barrels attached to the cart to wash, develop and fix my images. The images produced are a collaboration between the people and the environment, each one developing it's own unpredictable characteristics. What remains is a physical imprint of the body that lay on the paper, an index or trace of the physical encounter. But the image is transported beyond this, taking on an ephemeral quality. This parallels my experience of the journey, which was more than just the people and places visited but a chance to take time out, escape normal consciousness and just be.

Jo Bousfield

Walked from Puesdown Inn, near Northleach to Postlip Hall, Cheltenham

I am a writer and theatre director. I used to camp and walk a lot but in the last six years I have tended to stay in the comfort of four walls. I felt excited packing my bag with sleeping bag, tent, notebook and camera. On the walk I had a lot of time to think.

Initially it was difficult not to feel self-indulgent and lazy because people were providing food, drink, route for me, and all I had to do was walk and think. But, putting that aside, I felt a huge liberation to simply 'be' and let the nomadic life work its magic. I took photos and jotted when I had a moment. I watched and listened. I got some of the walkers to tell me a story from their lives. I didn't know what I would use or what would become of the jottings and the photos, I trusted something would materialise. It was a fantastic opportunity to be able to be in the summer open air in my own county for five days and watch the world from a very different vantage point than usual. That, and the subsequent writing of my poems was the best thing. As I Walked Out Evaluation Fairgame Theatre, c/o The Everyman, Regent Street, Cheltenham GL50 1HQ w: www.fairgametheatre.com t: 01242 695570 e: enquiries@fairgametheatre.com Registered charity number: 1099923

Louisa Fairclough

Walked from Nature in Art, Twigworth, Tewkesbury District to Over Farm, Gloucester Often elemental, my work uses light, ground, voice and tidal water as material, taking the form of a film loop, field recording, video or a drawing. For 'As I Walked Out' I started to work on a series of photographs. I joined the walk at the time of the full moon. Each night I slept on the ground. I carried with me a medium format camera intending to document my own sleep. However each night I was joined by a growing cluster of young moon sleepers. Early each morning at the break of dawn I photographed my fellow sleepers. The photographs return to the same faces but on different nights and chronicle our collective nocturnal journey. By photographing these same faces over several nights I was attempting to trace the conditions of light and atmosphere as well as portraying the individuals asleep. On my last night at Over Farm on the edge of Gloucester almost everyone found their way out of their tents to sleep outside on the ground under the city sky.

I also carried with me two dozen cans of lager and a black-out tent (officially a tent for festival goers to crash out). For my purposes the tent became a dark room - and one by one the beer cans became pinhole cameras. Each day we made a few more pinhole cameras and everyone on the walk took a photograph. At night we set up the black-out tent and took the photographic paper from the can to develop the images. Over the weekend on the public camp, I held two workshops, each with over a dozen participants of all ages, making beer can pinhole cameras and crawling a few at a time into the black out tent to develop the images.

With thanks to Ian Sadler at Five Valleys Photography for mentoring my project from pinhole to print.

Deborah Aguirre Jones

Walked from Soudley to Millers Farm, Blakeney, Forest of Dean

Joining As I Walked Out in its seventh week felt like I'd run away with the raggle taggle gypsies-oh. Over the course of two weeks, however, I came to see it as a carefully constructed and thoughtfully managed enterprise; a delicately held project of social relationships and interaction.

The group's initial appearance of chaos and mayhem was peppered with perfectly pitched conviviality and the opportunity to have conversations which stretched across weeks. After some days of walking, the donkeys' steady pace As I Walked Out Evaluation Fairgame Theatre, c/o The Everyman, Regent Street, Cheltenham GL50 1HQ w: www.fairgametheatre.com t: 01242 695570 e: enquiries@fairgametheatre.com Registered charity number: 1099923

brought a change in me. There was a necessity to be both calm and responsively in the moment; losing focus on plans and concrete lines of thought, my attention became at once diffuse and alert. This, combined with the landscape we were walking through, was

luxuriously sensuous. My anticipated role and position was necessarily undone, reinvented, dreamt up anew. At each stage, this was accepted with curiosity, non-judgement and unquestioning support. Our group was fluid, constantly changing. Considered, gentle negotiations at the entry and exit points were undertaken without possessiveness or fear. Donkey walkers encountered the wider world's curiosity with openhearted conviviality. Sleeping in public and living in full view should have felt exposed and brutalising but didn't. Instead, I found the disarming intimacy of life on the road with newfound companions was warm and entertaining. I felt at home.

Zoe Benbow

Walked from Oaklands Park, Newnham to Millers Farm, Blakeney, Forest of Dean I loved the simplicity of intention in this project. A journey made for its own sake - defining itself in its making - it created an extraordinary space for a reflection on our community and its engagement with landscape. I was amazed by the ability of the main protagonists to carry the ever-changing group in its common purpose to walk the six districts of Gloucestershire with donkeys. Legend and myth is attached to the solitary path of the artist. It was a privilege to be invited into this walking community and for me the walk became a meditation on what it means to be an artist and the role we play. Stepping outside our 'normal' lives we weaved in and out of the public consciousness encountering folk on their doorsteps and picnicking in the forest. This parallel other life we were leading enabled a vastness in outlook that conversely heightened a sense of detail in the landscape. I made drawings in the forest and feel inspired to explore again the established woodlands around Windsor and Burnham I knew as a child. These drawings I will use to inform and develop new paintings. As I Walked Out Evaluation Fairgame Theatre, c/o The Everyman, Regent Street, Cheltenham GL50 1HQ w: www.fairgametheatre.com t: 01242 695570 e: enquiries@fairgametheatre.com Registered charity number: 1099923

Conclusions and the Future

"This is a three year project with distinct phases in it; the project will leave a lasting legacy and grow in momentum towards 2012."

☒ In terms of year one, our project has received national recognition and, through our press, publicity and physical presence throughout the county, we have planted the idea of our project in the minds of thousands of people across Gloucestershire and beyond.

☒ Our commissioned artists have all benefitted from clear development in their work as a result of their involvement in 'As I Walked Out'.

☒ The impact on people's lives who have been involved in the project has in a few cases been life changing. For two examples of what I mean, please listen to the R4 'Ramblings' programme to hear Scott's story and read the Aiming High evaluation for Aaron's story.

☒ Public engagement occurred constantly throughout the entire eight week journey, but due to the moving nature of the project, that engagement is hard to quantify. The facts and figures we have compiled here are largely related to the public camps and workshops, which don't give an accurate overall picture of the impact this project has made across the county and beyond.

☒ We would have liked to have had higher numbers at the camps and workshops. If we were to do this project again, we would look at ways to engage the public in arts activities in a more spontaneous manner. In the artists brief, we would invite our artists

to come up with ways to engage the public in arts based activities whilst in public places or even on the move, as well as at designated camps and workshops.

☒ In terms of year two, we have made non-council funding applications for stage two of the “slow triathlon”, which have so far been unsuccessful. Our proposals to deliver a mobile cycling workshop across Gloucestershire next summer that would provide bicycle repairs, cycling demonstrations and performances and encourage the public to join us for a range of cycle rides and activities, have so far been unsuccessful. We put this down to the current economic climate.

☒ We are now considering a sound and music based project for year two based on song lines and we are currently researching funding possibilities

We want to deliver something in year two in order to keep the project in the minds of public, but our main focus is to create an exciting project for Gloucestershire’s contribution to the Cultural Olympiad. For this, we would like to trek from Gloucestershire with artists and the public to Weymouth/Portsmouth for the water Olympics.