



**UK Living Wage Employer  
Accreditation Licence**

Please complete the sections on page 1, page 8, page 9 (if relevant), page 10 and page 11.

| AGREEMENT INFORMATION   |  |
|---|--|
| Agreement between:  |  |
| 1. Centre for Civil Society Limited registered company in England (Company Number: 07333734) whose registered office is at 112 Cavell Street, London, E1 2JA ("Licensor") |  |
| 2.  | Borough Council of Newcastle-under-Lyme                            |
| Incorporated and registered in  | England  |
| With company/charity number   | Not applicable   |
| Whose registered office is at   | Civic Offices, Merrial Street, Newcastle-under-Lyme, Staffordshire |
| ("Licensee")  |  |

## Background

Centre for Civil Society Limited is a wholly owned subsidiary of Citizens UK Charity (a charity registered in England) which is responsible for the programme under which employers can apply for Living Wage Employer Accreditation to indicate that the company has adopted an equitable employment policy in relation to its staff in accordance with the minimum standards set out in this Agreement.

### 1. Interpretation

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#### 1.1 “the Agreement Date”

*the date on which both parties have signed this Agreement;*

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#### 1.2 “Branding Guidelines”

*the Licensor’s branding guidelines in relation to the Trade Mark and/or the Programme as amended from time to time;*

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#### 1.3 “Employee”

*all employees of the Licensee excluding apprentices or interns;*

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#### 1.4 “Fee”

*the applicable fee payable by the Licensee according to the fee structure in Schedule 2;*

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#### 1.5 “UK Living Wage”

*the UK Living Wage as set by the Living Wage Foundation or any successor body;*

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#### 1.6 “London Living Wage”

*the London Living Wage as set by the Greater London Authority or any successor body;*

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#### 1.7 “Programme”

*the Living Wage employer accreditation programme run by the Licensor as outlined in this Agreement;*

1.8 “Trade Mark”

*the trade mark set out in Schedule 1 and any marks which incorporate or are confusingly similar to them;*

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1.9 “Term”

*the term commencing on the Agreement Date and continuing until termination under clause 6;*

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1.10 “Greater London”

*the 32 London Boroughs and the City of London.*

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**2. Licence**

- 2.1 In consideration of the Fee and the Licensee’s obligations under this Agreement the Licensor provides the Licensee with a non-exclusive, non-transferable license to use the Trade Mark for the Term to promote its adherence to the Programme.
- 2.2 The Licensee agrees and acknowledges that all intellectual property rights in the Trade Marks and/or in any mark or phrase produced in furtherance of the terms of this Agreement belong to the Licensor.
- 2.3 The Licensee shall not use any other trade marks confusingly similar to the Trade Marks and shall not use the Trade Marks as part of its publicity and/or corporate trading name except as authorised under this Agreement.
- 2.4 The Licensee shall comply strictly with any Branding Guidelines and all other reasonable directions of the Licensor regarding the form and manner and application of the Trade Marks.
- 2.5 The Licensee shall not do anything that brings the Licensor, the Programme or the Trade Marks into disrepute.
- 2.6 The Licensor warrants that:
- 2.6.1 it owns the rights in the Trade Mark, is free to enter into this Agreement and has the right to grant the Licensee the rights granted in it; and
  - 2.6.2 the Licensee’s use of the Trade Mark as contemplated under this Agreement will not infringe the rights of any third party.

### 3. **Fee**

- 3.1 The Licensee shall pay the Fee in accordance with Schedule 2 and this clause 3.
- 3.2 The Fee shall be paid annually and will be payable within 28 days of receiving a VAT invoice from the Licensor.

### 4. **Licensee's Obligations**

- 4.1 The Licensee shall meet the milestones set out in Schedule 3.

#### ***Employees In Greater London***

- 4.2 From the date of this Agreement, and subject to any amendments made to these conditions by the Licensor from time to time, the Licensee shall for Employees based in London Boroughs:
  - 4.2.1 pay all Employees aged 18 or over not less than the London Living Wage; and
  - 4.2.2 increase the amount which it pays to affected Employees by the same amount as any increase to the London Living Wage, within 6 months of the date on which any increase in the London Living Wage is officially announced; and
  - 4.2.3 notify all affected Employees of the date of the next increase within one month of the official announcement, unless the Employees have been previously notified about the date on which they will receive at least the increase in the Living Wage.

#### ***Employees In the United Kingdom (Outside Greater London)***

- 4.3 From the date of this Agreement, and subject to any amendments made to these conditions by the Licensor from time to time, the Licensee shall for Employees based in the United Kingdom, outside Greater London:
  - 4.3.1 pay all Employees aged 18 or over not less than the UK Living Wage; and
  - 4.3.2 increase the amount which it pays to affected Employees by the same amount as any increase to the UK Living Wage, within 6 months of the date on which any increase in the UK Living Wage is officially announced; and
  - 4.3.3 notify all affected Employees of the date of the next increase within one month of the official announcement, unless the Employees have been previously notified about the date on which they will receive at least the increase in the Living Wage.

### **Contractors**

4.4 The Licensee shall ensure to the extent permitted by law that any of its contractors which supply an employee (other than an apprentice or intern) who provides a service to or on behalf of the Licensee involving 2 or more hours of work in any given day in a week, for 8 or more consecutive weeks in a year on:

4.4.1 the Licensee's premises; and/or

4.4.2 property owned or occupied by the Licensee (including where the Licensee is a tenant and is provided building-related services through a Lease); and/or

4.4.3 land which the Licensee is responsible for maintaining or on which it is required to work

shall adopt the measures set out in clause 4.2 and 4.3 in relation to such individuals as if they were the Licensee's employees in respect of that employee's work for the Licensee.

### **Sub-Contractors**

4.5 The Licensee shall ensure to the extent permitted by law that any of its contractors which supply a sub-contracted employee who provides a service that falls within the parameters of clause 4.4, adopt the measures set out in clauses 4.2 and 4.3 in relation to such individuals as if they were the Licensee's employees in respect of that employee's work for the Licensee.

## **5. Records and Compliance**

5.1 The Licensee undertakes to provide the Licensor on reasonable request all information necessary for the Licensor to confirm that the Licensee is complying with its obligations under clause 4.

5.2 If the Licensor is not satisfied with the information provided by the Licensee under clause 5.1 or has good reason to doubt whether the Licensee is complying with its obligations under clause 4 the Licensor shall be entitled to:

5.2.1 Require that the Licensee provides reasonable evidence that clauses 4.2 and 4.3 are enforceable under all contracts of employment of directly employed staff (other than an apprentice or intern) and implemented by any Contractor to which clauses 4.4 and 4.5 apply.

5.2.2 Contact and meet with any trade unions representing the Licensee's or its contractor's employees in order to establish that the Licensee and/or its contractors have complied with the obligations in clause 4; and

5.2.3 Contact and meet with the Licensee's employees and/or contractors in order to establish that the Licensee and/or its Contractors have complied with the obligations in Clause 4.

## 6. Termination

- 6.1 Either party may terminate this Agreement upon written notice effective immediately if the other party has committed a material breach of this Agreement and where such a breach is capable of remedy the other has failed to remedy such breach within 28 working days of receiving notice specifying the breach.
- 6.2 The Licensor may terminate this Agreement upon written notice effective immediately if:
- 6.2.1 the Licensee ceases or threatens to cease complying with Clause 4 or such other terms as the Licensor may reasonably stipulate from time to time as applying to all licensees of the Living Wage Employer mark;
  - 6.2.2 the Licensor and/or the trustees of the Licensor in their sole discretion considers that any action taken by the Licensee brings or may bring the Licensor and/or any of its affiliates, members or group organisations, the Programme or the Trade Marks into disrepute;
  - 6.2.3 the Programme ceases or is withdrawn or modified.
- 6.3 Either party may terminate this Agreement without cause at any time upon 3 month's written notice.

## 7. Consequences of Termination

- 7.1 On termination of this Agreement under clause 6.3 or by the Licensee under clause 6.1 the Licensee shall:
- 7.1.1 within one month cease to use the Trade Mark on any materials in electronic form including on any websites.
  - 7.1.2 within six months of the termination date cease all other use of the Trade Mark including on printed materials and at the request of the Licensee either return or destroy all the materials bearing the Trade Mark;
  - 7.1.3 immediately cease to print any materials bearing the Trade Mark; and
- 7.2 The Licensor shall refund the Fee pro-rata in respect of the period of time in which the Licensee is no longer entitled to use the Trade Mark.
- 7.3 On termination of this Agreement by the Licensor under clause 6.1 or 6.2 by the Licensor the Licensee shall:
- 7.3.1 within one month cease to use the Trade Mark; and
  - 7.3.2 at the request of the Licensee either return or destroy all the materials bearing the Trade Mark.

**8. Assigning and Sub-Licensing**

The Licensee shall not assign charge licence sub-licence or otherwise part with possession of the benefit or burden of this Agreement without the prior written consent of the Licensor.

**9. Non-Waiver**

No failure or delay on the part of either party to exercise any right or remedy under this Agreement shall be a waiver of such right or remedy.

**10. Variation**

This Agreement may only be amended in writing signed by authorised representatives of the Licensor and Licensee.

**11. Entire Agreement**

This Agreement represents the entire agreement between the parties concerning the subject matter of this Agreement, and supersedes all prior agreements, arrangements, negotiations and/or understandings between the parties.

**12. Jurisdiction**

The validity, construction and performance of this Agreement shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

**Schedule 1**

**Trade Mark**



**Schedule 2**

| FEE (please tick where applicable) |                        |               |                                     |
|------------------------------------|------------------------|---------------|-------------------------------------|
| Organisation type                  | Size of organisation * | Annual Charge |                                     |
| Private sector                     | ≥ 501                  | £1,000        | <input type="checkbox"/>            |
|                                    | 251 ≤ 500              | £400          | <input type="checkbox"/>            |
|                                    | 51 ≤ 250               | £200          | <input type="checkbox"/>            |
|                                    | 11 ≤ 50                | £100          | <input type="checkbox"/>            |
|                                    | ≤ 10                   | £50           | <input type="checkbox"/>            |
| Charities and Public Sector        | ≥ 251                  | £400          | <input checked="" type="checkbox"/> |
|                                    | 51 ≤ 250               | £200          | <input type="checkbox"/>            |
|                                    | 11 ≤ 50                | £100          | <input type="checkbox"/>            |
|                                    | ≤ 10                   | £50           | <input type="checkbox"/>            |

\* Employees based in United Kingdom. All fees stated above are exclusive of VAT

We will provide an invoice for the relevant charge +VAT upon receipt of your licence.



### Schedule 3

#### Milestones

This section is relevant for employers who are undertaking phased implementation. Phased implementation means an employer is rolling the Living Wage out across contracts as they come up for renewal.

|  | Milestone  | Target Date Using Reasonable Endeavours | Final Delivery Date |
|--|--|---|---------------------|
|  | <p><b><u>Cleaning Contract:</u></b><br/> <i>Living Wage to be awarded as part of a new cleaning contract linked to Newcastle-under-Lyme Borough Council's (NULBC): Jubilee2 leisure facility; Museum; Crematoria and Cemetery. Impacts on 9 part time staff (albeit to maintain differentials in pay rates there will be an impact on one additional part time staff member).</i></p>  | September 2014                          | September 2014      |
|  | <p><b><u>Collection of Dry Recyclables:</u></b><br/> <i>As the service for 'Curbside - 'Dry Recyclable' collection may be delivered by Newcastle-under-Lyme Borough Council from July 2016, staff transferring under TUPE will be paid established and existing hourly rates as per Council salary bands which exceed the current Living Wage rate of £7.85. This is likely to impact on approximately 22 full time staff transferring to the internalized service. To maintain differentials in pay rates between roles there will be a positive salary impact on a further 11 full time staff at time of transfer.</i></p> | July 2016                               | August 2016         |
|  | <p><b><u>Grounds Maintenance – Bereavement Services:</u></b><br/> <i>As this contract is not due to expire until 2018 the Council's intention would be to review the service provision and options available to the Council at the time taking into consideration the Living Wage.</i></p>   | April 2018                              | April 2018          |
|  | <p><b><u>Café Facility:</u></b><br/> <i>The Council's intention is for officers, as part of ongoing contract and financial management with the existing provider of this concessions contract to establish and agree the earliest opportunity to align rates of pay to those of the Living Wage. The cost implications have been identified and annual discussions will take place with a review of a phased delivery of the Living Wage over a 3 year period. (This impacts on 4 full time and 1 part time staff).</i></p>  | May 2017                                | May 2017            |
|  |  |   |                     |



## Schedule 4

### Living Wage Impact Monitoring

It is important for us to be able to measure the impact of the Living Wage.

Each November we work with academic partners to release figures that highlight how many employees have benefited from the Living Wage and how much money has been put into the pockets of low paid workers. This section of the licence helps us gather this data. This information will always be anonymised.

| General questions |   |                     |
|-------------------|---|---------------------|
| 1.                | How many directly employed staff members does your organisation have across the UK? | <b>579</b>          |
| 2.                | When did you implement the Living Wage for all directly employed staff?             | <b>1 April 2013</b> |

| Impact on directly employed staff |   |                          |            |
|-----------------------------------|---|--------------------------|------------|
| 3.                                | How many full time directly employed staff members have had their wages increased as a result of the decision to implement the: |                          |            |
| UK Living Wage rate?              | <b>0</b>  | London Living Wage rate? | <b>N/a</b> |
| 4.                                | How many part time directly employed staff members have had their wages increased as a result of the decision to implement the: |                          |            |
| UK Living Wage rate?              | <b>15 Part time<br/>22 Casual<br/>as at 04.08.14</b>  | London Living Wage rate? | <b>N/a</b> |
| 5.                                | Before implementing the Living Wage what was the lowest hourly rate of pay for these staff members?                             |                          |            |
| UK employees                      | <b>£6.90</b>  | London employees         |            |

| Impact on third party contracted and subcontracted staff |  |                         |            |
|--|--|-------------------------|------------|
| 6.   | How many contracted or subcontracted staff members have had or will have their wages increased as a result of the decision to implement the: |                         |            |
| <b>UK Living Wage?</b>                                   |  |                         |            |
| Full time staff members                                  | <b>34</b>  | Part time staff members | <b>14</b>  |
| <b>London Living Wage?</b>                               |  |                         |            |
| Full time staff members                                  | <b>N/a</b>   | Part time staff members | <b>N/a</b> |
| 7.   | Before implementing the Living Wage what was the lowest hourly rate of pay for these staff members?  |                         |            |
| UK employees   | <b>£6.10</b>   | London employees        | <b>N/a</b> |

## Schedule 5

| CONTACT DETAILS   |   |   |  |
|---|---|---|--|
| Please provide details of the primary contact in your organisation. We will send this person confirmation of your accreditation and your invoice. This person will also receive news and updates from us. We will not share your details with anybody else. |   |   |  |
| Title   | Mr <input type="checkbox"/>   | Ms <input type="checkbox"/>                 | Miss <input type="checkbox"/>  |
|   | Mrs <input checked="" type="checkbox"/>                             | Other (please specify)                      |  |
| Name  | Sarah Taylor  |   |  |
| Job title   | Acting Head of Human Resources                                      |   |  |
| Address   | Civic Offices, Merrial Street, Newcastle-under-Lyme, Staffordshire, |   |  |
| Postcode  | ST5 2AG   | Region                                      | West Midlands  |
| Phone number  | 01782 742261  | Email address                               | <a href="mailto:Sarah.taylor@newcastle-staffs.gov.uk">Sarah.taylor@newcastle-staffs.gov.uk</a> |
| Do you have an office in London? If so, in which borough?   |   | No  |  |
| Do you have more than one office in the UK?   |   | Yes   |  |
| How should your organisation's name appear on any public lists:   |   | The Borough Council of Newcastle-under-Lyme |  |

| PLEASE SIGN THE LICENCE BELOW |   |      |  |
|-------------------------------|---|------|--|
| Signed                        |   |      |  |
| Print name                    | John Sellgren                               |      |  |
| Job title                     | Chief Executive                             |      |  |
| On behalf of                  | The Borough Council of Newcastle-under-Lyme | Date |  |

| HEAD OF YOUR ORGANISATION  |  |
|--|--|
| Please provide contact details for the Head of your organisation here, if different from above. We will use this for communications from the Director of the Foundation and invitations to events. |  |
| Name   | John Sellgren  |
| Job title  | Chief Executive  |
| Email  | <a href="mailto:John.sellgren@newcastle-staffs.gov.uk">John.sellgren@newcastle-staffs.gov.uk</a> |
| Phone number   | 01782 742100   |

| FINANCE/RENEWALS   |  |
|--|--|
| Please provide contact details for the person we should contact about the renewal of your accreditation in 12 months' time, if different from above. |  |
| Name   | Dave Roberts   |
| Job title  | Head of Finance  |
| Email  | <a href="mailto:dave.roberts@newcastle-staffs.gov.uk">dave.roberts@newcastle-staffs.gov.uk</a> |
| Phone number   | 01782 742111   |

| YOUR COMPANY LOGO |
|-------------------|
|                   |

Please return a high resolution .jpg version of your logo with this licence. We will add the .jpg to the Employers section of our

website and use it to order your Living Wage Employer plaque.



## Checklist

Please complete the following checklist before returning your Employer Accreditation Licence.

| Items  | Yes                                 | No                                  |
|--|-------------------------------------|-------------------------------------|
| 1. All directly employed staff are paid the Living Wage  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 2. Any contracted and subcontracted staff covered by the scope of the accreditation are paid the Living Wage<br><b>Yes: go to item 4</b><br><b>No: go to item 3</b>  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 3. There is a plan in place for all contracted and subcontracted staff covered by the scope of the accreditation to be paid the Living Wage and this plan is included in this Licence [Schedule 3] or attached as a separate schedule. This plan should include dated milestones where there are future steps to take, i.e. renewing contracts in the future and embedding this into procurement | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 4. The front page of the Licence has been completed  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 5. The size of organisation information has been completed [Schedule 2]  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 6. The Impact Monitoring information section has been completed [Schedule 4]   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 7. The relevant contact details have been entered [Schedule 5]   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 8. The Licence has been signed [Schedule 5] [Electronic signatures displaying a person's name written in a distinctive way as a form of identification can be used]  | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 9. You have your logo ready to submit with your completed Licence [If you do not have a logo we will be in touch to make other arrangements]   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

Please return your completed Employer Accreditation Licence to your contact at the Living Wage Foundation. Completed Licence Agreements can be submitted by post or by email. You will receive notification when your Licence Agreement has been received.