

**CONTRACT AND SERVICE LEVEL AGREEMENT
BETWEEN
GO TO PLACES
AND
DACORUM BOROUGH COUNCIL**

1. Go To Places undertakes to support Dacorum Borough Council by managing Dacorum's tourism activity, identified in the Service Level Agreement attached at Annex A.
2. Dacorum Borough Council undertakes to provide £26,000 plus VAT to Go To Places for the provision of the tourism service for a period of 3 years with annual reviews.
3. Dacorum Borough Council agrees to pay this sum to Go To Places each year from 1st April 2017 – 31st March 2020. This will be reviewed on an annual basis to consider any cost of living increase (Price Index to be agreed).
4. The Service Level Agreement is subject to continued funding from Dacorum Borough Council.
5. Go To Places agrees to:
 - a) hold and maintain any necessary insurance in relation to the management of the Tourism Officer post, including but not limited to:
 - public liability insurance with the limit agreed between the parties: £5m;
 - professional indemnity insurance with the limit agreed between the parties: £2m;
 - employers' liability insurance with the limit agreed between the parties: £10m; and
 - any other insurance required by law or regarded as sound commercial practice.

Go To Places will be responsible for payments of all premiums and deductibles in respect of such insurances and provide evidence of such insurances and the payment of premiums upon reasonable request by Dacorum Borough Council.

Bribery and corruption

6. Go To Places warrants that it has at all times behaved in a manner which is ethical, free of bribery, corruption or anti-competitive behaviour and has not committed any act or omission which causes or could cause it or Dacorum Borough Council to breach, or commit an offence under, any laws from time to time relating to anti-bribery and/or anti-corruption and/or anti competition (including without limitation the Bribery Act 2010) (Corruption Laws).
7. Go To Places shall, and shall procure that its officers, employees, agents, sub-contractors and any other persons who perform services for or on behalf of it in connection with this Agreement shall:
 - i. not commit any act or omission which causes or could cause it or Dacorum Borough Council to breach, or commit an offence under the Corruption Laws;
 - ii. comply with Dacorum Borough Council's anti-bribery and corruption policy as updated from time to time;

- iii. keep accurate and up to date records showing all payments made and received and all other advantages given and received by it in connection with this Agreement and the steps it takes to comply with this clause 0, and permit Dacorum Borough Council to inspect those records as required;
 - iv. promptly notify Dacorum Borough Council of:
 - 1. any request or demand for any financial or other advantage received by it; and
 - 2. any financial or other advantage it gives or intends to give whether directly or indirectly in connection with this Agreement; and
 - v. promptly notify Dacorum Borough Council of any breach of this clause 0.
8. Where Dacorum Borough Council has a suspicion, or is informed by Go To Places, that there has been a breach by the Go To Places (or by its officers, employees, agents, sub-contractors or any other persons who perform services for or on behalf of it in connection with this Agreement) of the Corruption Laws, it may immediately in writing suspend both parties' obligations under this Agreement pending the outcome of an investigation into the suspected breach.
9. For the purposes of such an investigation Go To Places agrees to respond promptly to Dacorum Borough Council's enquiries, cooperate with any investigation and allow Dacorum Borough Council to audit books, records, and any other relevant documentation.
10. Dacorum Borough Council may terminate this Agreement immediately by giving written notice to that effect to Go To Places if Go To Places is in breach of this clause and shall not be bound to make any further payment to the Go To Places until all Dacorum Borough Council's losses arising from the breach of this clause have been ascertained and paid by Go To Places.

Data processing

11. If the performance of the Contracted Services requires Go To Places to process any Personal Data in relation to which Dacorum Borough Council is the Data Controller the provisions of this clause shall apply.
12. Go To Places shall process the Personal Data only to the extent, and in such a manner, as is necessary for the purpose of performing the Contracted Services and in accordance with Dacorum Borough Council's instructions from time to time and shall not process the Personal Data for any other purpose. Go To Places will keep a record of any processing of Personal Data it carries out on behalf of Dacorum Borough Council.
13. Go To Places shall:
- i. process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments; and
 - ii. take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure Dacorum Borough Council's compliance with the seventh data protection principle.

14. Go To Places shall promptly comply with any request from Dacorum Borough Council requiring Go To Places to amend, transfer or delete the Personal Data.
15. If Go To Places receives any complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Act 1998 and the data protection principles set out in it, Go To Places shall immediately notify Dacorum Borough Council and provide Dacorum Borough Council with full co-operation and assistance in relation to any such complaint, notice or communication.
16. At Dacorum Borough Council's request, Go To Places shall provide to Dacorum Borough Council a copy of all Personal Data held by it in the format and on the media reasonably specified by Dacorum Borough Council.
17. Go To Places shall not transfer the Personal Data outside the European Economic Area without the prior written consent of Dacorum Borough Council.
18. Go To Places shall promptly inform Dacorum Borough Council if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable and Go To Places will restore such Personal Data at its own expense.
19. Go To Places shall ensure that access to the Personal Data is limited to:
 - i. those employees who need access to the Personal Data to meet Go To Places' obligations under this Agreement; and
 - ii. in the case of any access by any employee, such part or parts of the Personal Data as is strictly necessary for performance of that employee's duties.
20. Go To Places shall ensure that all employees:
 - i. are informed of the confidential nature of the Personal Data;
 - ii. have undertaken training in the laws relating to handling personal data; and
 - iii. are aware both of Go To Places' duties and their personal duties and obligations under such laws and this Agreement.
21. Go To Places shall take reasonable steps to ensure the reliability of any of the Go To Places' employees who have access to the Personal Data.
22. Go To Places shall notify Dacorum Borough Council within five working days if it receives a request from a Data Subject for access to that person's Personal Data.
23. Go To Places shall provide Dacorum Borough Council with full co-operation and assistance in relation to any request made by a Data Subject to have access to that person's Personal Data.
24. Go To Places shall not disclose the Personal Data to any Data Subject or to a third party other than at the request of Dacorum Borough Council or as provided for in this Agreement.
25. Go To Places shall provide Dacorum Borough Council or its representatives with any information or assurance in respect of the security of any data processed by Go To Places or its agents or

sub-contractors as may be reasonably required by Dacorum Borough Council to comply with its obligations under the Data Protection Act 1998.

26. Go To Places shall notify Dacorum Borough Council immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of the Personal Data.
27. Go To Places agrees to indemnify and keep indemnified and defend at its own expense Dacorum Borough Council against all reasonable costs, claims, damages or expenses incurred by Dacorum Borough Council due to any failure by the Go To Places to comply with any of its obligations under this clause.

Go To Places is a Company Limited by Guarantee No 09779494. VAT reg 04400592 Registered Office: 28/30 St Peter's Street, Canterbury, Kent CT1 2BQ

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SERVICE LEVEL AGREEMENT

Activity	Go To Places
Resource	GTP employees will provide the equivalent three days per week ¹ to deliver the agreed activities outlined below
GROW	
Destination Management Plan	Develop and agree an action plan which is aligned to the DMP
Research (1)	Presentation of Business Barometer findings to Members and officers if required (bi-annually) Undertake the monthly Business Barometer research and ensure local stakeholders are engaged
Research (2)	Presentation of Cambridge Economic Model Research to members and officers if required (1 presentation to the Overview and Scrutiny Committee) Serve, check and validate draft findings Dacorum District Council will fund the Study which will be done as and when required (e.g. for information on % of Herts tourism that Dacorum represents)
Business Advisory Services	Arrange contact between businesses and BAS Businesses pay consultant's fee, subsistence and travel expenses
Tourism Partnership Group	Maintain and manage the Partnership Group, including presentations of Business Barometer findings and Cambridge Economic Model Research if required Organise two networking events for Dacorum tourism businesses
B2B website	Update to include information on accommodation, brown signage, training (World Host), meetings and events Administrative support where necessary
Review meetings	Provide quarterly information on delivery against SLA Quarterly Review meetings with officers Measurements. KPIs will focus on: Business Barometer – hotel occupancy and average rate per room Press AVE Website hits Cambridge Results Social media (Twitter, Facebook, Instagram)
KNOW	
Brand management	Act as Dacorum brand guardian
Website	Management of the "Enjoy Dacorum" website Management of the Dacorum microsite linked to the Visit Herts website Review/monitor Dacorum content on 3 rd party sites and marketing channels Website support and guidance Amplification of key marketing messages (number tbc) Enhanced listing for Dacorum-run events (details to be supplied by current Tourism Officer)

¹ Holidays, public holidays and sick leave included

e-marketing	<p>Management of seasonal B2B newsletter tailored to Dacorum businesses: Quarterly</p> <p>Continue with the Discover Dacorum newsletter (consumer) with the intention to move it online/to be emailed to consumer database</p> <p>Identify tourism businesses for inclusion in Visit Herts marketing activity</p> <p>Option to supply competition prizes in return for 3rd party data capture (to be agreed in advance)</p>
Social media	<p>Set up and management of Facebook page, Twitter account and Instagram</p> <p>Likes/Hits/Followers: to be benchmarked for 2017/18</p> <p>Retweets to feature on Visit Herts website</p> <p>Pay per click campaigns managed (at additional cost)</p>
Travel Trade	<p>Attendance at trade events to represent Dacorum businesses (events to be agreed on the basis of impact, relevance and vfm). In 2017/18, this will be the Group Travel Show and Excursions</p> <p>Hosting of familiarisation (fam) trips: 1 in year 2017/18</p> <p>Co-ordination of activity to avoid duplication. Arrangement of fam trips as part of wider Visit Herts activity</p>
Public Relations	<p>Work with Dacorum businesses to offer fam trip opportunities by journalists: 1 in year 2017/18</p> <p>Early involvement in planning, co-ordinating and hosting local visits</p> <p>Interview opportunities with media (where relevant)</p> <p>Media releases (1 per year) to be issued</p>
Itineraries and information	<p>Update of Dacorum map/tourism leaflet as and when required (at additional cost)</p> <p>Inclusion in county-wide thematic itineraries</p> <p>Ensure priority in relevant itineraries</p>
Big Weekend/Tourism Week	<p>Working with businesses to promote Tourism Week, including one networking event</p> <p>On-territory knowledge and support to the wider Go To Places team, ensuring that all local stakeholders are engaged</p> <p>Presentation of findings to members and officers if required (1 presentation per year to the Overview and Scrutiny Committee)</p> <p>Deliver the Big Weekend for Dacorum, and liaise with local media</p>
Targeted campaigns	<p>On-territory knowledge and support to the wider Go To Places team, ensuring local stakeholders are fully engaged and featured</p> <p>Management of campaigns on Dacorum's behalf</p>
CONNECT	
Updates and opportunities	<p>Weekly liaison (virtual) to update the wider Go To Places team</p> <p>Monthly B2B newsletter with information on trends, news, plans and opportunities</p>
Networking and events	<p>Attendance at Visit Herts quarterly Investors' events</p> <p>Attendance at twice-yearly Officers' meetings</p> <p>Attendance at annual Leaders' Lunch (alternate years)</p> <p>Organise two networking events for Dacorum tourism businesses</p> <p>Organise MPs' event to coincide with Big Weekend</p>
Planning, reporting and measurement	<p>Prepare Annual Report and present to Members and officers</p> <p>Annual planning meeting to review SLA activity and develop targets for following year</p>

Access to a national network	Cascade developments and achievements of the Borough via Visit Herts national B2B network of DCMS, Government agencies and national bodies Expertise, support, additional exposure, national contacts and networking events
Stakeholder engagement	Conduct annual Dacorum Tourism Partnership satisfaction survey Highlight Dacorum events and issues when championing tourism in Herts

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