

ANNUAL PARTNERSHIP FUNDING AGREEMENT

Between

DERBY CITY COUNCIL
Regeneration and Community Department
Roman House
Friar Gate
DERBY
DE1 1XB

and

DERBY PLAYHOUSE
Theatre Walk
Eagle Centre
DERBY
DE1 2NF

27 March 2007

2007 – 2008

PARTNERSHIP FUNDING AGREEMENT

This is an agreement between **Derby Playhouse Ltd** (the Company) and Derby City Council (DCC). This agreement covers the financial year: **1 April 2007 to 31 March 2008**.

This agreement sets out the service and level of activity to be provided by the Company in return for a specified level of funding. It also details the conditions and requirements attached to DCC funding.

1. OUR SHARED AIMS

The Company and DCC are jointly committed to growing Derby Playhouse into one of the country's leading creative engines; generating theatre of the highest artistic quality for the people of Derby and Derbyshire; and creating a distinctive 21st century produced and participatory programme within the framework created by the Recovery Plan agreed by both parties and the Arts Council England in 2006 and subsequent amendments agreed by all three parties.

We recognise that 2007-8 is the second year of the three-year Recovery Plan. Within the year we envisage over 280 main stage professional performances of seven productions throughout the year. The artistic work will be made in Derby, by a team of resident artistic individuals working alongside visiting artistic personnel. Alongside this work will run an extensive Learning Programme, which will include a youth theatre, community theatre and kids club, workshops for all ages, an extensive access programme, the Hot Tickets programme for social inclusion and a Studio programme for the development of local talent.

We recognise and value the extensive contribution this should make to DCC's objectives:

- A city for all ages
- Making us proud of our neighbourhoods
- Creating a 21st century city centre
- Leading Derby towards a better environment
- Supporting everyone in learning and achieving
- Helping us all to be healthy and active
- Giving you excellent services and value for money

2. LEAD CONTACTS

- 2.1 The Council will nominate an Officer to act as Lead Officer in implementing this Agreement, and supply telephone and email contact details

Routine communications should be through:

Antoinette Burchill Support and Development Officer, Arts and Events
Telephone: 01332 715516
Email: Antoinette.Burchill@derby.gov.uk

Derby City Council, Regeneration and Community Department, Roman House,
Friar Gate, Derby DE1 1XB.

Minicom users can contact 01332 716666.

DCC will inform the Company of any changes to its Lead Officer or contacts

- 2.2 Playhouse Lead Officer to be confirmed

Tel 01332 363271

Derby Playhouse, Theatre Walk, Eagle Centre, DERBY DE1 2NF

- 2.3 The Council and the Company reserve the right to put forward a substitute Lead Officer to undertake any of the obligations contained in this Agreement.

3 STATUS OF THE COMPANY AND MANAGEMENT STRUCTURE

- 3.1 Derby Playhouse Limited is formally registered by Companies House as a Company Limited by Guarantee (No 4980868) and is registered as a Charity with the Charity Commission Register (No 1102056).
- 3.2 The principal activity of the Company is the presentation of theatre and allied arts. The Company has one 'wholly-owned' subsidiary, Derby Playhouse (Enterprises) Limited, which operates bar and catering activities.
- 3.3 Under the current Articles of Association, the Board of Directors may have a maximum of 12 members and none of the paid senior Executives is a Director or Trustee. Representatives of the Arts Council of England (East Midlands) and DCC are invited to meetings of the Board as observers. DCC is entitled to nominate two Board members. The DCC nominees will thereby become Trustees of the Board of the Company.

4. FUNDING DETAILS

- 4.1 Funding to be provided: **£395,275.**
- 4.2 Duration of funding: **1 year from 1 April 2007 to 31 March 2008**
- 4.3 No payment will be made until this Agreement is signed by both parties.
- 4.4 Payment of grant: four payments will be made in advance. **April 2007 - £118,583; July 2007 - £118,582; October 2007 - £79,055, January 2008 - £79,055.**
- 4.5 Subject to 5.2 below, DCC will ensure that each quarterly payment is received by the Company no later than the second week of the respective quarter, (**April, July, October and January**).

5 CONDITIONS AND REQUIREMENTS

- 5.1 The funding provided by DCC is subject to the further conditions and requirements

set out in Annex 1.

- 5.2 If any of the conditions specified in this agreement are not fulfilled, DCC is entitled to withhold any or all of the grant and/or may require all or part of the grant to be repaid. Thirty calendar days notice will be given before such action, to allow the Company to apply appropriate remedies.

6 THE SERVICE

- 6.1 The grant detailed above has been awarded as a contribution towards the Company's running costs. Where both parties agree, some or all of the funding may be provided by DCC in the form of goods and/or services of an equivalent value.

- 6.2 The Company is expected to provide the following services:

- producing and presenting a year-round programme of theatre events
- delivering outreach programmes in community settings for people of all ages and backgrounds
- delivering education and community activities that are linked to the main theatre programme
- providing volunteering opportunities
- developing and maintaining a supportive relationship with Derby's amateur theatre community
- adopting best practice in the context of diversity and equalities
- developing local talent
- providing a youth theatre, community theatre and kids club.
- safeguarding DCC's property in the Theatre

- 6.3 The Company may provide comparable services to those detailed in 6.2 to other organisations using funds from other sources.

7. RESPONSIBILITIES

7.1 RESPONSIBILITIES OF THE COMPANY

- to work within the Company's aims and objectives
- to meet all of the conditions and requirements in Annex 1
- to provide the detailed information specified in Annex 1 on the timetable indicated
- to ensure DCC is consulted about any proposed changes in the Company's policy
- to credit DCC with having given funding on all its literature, letterheads, posters and a suitable location in the building.

7.2 RESPONSIBILITIES OF DCC

- to pay the grant in accordance with the terms of the agreement
- to ensure the Company is informed of and/or consulted about any new policies, reviews, etc. that are relevant to the Company 's work
- to ensure the Lead Officer is available to provide advice and support
- to ensure, when necessary and if possible, that maximum advance notification is given with regard to variation in funding amount.

8. REVIEW PROCESS

- 8.1 An assessment will be carried out as the centrepiece of the annual review process.
- 8.2 The self-assessment phase will be required to be completed by 1 November 2007.
- 8.3 The Company will be invited to complete their own self-assessment against DCC's performance matrix in preparation for the annual review meeting where the self-assessment scores will be discussed and analysed with DCC's Lead Officer. These proposed scores will then be discussed and moderated in a meeting of all DCC's RFO Lead Officers during which all proposed scores will be scrutinised and finalised.
- 8.4 The annual review meeting will evaluate the Company's achievements and challenges within the areas of:
- artistic content/programme
 - artist/art-form/audience development
 - cultural diversity/equalities
 - Derby's profile as a centre of excellence
 - education/participation
 - local economy (incl. leverage)
 - partnership working/arts infrastructure
- 8.5 The annual review meeting will be summarised in a written report prepared by the DCC Lead Officer by 31 December. The Company will have an opportunity to see and comment upon the report before it is finalised, and, if dissatisfied with the final report, will be invited to write a separate report which will be added to that of DCC.
- 8.6 The annual review will take place in conjunction with Arts Council England - East Midlands, if all three parties agree.
- 8.7 In addition to this annual review, further reviews may be requested by either the Company or by DCC at any time during the period covered by the agreement.
- 8.8 Performance figures for **2005/06**:

<i>How many people were involved or benefited?</i>				
	People taking part	Audience members	Artists	Full time equivalent employees
<i>Total no. of people for year</i>	8,076	88,267	159	67

- 8.9 Performance matrix for **2006/07**:

Name of RFO/arts event: Derby Playhouse	Date: 12/02/07 Lead Officer: Pete Meakin
Area of impact	Assessment (percentage weighting)
Artistic content/programme	37/45
Artist/art-form/audience development	11/15
Cultural diversity/equalities	3/8
Derby's profile as a centre of excellence	7/8
Education/participation	3/8
Local economy (incl. leverage)	4.5/8
Partnership working/arts infrastructure	2/8
Total:	67.5/100

9 DISPUTE PROCEDURE

- 9.1 Any complaints or disputes arising in connection with this agreement will normally be resolved through joint discussions between the Company and DCC officers.
- 9.2 If any serious disputes arise relating to this agreement that cannot be resolved by mutual agreement the following procedures should be followed:

the party, (either DCC or the Company) wishing to make a complaint should provide the other with:

- written details of the complaint
- written details of the action requested to resolve it and a reasonable time-scale in which to do this.

If the need arises the Company and DCC may agree upon an independent and mutually-acceptable arbitrator to help resolve the dispute.

If the cause of the complaint is not resolved or significant steps taken towards resolving the complaint within a reasonable time-scale, the termination procedures outlined below may be initiated by either party.

10. TERMINATION OF AGREEMENT

- 10.1 The agreement can be terminated by either the Company or DCC. Subject to 10.3 below, both parties are required to give at least three months notice of the termination.
- 10.2 If the reason for terminating the agreement relates to a dispute that has arisen between the Company and DCC, the dispute procedure outlined above must have been implemented before notice of termination is given. If the reason for terminating the agreement does not relate to a dispute then that procedure need not be followed.
- 10.3 The agreement may be terminated or suspended immediately by DCC in the event of:

- the closure, bankruptcy or liquidation of the Company
- the Company receives advice that it would be unwise to continue trading on grounds of insolvency'
- gross mismanagement or gross misconduct
- criminal or corrupt practices
- the Company ceasing to provide the services specified in this agreement.

10.4 If the agreement is terminated and the Company ceases to provide the type of service detailed in this agreement, DCC may require any equipment, furniture or other assets bought by the Company using DCC funding to be returned to DCC.

11. FREEDOM OF INFORMATION

11.1 DCC is a public body for the purposes of the Freedom of Information Act 2000 and information relating to this agreement and the grant funding may be disclosed by it in accordance with the provisions of that Act or DCC's statutory Publication Scheme.

We the undersigned agree that this document sets out the service to be provided by the Company, the funding to be provided by DCC and the arrangements for monitoring and reviewing the service. We accept the requirements and conditions set out in this agreement and Annex 1 of this agreement and agree that funding from DCC is subject to these conditions being met.

On behalf of Derby Playhouse Ltd:

On behalf of Derby City Council:

Signature:

Signature:

Name:

Name:

Position:

Position:

Date:

Date:

CONDITIONS AND REQUIREMENTS

1. LEGAL STATUS

Derby Playhouse (the Company) will provide Derby City Council (DCC) with a copy of their formal adopted Memorandum and Articles of Association. DCC must be informed of any amendments to these.

2 MANAGEMENT

- 2.1 The Company shall maintain at all times arrangements for the proper management and running of the Company in accordance with its Memorandum and Articles of Association and any statutory and regulatory provisions applicable to its status as a company and charity.
- 2.2 A list of Board members must be supplied to DCC, who should also be notified of any amendments to the Executive Officers. Details of Board members may be made publicly available by DCC.
- 2.3 The Board must meet regularly and ensure that these meetings are adequately publicised. The DCC Lead Officer must be notified of and may attend Board meetings if DCC consider it appropriate. The DCC Lead Officer must be sent copies of all Board papers as and when they are distributed to Board members.
- 2.4 Copies of Board minutes must be made available to the DCC Lead Officer, when they are distributed to Board members.
- 2.5 The DCC Lead Officer must be given reasonable notice of the Company's Annual General Meeting each year and may attend.
- 2.6 The Company shall maintain proper procedures for Board members to declare an interest in a matter under consideration and for that member to be excluded from discussion and voting on any such matter.
- 2.7 DCC may nominate two persons as Board Members. If Board membership reaches 15, the Council may nominate a third Trustee. The DCC nominees will thereby become Trustees of the Board of the Company. DCC nominees will be under the same duty to act in the best interests of the Company and to adhere to Company requirements concerning confidentiality as other Board members. DCC nominees are expected to act in accordance with the Company's Media Protocol.
- 2.8 The Company must ensure that at all times, more than 80% of its Trustees are not persons associated with any local authority for the purpose of Part V of the Local Government and Housing Act 1989.
- 2.9 The Company must take all necessary steps to prevent the Company from becoming a controlled company or influenced company for the purposes of Part V of the Local Government and Housing Act 1989.

3 FINANCIAL MANAGEMENT

- 3.1 This must be according to the Charities' Commission's standards.
- 3.2 The grant must be expended in accordance with and for the purposes detailed in this Partnership Funding Agreement. Any changes to the service provided must be agreed by DCC before they are implemented.
- 3.3 The Company shall maintain proper records and accounts in accordance with good accounting practice and any statutory and regulatory requirements including those relevant to its status as a company subject to the Companies Act and a charity regulated by the Charities Commission.
- 3.4 The Company shall keep effective records for maintaining the nature, level and quality of its services and allow DCC to inspect them upon reasonable notice.
- 3.5 The Company shall consult with DCC before making any material change to the format of financial reports to the Board.
- 3.6 The Company must inform DCC promptly of any material change to financial information already supplied, or of any change to the Company's financial position.
- 3.7 The Company may raise funds from other sources in addition to those covered by this agreement in order to cover costs not met by this agreement or for other work. The Company must, however, provide details of these other funds and a statement that all funding has been declared.
- 3.8 Funding received from DCC must not be used for any unlawful purpose or to promote or support any unlawful activity or which would bring DCC into disrepute. Funding received from DCC must not be used to support any activities which promote specific party political or religious points of view.
- 3.7 The Company must submit its grant application for 2008/9 by 11 January 2008.

4 RECRUITMENT AND EMPLOYMENT

- 4.1 The Company must have and comply with written policies on personnel matters for paid staff, volunteers, and trustees. These must include appropriate procedures for recruitment, disciplinary and grievance issues, training and development, and equal opportunities. All policies and procedures must comply with current employment legislation.
- 4.2 The Company must have written terms and conditions of employment, which must include contracts of employment.
- 4.3 Job descriptions, person specifications and job adverts for the three most senior executive posts must be drafted in consultation with DCC.
- 4.4 The Company must consult with DCC on any proposed change in its senior management or Board structure.
- 4.5 The DCC Lead Officer, or his nominated substitute, must be informed of arrangements for short-listing and interviewing for the three most senior executive

posts and has the right to attend interviews for those executive positions as an observer.

5 EQUALITIES AND DIVERSITY

5.1 The Company must make sure that good equalities and diversity practice is followed towards all sections of the community in relation to:

- service delivery
- recruitment and selection of staff
- Board recruitment
- volunteers
- diversity among employees
- diversity among cast/creative members
- diversity among trustees
- diversity within programming
- diversity within its youth, community and participatory provision.

5.2 A copy of the Company's equal opportunities policy must be supplied to DCC.

5.3 The Council may suspend payment of grant if there is a formal complaint to the Charities Commission or any other regulatory body of unlawful or discriminatory practices by the Company

6 GREEN CHARTER

6.1 The Company is expected to develop the business having due regard to the principles of DCC's strategy for sustainable development.

7 HEALTH & SAFETY

7.1 For the avoidance of doubt the Company is responsible for the health and safety of its staff, customers and the general public arising from its grant aided activities. DCC retains the landlord's responsibilities for Health and Safety.

8 INSURANCE

8.1 The Company must maintain sufficient insurance in respect of its employees, Trustees, audiences, customers, participants and other members of the public, to include fire, theft and damage to the premises and all other property used in providing the service, and directors', public and employer liability, injury and death.

9 MONITORING ARRANGEMENTS

9.1 Quarterly Monitoring

Quarterly monitoring forms, as attached must be completed and returned within 1 month of the end of quarters 1, 2 and 3. That is by the end of July, October and January.

9.2 Annual information requirements

An end-of-the-year monitoring form and case study form, as attached, must also be completed and returned to DCC within 1 month of year end; that is, by end of April.

10 ACTION PLANS FOR 2007-8

The Company will:

- 10.1 have completed consultation with Derby's amateur theatre community by the end of May 2007.
- 10.2 publish an Action Plan for the Support of Derby's Amateur Theatre Community 2007-8 by 30 June 2007. This plan is expected to improve on the amateur community's access to the Playhouse in 2006/7.
- 10.3 publish an Equalities and Diversity Action Plan by the end of April 2007. The expectation is that the document requested by Arts Council England will serve this purpose, subject to approval by DCC.
- 10.4 publish a Development Plan for Board Composition by the end of June 2007
- 10.5 publish a Plan for Participation and Learning by the end of July 2007 (to include the use of the Studio, Community Theatre, Youth Theatre, Kids' Club, volunteering, community outreach and education).
- 10.6 consult with the Lead Officer at key points in the drafting of all these Action Plans so that help and guidance can be supplied with a view to maximising impact and obviating any abortive work.

11 FULFILMENT OF ACTION PLANS FOR 2007/8

- 11.1 Each of the four Action Plans detailed in section 10 will be reviewed to decide whether they are an acceptable response to the topic. If not, they will be returned to the Company with recommendations for improvement. If the resulting revised Plan is not satisfactory DCC may invoke section 5.2 of the main Agreement. The maximum amount of holdback or clawback in respect of the Plan at 10.2 will be £45,000. The maximum in respect of the Plan at 10.3 will be £16,300
- 11.2 DCC will expect the Playhouse Board to track progress against the four Action Plans and share this information with DCC. If progress is not satisfactory DCC may invoke section 5.2 of the main Agreement. The maximum amount of holdback or clawback in respect of the plan at 10.2 will be £45,000. The maximum in respect of the Plan at 10.3 will be £16,300.

MAKING THE CASE FOR THE ARTS

Organisations in Receipt of Derby City Council Funding

Quarterly Monitoring Sheet

For the first three quarters of the year; the fourth quarter is covered by the End of Year Sheet.

Deadlines for Return:

Quarter 1 (April - June)

July 31

Quarter 2 (July - Sept)

Oct 31

Quarter 3 (Oct - Dec)

Jan 31

Please Note: Forms must be completed and returned within 1 month of the end of quarter, by the date indicated above.

1. About You:

Name of Organisation:

Name of person completing form:

Position held:

Contact telephone no:

Contact email:

2. Who was involved?

In this section:

- 'Professional Artists' means paid performers, writers and so on.
- 'Taking Part' means doing an activity, e.g. taking part in workshops, training and rehearsals.
- 'Audience' includes people going to an exhibition or performance and people getting access to printed, recorded or broadcast work, or work on the internet.

<i>How many people were involved or benefited?</i>			
	People taking part	Audience members	Professional artists
Total no. of people	<input style="width: 50px;" type="text"/>	<input style="width: 50px;" type="text"/>	<input style="width: 50px;" type="text"/>

3. What happened as a result of your activity?

In this section:

- A session: divide the day into 3 sessions – morning, afternoon and evening. A session is any one of, or part of one of, these.
- An exhibition day – any part of a 24 hour period.

<i>Results of your activity</i>	
No. of performances	<input style="width: 50px;" type="text"/>
No. of exhibition days	<input style="width: 50px;" type="text"/>
No. of sessions for education, training or taking part	<input style="width: 50px;" type="text"/>

Please return this to:

Antoinette Burchill, Arts and Events Team, Derby City Council,
Roman House, Friar Gate, Derby DE1 1XB
Email: ArtsandEvents@Derby.gov.uk

MAKING THE CASE FOR THE ARTS Organisations in Receipt of Derby City Council Funding End of Year Sheet

For Financial Year Date completed

Please Note: Deadline for return: 30 April

1. About You:

Name of Organisation:
 Name of person completing form:
 Position held:
 Contact telephone no:
 Contact email:

2. Who was involved?

In this section:

- 'Professional Artists' means **paid** performers, writers and so on.
- 'Taking Part' means doing an activity, e.g. taking part in workshops, training and rehearsals.
- 'Audience' includes people going to an exhibition or performance and people getting access to printed, recorded or broadcast work, or work on the internet.

<i>How many people were involved or benefited?</i>			
	People taking part	Audience members	Professional Artists
Total no. of people for the year	<input type="text"/>	<input type="text"/>	<input type="text"/>

3. What happened as a result of your activity?

In this section:

- An exhibition day – any part of a 24 hour period.
- A session – divide the day into 3 sessions – morning, afternoon and evening. A session is any one of, or part of one of, these.
- New Products and Commissions – which have been created as a result of funding and will be presented at some future date.

<i>Results of your activity</i>	Total for Year
No. of performances	<input type="text"/>
No. of exhibition days	<input type="text"/>
No. of sessions for education, training or taking part	<input type="text"/>
No. of new products or commissions	<input type="text"/>
Period of employment for artists in days	<input type="text"/>
Full-time-equivalent employees	<input type="text"/>

4. How was your activity funded?

Local Authority Funding	<input type="text"/>
Earned Income	<input type="text"/>
Arts Council Funding	<input type="text"/>

Other Public Funding			
Private Income			
Other			
Total Income for Year £			

5. *Expenditure for this activity*

Artistic (excluding new commissions)			
New Commissions			
Operational			
Capital			
Other			
Total Expenditure for Year £			

Please return this to:
 Antoinette Burchill, Arts and Events Team, Derby City Council
 Roman House, Friar Gate, Derby DE1 1XB

Email: ArtsandEvents@Derby.gov.uk

MAKING THE CASE FOR THE ARTS

Case Studies and Examples of Good Practice

1. *About You*

Name of lead organisation: [REDACTED]
 Name of project co-coordinator/lead artist: [REDACTED]
 Contact email: [REDACTED]
 Name of activity: [REDACTED]

2. **About the Activity**

When did the activity take place? [REDACTED]
 Where did the activity take place? [REDACTED]

Short Description:
 [REDACTED]

Aims and Objectives of activity:
 [REDACTED]

3. *Who was involved?*

Names of partners involved:
 [REDACTED]

In this section:

- 'Professional Artists' means **paid** performers, writers and so on.
- 'Taking Part' means doing activity, e.g. taking part in workshops, training and rehearsals
- 'Audience' includes people going to an exhibition or performance and people getting access to printed, recorded or broadcast work, or work on the internet.

<i>How many people were involved or benefited?</i>				
	People taking part	Audience members	Professional Artists	Full time equivalent employees
Total no of people	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

4. *What happened as a result of your activity?*

In this section:

- An exhibition day – any part of a 24 hour period.
- A session: divide the day into 3 sessions – morning, afternoon and evening. A session is any one of, or part of one of, these.
- New Products and Commissions – which have been created as a result of funding and will be presented at some future date.

<i>Results of your activity</i>	Total for Year
No. of performances	[REDACTED]
No. of exhibition days	[REDACTED]
No. of sessions for education, training or taking part	[REDACTED]
No. of new products or commissions	[REDACTED]
Period of employment for artists in days	[REDACTED]

Please tell us about any other outcomes of your activity, e.g. positive feedback from participants, partners or funders, follow-on work etc

5. *How was the activity funded?*

Total cost of activity: £

Local Authority Funding	<input type="text"/>	<input type="text"/>	<input type="text"/>
Earned Income	<input type="text"/>	<input type="text"/>	<input type="text"/>
Arts Council Funding	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other Public Funding	<input type="text"/>	<input type="text"/>	<input type="text"/>
Private Income	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total Income £			<input type="text"/>

6. *Supporting Information*

It is important that we have lots of visual and supporting information so please send us as much of the following as you can. If at all possible send it ELECTRONICALLY so we can store and use it more effectively. If not, please mark on it if it needs returning.

- Photographs
- Publicity & Marketing Material
- Press Cuttings
- Reports
- Quotes from Participants, Partners or Funders
- Other

Please return this to:

Antoinette Burchill, Arts and Events Team, Derby City Council
Roman House, Friar Gate, Derby DE1 1XB
Email: ArtsandEvents@Derby.gov.uk