**Kick On Service Level Agreement**

Lincolnshire County Football Association

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| **Organisation:** |  |
| **Funding Body:** | **Lincolnshire Football Association** |
| **Effective Date:** |  |
|  |  |  |  |
| **Version** | **Date** | **Description** | **Author** |
| **1** |  | **Service Level Agreement** |  |
|  |  |  |  |
| **Project Name** | **Funding Award** | **Target/Outcome** |
| **LFA Kick On** | **£200** | **To generate or develop recreational football activity in Lincolnshire.**  |
|  |  |  |  |
| **Total Project Funding Available:** | **£200 [Cash or Nike.net Voucher].** |
| **Conditions of Funding:** | **£100 payment to be claimed by the customer once Kick On application has been approved. Second £100 payment to be made once 2 registers, detailing at least 10 sessions, have been completed & submitted. Second payment will not be made unless the criteria stated above has been met within the dates the SLA is effective. Payments only to be made once a completed invoice template has been submitted by the customer to the Lincolnshire Football Association.**  |
|  |  |
| **Approvers** | **Role** | **Signed** | **Approval Date** |
| Lincolnshire FA | Service Provider |  |  |
|  | Customer  |  |  |

# Agreement Overview

This Service Level Agreement (SLA or agreement) sets out the terms and conditions for the implementation and delivery of a Kick on Session by ‘Enter Provider Name’in partnership with *Lincolnshire County Football Association* for the provision of delivering a Lincolnshire FA Kick On session.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

1. **Goals and Objectives**

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent provision between the Service Provider(s) and Customer(s).

The **goal** of this Agreement is to obtain mutual agreement for the delivery of Kick On provision between the Customer and Commissioning Partner.

The **objectives** of this Agreement are to:

* + Provide clear reference to service ownership, accountability, roles and/or responsibilities
	+ Present a clear, concise and measurable description of service provision to the customer
	+ Match service perceptions of expected service provision with actual service support and delivery
1. **Stakeholders**

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the primary stakeholders with this SLA:

Service Provider: Lincolnshire County FA

Customer: ‘Insert Provider Name’

# Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until ‘Insert Date’

The **Business Relationship Manager** ("Document Owner") is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

1. **Service Agreement**

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

**5.1 Customer Requirements**

 **Customer** responsibilities and/or requirements in support of this Agreement include:

* Ensure that the Kick On Organiser outlined to deliver the session is fully qualified and up to date with relevant qualifications as per the Kick On guidance document.
* For all providers we would request the safeguarding for all course to be completed within the first 10 weeks of delivery (unless that course or the safeguarding children course has already been completed)
* Delivers the service in accordance with the minimum operating standards of staffing ratio: participants if delivering youth activity or working with vulnerable adults.
* Ensure that participants are charged [must not exceed £4 per participant per session] to support facility hire and long-term sustainability.
* Ensure that the club have completed a Health & Safety Risk Assessment.
* Must submit invoice template to Lincolnshire FA in order to claim funding as agreed.
* Must Complete a minimum of 10 weeks delivery.
* Record all participant information via the LFA Kick on Register and submit to Luke Craggs every six weeks - Luke.Craggs@lincolnshirefa.com.

**5.2 Service Provider Requirements**

 **Service Provider** responsibilities and/or requirements in support of this Agreement include:

* Ensure that the Kick On organiser outlined is fully qualified and up to date with relevant qualifications as per the guidance document.
* Support identified coaches with any additional training which may be required for the customer to fulfill the required responsibilities.
* Ensure that the customer’s service is in accordance with the minimum operating standards of staffing ratios when working with children & young people or vulnerable adults.
* Provide two installments of payment on agreed date of invoice on the basis the provider has submitted a fully completed and sign invoice.
* To promote and advertise the Kick On session to generate interest and increased participation.
* Conduct at least 1x telephone call with lead contact to quality assure the session.
* Conduct at least 1x face to face visit at Kick On session.
1. **Safeguarding Children & Vulnerable Adults**

**This section is only relevant if you have U18s or vulnerable adults involved at sessions.**

You will be responsible for having a safeguarding policy in place and making sure it is fit for purpose. If you so wish you can opt to follow The FA’s safeguarding policy. A copy of your safeguarding policy must be sent to Ben.Pearce@lincolnshirefa.com. For current clubs you are able to amend your current policy to include the Kick On Session/s but for new providers you will need to create a new

one.

It is our expectation that all our volunteers will at all times act in the best interests of children and young people under the age of 18 and vulnerable adults in accordance with your safeguarding policy or The FA’s Safeguarding Children Policy and Procedures. The welfare of children, young people & vulnerable adults must always be paramount. You must at all times:

* Act in the best interest of children, young people and vulnerable adults be guided by the principle that the welfare of the child, young person or vulnerable adults is paramount in all decisions and actions taken;
* Undertake any safeguarding education or training
* Read and comply with The Safeguarding Policy and our safeguarding procedures;
* Obtain and maintain an in date DBS check (less than three years since the date of issue) if working in regulated activity;
* Act in an appropriate way at all times when in contact with children and young people, whether face to face, via social media, phone or other electronic communications;
* Recognise the importance of confidentiality when working with children, young people, their families and their data;
* Promptly report any concerns about safeguarding or the protection of children, young people or vulnerable adults in football to Lincolnshire County FA Designated Safeguarding Officer Ben Pearce, Ben.Pearce@lincolnshirefa.com or (0844 967 07 08).
* If you believe a child, young person or vulnerable adult is at immediate risk or harm then contact the police or children’s services. For advice then contact NSPCC helpline on 0808 800 5000
* Be familiar with and use The FA’s Whistleblowing policy if you suspect or believe that we have not properly addressed any safeguarding concerns;
* Accept that, by taking this role, The FA may deem you to be in a relationship of trust with under 18 participants that you are in contact with through your role. You should be aware of and understand the responsibility that this entails, by undertaking the relevant safeguarding education;
* Act with integrity at all times; and seek advice from the Designated Safeguarding Officer or the Deputy Safeguarding Officer if you are unsure about any of the above or if you are unsure how to act in any given situation.
* For any sessions that involve children of 5 and under you must adopt the enhanced safeguarding requirements.
* We would recommend all sessions are delivered within the correct coach to player ratios;



* Consideration surrounding targeted age groups regarding suitability of mixed participation – seek advice from Ben.pearce@lincolnshirefa.com
1. **Liability and indemnity**

7.1 Lincolnshire CFA shall under no circumstances be liable to the Customer (whether for negligence, breach of contract, misrepresentation or otherwise) for any loss arising out of the actions of the Customer through the provision of services.

7.2 Not withstanding anything else contained in this Agreement, Lincolnshire CFA shall under no circumstances be liable to the Customer (whether for negligence, breach of contract, misrepresentation or otherwise) for loss of profits, goodwill, business opportunity or anticipated savings or for indirect or consequential loss whether in any such case howsoever arising.

7.3 Lincolnshire CFA has public liability insurance in place.

7.4 Nothing in this Agreement shall exclude or restrict either party's liability for fraud or fraudulent misrepresentation, or for death or personal injury resulting from negligence or for any other liability which cannot be limited or excluded by law.

7.5 The Customer shall fully and effectively indemnify and hold harmless, and keep indemnified and held harmless, Lincolnshire CFA and its affiliates, and their respective officers, directors, employees, agents, representatives and sub-contractors, on demand, from and against any and all losses, damages, judgments, liabilities, penalties, claims, suits, expenses (including without limitation legal expenses) and costs resulting from, arising out of, related to or in connection with (i) the Customer’s delivery of the sessions (or any sub-contractor’s delivery of the sessions); or (ii) any breach by the Customer of any of the provisions of this Agreement.

1. **Data Protection**

8.1 The data provided by the Customer to the Service Provider may be used by The CFA to perform its obligations pursuant to this Agreement, for administration, recording and monitoring purposes, for marketing purposes and for any other purposes that The County FA considers reasonable.

8.2 The Customer warrants that it will duly observe all its obligations under the Data Protection Act 1998, Directive 95/46/EC of the European Parliament and any legislation and/or regulations implementing them or made in pursuance of them which arise in connection with the performance of this Agreement.