



**Northumberland
County Council**

Neighbourhood Services

Partnership Agreement

2019 - 2024

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[Handwritten date: 21 March 2019]

[Handwritten signature]

[Handwritten date: 21/3/19]

**Partnership Agreement
Enhanced Neighbourhood Services**

Date of this Agreement

The execution date of the parties indicated below, or if the parties indicate different dates, on the later date

Parties

| | Town Council | County Council |
|--|---|---|
| Name, including any company number or equivalent (as relevant) | Blyth Town Council | Northumberland County Council |
| Address for notices | Arms Everytne House Quay Road Blyth NE24 2AS | County Hall Morpeth NE61 2EF |
| Current Representative | Joseph Hughes, Town Clerk | Ray Wealleans, Area Manager, Neighbourhood Services |
| Current Representative's telephone | 01670 361668 | 01670 625579 |
| Current Representative's e-mail address | finance@blythtowncouncil.gov.uk | ray.wealleans@northumberland.gov.uk |

Introduction

This Neighbourhood Services partnership between Blyth Town Council (the Town Council) and Northumberland County Council (the County Council) is designed to significantly improve Local Environmental Quality within Blyth.

Primarily this will be achieved through increasing the numbers of staff, vehicles and equipment in the local NEAT team to deliver enhanced Street Cleansing and Grounds Maintenance services.

This increase in front line resource will be funded by the Town Council via an agreed payment to the County Council, and then the resource will be employed or procured by the County Council and fully integrated into the existing core NEAT Team.

The general theme of the partnership then is that the team on the ground is larger than it would be without the Town Council's contribution, that enables the NEAT Team to do more work than would be done by the core team alone and that in turn delivers improved local environmental quality in Blyth.

The priorities for the integrated NEAT team are collectively agreed by the Town Council and the County Council through the mechanisms outlined in this agreement, the operational management of the team is undertaken by the County Council's Neighbourhood Services Management Team.

1. Background to this Agreement

1.1 Why the parties wish to enter this Agreement

- The County Council delivers a core Grounds Maintenance and Street Cleansing (NEAT) service throughout Northumberland.
- The County Council can also provide enhanced services to Towns and Parishes within Northumberland if:
- The relevant Town or Parish Council requests the County Council to do so.
- The Town or Parish Council and the County Council enter into this Agreement, which entail (among other things) the Town or Parish Council making the Financial Contributions to meet the County Council's costs in carrying out the activities required to deliver enhanced services.

2. The agreement between the parties

Each party agrees as follows

2.1 Establishment

- The parties hereby establish the Partnership.
- This is not a partnership for the purposes of the Partnership Act 1890. Neither party is liable for the acts of the other party.

The parties agree to conduct the Partnership

2.2 Main agreement

2.3 Acknowledgements by each party

The terms of this Agreement are to be legally binding upon the Town Council and the County Council.

2.4 Terms of this Agreement: the terms of this Agreement comprise all of the following

- As amended from time to time according to this Agreement
- According to the following priority if there are inconsistencies

- (a) Specification
- (b) Other documents

The Specification.

Other documents

- Which are cross-referenced in this Agreement; and
- Which this Agreement indicates are incorporated into this Agreement; and
- Which are communicated between the parties.

- (c) Schedule 1

The terms and conditions of this Agreement indicated in schedule 1.

Executed by the parties (or on their behalf by their respective authorised representatives) as an agreement on the respective dates indicated below

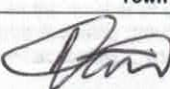
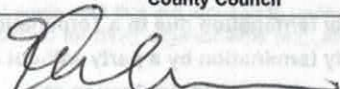
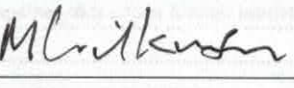
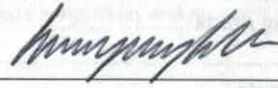
| | Town Council | County Council |
|------------------------------------|---|---|
| Signature |  |  |
| Date of signature | 21-3-19 | 21 March 2019 |
| Name of signatory (print) | Councillor Adrian Cartie | Councillor Glen Sanderson |
| Title or role of signatory (print) | Mayor | Cabinet Member, Environment and Local Services |
| Signature |  |  |
| Date of signature | 21 March 2019 | 21/3/19 |
| Name of signatory (print) | Joseph Hughes | Greg Gavin |
| Title or role of signatory (print) | Town Clerk | Head of Neighbourhood Services |

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Schedule 1 – terms and conditions

What the Town Council requires

3. Description of the Partnership Activities

3.1 Description of the Partnership Activities which the respective parties must carry out under this Agreement in connection with the Partnership

As indicated in the Enhanced Service Standards Section 3.5

3.2 Core Resources

The resource required to deliver the core service in 2019/20 is £794,740 this budget is allocated as follows:

Staffing costs of £572,257 cover the cost of employing 15.83 full time members of staff and 7 seasonal members of staff, this includes 0.75 of a Senior Team Leader's post supervising the front line resource is included within the FTE's.

Non staffing costs of £206,483 are allocated to different budget headings as follows:

£110,484 on Transport Related Recharges. This pays for the provision of 7 ride on mowers, 2 compact mechanical sweeper, 4 x 3.5t pickups and 1 x small Van. Financing, taxing and insuring the transport is included in this cost as is the routine servicing, maintenance and safety inspection costs.

£8,420 on Vehicle Maintenance. This pays for non routine maintenance and repairs, this includes non wear and tear damage and other non routine vehicle maintenance, an example of this is the wear plates on the mower decks that are designed to wear out before damage is done to the expensive head unit.

£57,400 on Vehicle Fuel. This pays for the fuel used by the 7 ride on mowers, 2 compact mechanical sweeper, 4 x 3.5t pickups, 1 x Tractor and 1 x small Van and all the powered small tools and equipment such as Strimmers, blowers and Hedge Cutters.

£17,620 on Equipment. This pays for a wide range of items including consumable, small tools and equipment (Strimmers/Blowers) and replacement brushes for the compact sweepers.

£8,900 on Equipment Maintenance. This pays for servicing on and repairs to small tools and equipment.

£2,710 on Protective Clothing.

£950 on Staff Training & Development. This pays for specialist localised training that is not part of the training delivered to staff through either the comprehensive in house program or the external training that is resourced by the directorate at a cost of c£100k.

3.3 Core Service Standards

The NCC core resource level for the partnership is based on the number of employees, vehicles, plant and equipment that are required to undertake all core work and any existing NEAT commitments in the Blyth area including grounds maintenance services provided for other organisations (e.g. social housing providers). The core service in Blyth from 2019/20 is summarised below:

Grass Cutting

We aim to cut areas of amenity grass between 10 and 13 times a year, undertaking litter collection prior to each cut and blowing back the major arisings from footpaths back onto the grass verge.

Strimming and backup around obstacles a minimum of once a year.

Weed Control

We aim to undertake two weed spraying applications of obstacles on soft landscape areas the first in March/April the second in July/August. We also aim to undertake two selective weed spraying applications on footpaths, kerb edges & other hardstanding areas areas in April/May and August/September.

Floral Displays

Seasonal bedding displays in Ridley Park, Cowpen Cemetery & New Delaval Welfare.

Hedge Cutting

We aim to cut all hedges once every 18 to 24 months.

Shrub Pruning

We aim to prune shrubs once every two to three years with some being pruned annually dependent on planting type.

Path Edging

We aim to edge all path edges once every four years.

Street Cleansing

We aim to keep all areas predominantly free of litter.

In Blyth we would aim to achieve this by undertaking weekly litter bin emptying in residential areas, an 8 weekly cleanse in residential areas, a daily cleanse and litter bin emptying in high footfall areas such as shopping precincts and a twice daily cleanse and litter bin emptying in and around the Market Square in the Town centre.

We aim to sweep residential streets with a small compact mechanical sweeper every 13 weeks.

We aim to mechanically sweep all kerb edges 4 times a year.

We aim to remove more 85% of fly tipping from public areas within 3 days of notification.

Winter Maintenance & Service Resilience

During snow and ice events the NEAT team is deployed to path clearance and gritting on designated routes. Routes are set by colleagues in Highways and are prioritised to ensure high footfall areas are made safe first.

The NEAT team are also a valuable front line resource that can be deployed to assist residents, stakeholders and other council departments during times of need, e.g. flooding and other emergency events.

3.4 Enhancement Resources

These are the resources funded by the Town Council's contribution to the partnership, the primary areas of spend will be employee and fleet costs including 7 staff, 4 staff will be predominantly deployed to grounds maintenance activities and 3 will be primarily deployed to street cleansing activities, 4 ride on mowers, 1 mechanical sweeper, 1 quad bike and 1 caged tipper.

The resource required to deliver the enhancement in 2019/20 is £252,546 this budget will be allocated as follows:

Staffing costs of £167,463 (£175,463 - £8,000 seasonal adjustment) cover the cost of employing an additional 7.00 full time members of staff, in addition to the core staffing establishment of 15.8 full time staff.

Non staffing costs of £85,083 are allocated to different budget headings as follows:

£53,229 on Transport Related Recharges. This pays for the provision of 4 ride on mowers, 1 Quad Bike, 1 Mechanical Sweeper and 1 Caged Tipper, financing, taxing and insuring the transport is included in this cost as is the routine servicing, maintenance and safety inspection costs.

£8,290 on Vehicle Maintenance. This pays for non routine maintenance and repairs, this includes non wear and tear damage and non routine vehicle maintenance, an example of this is the wear plates on the mower decks that are designed to wear out before damage is done to the expensive head unit.

£11,980 on Vehicle Fuel. This pays for the fuel used by the 4 x ride on mowers, 1 Quad Bike, 1 Mechanical Sweeper and 1 Caged Tipper also included are all the powered small tools and equipment such as strimmers, blowers, hedge cutters, Barrow and Powered Vacuum

£5000 on Equipment. This pays for a wide range of items including consumable, small tools and equipment and replacement brushes for the compact sweepers.

£2,500 on Equipment Maintenance. This pays for servicing on and repairs to small tools and equipment.

£1,500 on Protective Clothing.

£500 on Staff Training & Development.

3.5 Enhanced Service Standards

The enhanced service delivered by the above resources is summarised below.

Grass Cutting

We aim to cut areas of amenity grass between 17 & 19 times a year, undertaking litter collection prior to each cut and blowing back all arisings from footpaths back onto the grass verge.

Strimming and backup around obstacles a minimum of twice a year.

Weed Control

We aim to undertake two weed spraying applications of obstacles on soft landscape areas the first in March/April the second in July/August. We also aim to undertake two selective weed spraying applications on footpaths, kerb edges & other hardstanding areas areas in April/May and August/September. Our aim is to then apply a third application, to the worst affected areas, later in the season with our in house team.

Floral Displays

Seasonal bedding and floral displays are delivered as part of a programme agreed by the partnership annually, different schemes are agreed each year and include wildflower schemes and carpet bedding on Blyth Links where they town council are invoiced separately for the cost of seeds or plants but the Partnership Working Group agrees to allocate partnership staff to undertake the work required to deliver the scheme.

Hedge Cutting

We aim to cut all hedges once every 12 to 18 months.

Shrub Pruning

We aim to prune shrubs once every year with some being pruned bi-annually dependent on planting type.

Path Edging

We aim to edge all path edges once every three years.

Street Cleansing

We aim to keep all areas predominantly free of litter.

In Blyth we aim to achieve this by undertaking weekly litter bin emptying along with a 2 weekly cleanse in residential areas and a daily cleanse and litter bin emptying in high footfall areas such as shopping precinct.

This option sees the injection of additional litter team compared to existing arrangements facilitating a new zonal system of cleaning delivered by 3 dedicated litter teams

A small number of challenging residential areas will receive a twice weekly weekly cleanse.

Blyth Market Place and the immediate area around it, has a dedicated street cleansing presence that results in much more frequent cleansing and litter bin emptying throughout the day.

We aim to sweep residential streets with a small compact mechanical sweeper every 4 weeks.

We aim to mechanically sweep all kerb edges 4 times a year.

We aim to remove more than 85% of fly tipping from public areas within 3 days of notification, though the enhanced team will allow us to significantly over perform against this standard.

Bus Shelters

We aim to clean all Bus Shelters on a monthly rota and report any vandalism/Damage to BTC.

Play Area Inspections

To be carried out weekly within ROSPA guidelines with a report sent to BTC.

Public Seats

Annual Maintenance programme to be adhered to in agreement with BTC

Winter Maintenance & Service Resilience

During snow and ice events the NEAT team is deployed to path clearance and gritting on designated routes. Routes are set by colleagues in Highways and are prioritised to ensure high footfall areas are made safe first.

The NEAT team are also a valuable front line resource that can be deployed to assist residents, stakeholders and other council departments during times of need, e.g. flooding and other emergency events.

With a larger NEAT team undertaking these activities more areas are made safe quicker during weather events providing a better service for Blyth residents and the service has greater resilience and can respond to emergency events more effectively.

The larger team also enables improved responsiveness to member and resident requests and gives BTC the ability to significantly influence NEAT priorities in their patch.

4. Commencement of the Partnership Activities

4.1 When the parties must commence their respective Partnership Activities

01 April 2019

5. Expiry

5.1 Expiry date of this Agreement (when the Partnership and the Partnership Activities and this Agreement are to end.

31 March 2024

5.2 How this Agreement is to be extended

By written agreement of the parties.

5.3 Interpretation

Reference in this Agreement to the expiry or expiry date of this Agreement is reference to

- The expiry or expiry date of the extension period; and
- If there is more than one extension period: the expiry or expiry date of the last period for which this Agreement is extended.

Financial arrangements

6. Calculation of Financial Contributions

6.1 The financial contributions of the County Council

- The County Council's financial contribution under this Agreement, £794,740 in the first year of this partnership (2019/20), is solely to fund (and therefore carry out) the regular activities in the Town Council's area required to deliver the core service.
- There is to be no direct payment from the County Council to the Town Council.

6.2 Amount or calculation of the current Financial Contributions which the Town Council is liable to pay the County Council in consideration for the County Council carrying out its obligations under this Agreement To be read subject to the rest of this Agreement

- £252,546 in the first year of this partnership (2019/20) to be recalculated in each October for the following financial year.
- In addition to the amount above the Town Council will also contribute £18,299 in the first year of this partnership (2019/20) for a dedicated street cleansing operative working on Saturday and Sunday in Blyth, also to be recalculated in each October for the following financial year

6.3 Acknowledgements on how the Town Council's Financial Contributions in item 6.2 are calculated

The £252,546 contribution (detailed in Appendix 1) and the £18,299 contribution are modelled on the basis of direct cost recovery plus 7%. The 7% ensures that the partnership contribution made by the Town Council also contribute towards the overhead costs incurred by the County Council in delivering the enhanced service.

6.4 Routine changes to the Financial Contributions of the Town Council over time

The Financial Contributions shall increase or decrease on each 1st April according to all of the following:

- Employee Costs: The contribution will reflect the actual cost of the employee establishment including any nationally agreed pay award and ups and downs in respect of employee spinal points, pension, National Insurance etc.
- Fuel Costs: the County Council increases its fuel budgets each year by a percentage based on the fleet teams forecast of next years fuel prices. This element of the Town Councils contribution will be adjusted by the same percentage as the County Council increases it fuel budgets by each year.
- All other Costs: No changes unless agreed by both parties

6.5 Retrospective adjustments

The Town Council's contribution is allocated to an individual budget code within the County Council's financial management system. The County Council will monitor and manage expenditure against budget and aim to spend against budget. Any overspend against that budget will be met by the Town Council, an invoice will be raised by the County Council to the value of any overspend only when a final outturn position is known. Underspends against this budget will be refunded to the Town Council within 30 days of the final outturn position being known.

7. Invoicing and payment

7.1 When the County Council may issue invoices to the Town Council for the Town Council's Financial Contributions as calculated in section 6

50% of the Town Council's annual Financial Contribution paid in August and 50% in March.

7.2 Due date by which the Town Council must pay any invoice issued to it by the County Council under item 6.5 and 7.1

30 days after the date on which the Town Council has received the relevant invoice.

8. No set off

8.1 Whether either party to this Agreement has any right of set off, counterclaim, deduction (or the like of any of these) against the other party in connection with this Agreement

- No.
- All such rights of the parties (whether arising in law, equity or otherwise) are waived to the fullest extent permitted by Law.

Partnership Working Group (Board)

9. Partnership Working Group – composition

9.1 Size and composition of the Partnership Working Group, including the number of representatives of each party on it

A minimum of two members representing each party.
Each party can select whomever it wishes to be its representative on the Partnership Working Group. However, a party must promptly communicate changes to its representative as and when they occur.

9.2 Arrangements if a representative of a party on the Partnership Working Group is absent from time to time (e.g. illness, holidays)

The relevant party must ensure a suitable deputy in place to represent that party in those circumstances.

10. Partnership Working Group – powers

10.1 Powers of the Partnership Working Group

To set priorities for the Partnership Team and monitor its Performance against this Agreements Specification.

To propose, discuss, evaluate and agree changes to this agreement so long as that change does not reduce any service standard below that of the core service, does not introduce additional financial costs without both parties agreement on how these costs will be met and are achievable within the County Council's terms and conditions of employment.

This is subject to the constitutional arrangements of both Parties.

10.2 How resolutions of the Partnership Working Group are to be passed

By a simple majority of the Partnership Working Group Members in attendance at a validly called Partnership Working Group meeting, providing at least one vote from both parties aligns with that majority.

Resolutions regarding small operational changes will be recorded in the minutes of the partnership meeting, larger or more fundamental changes will be documented in a formal record of that decision that will be signed by the Chair of the Working Group and the Head of Neighbourhood Services or their Deputies.

10.3 Resolving performance disputes

Both Parties agree to try and resolve any performance concerns informally, where this is unsuccessful the Formal Resolution Process in Appendix 2 will be followed.

11. Partnership Working Group meetings

11.1 Arrangements regarding regular meetings of the Working Group unless the Partnership Working Group Members, acting reasonably, otherwise agree at the time

- (a) Location
- (b) Frequency
- (c) Day
If not falling on a Business Day, on the next Business Day
- (d) Time

| |
|----------------------|
| Town Council Offices |
| Quarterly |
| TBA |
| TBA |

11.2 Additional meetings of the Partnership Working Group

- (a) Party responsible for calling additional meetings of the Partnership Working Group
- (b) Obligations of the party indicated in item (a) if the other party requests an additional Working Group meeting from time to time

| |
|--|
| Either Party can call an additional meeting |
| That party must not unreasonably refuse that request of the other party. |

11.3 Examples of reasonable grounds to refuse that request (not limiting other reasonable grounds to do so)

- (a) Insufficient information
- (b) Not urgent
- (c) Not in good faith

| |
|---|
| The individual making the request has not given clear enough information regarding matters he/she wants to be discussed. |
| The matter to be discussed is not (on a reasonable view) sufficiently urgent that it cannot wait to be discussed at the next regular meeting of the Working Group |
| There are reasonable grounds to believe the request was not made in good faith. |

11.4 How additional meetings are called by the party indicated in item 11.2(a)

- By written communication to each representative of the other party.
- No other formalities are required.

11.5 Setting the day, time and location for additional Working Group meetings

The Chairperson shall act reasonably and in good faith in setting the day, time and location of the additional meeting.

11.6 Notice period for additional Working Group meetings

- **5 Business Days** excluding the day on which the notice is sent and the date of the meeting; or
- Such shorter notice agreed in writing by the parties.

11.7 Quorum for meetings of the Partnership Working Group

- (a) Quorum for meetings of the Partnership Working Group
- (b) Consequence if no quorum is present

| |
|---|
| 4 (2 from each Party) |
| If the quorum of a meeting is not met within 30 minutes of the time the meeting was proposed to commence, the meeting shall be rescheduled to the same time and location, 5 Business Days later (unless otherwise agreed by each individual eligible to attend). |

11.8 Chairing Partnership Working Group meetings

- (a) Which party's representative on the Working Group is to chair the meetings

The Partnership Chairperson or other appointee of the Town Council

(b) The party appointing the chairperson must direct its appointee to do the following as chairperson

(i) Agendas, papers

- To set and circulate agendas and accompanying papers in a timely manner before the meeting.
- Not to unreasonably refuse a request by any person eligible to attend the meeting to include a particular item on the agenda.

(ii) Chair meetings

- To chair the meeting in a reasonable manner, including giving all eligible attendees a fair opportunity to speak.

(iii) Minutes

All of the following

- To arrange for minutes to be taken.
- To circulate those minutes no later than 14 days after the meeting is held.
- To amend and recirculate the minutes if another Working Group Member indicates any error no later than 7 days after the minutes are circulated

(iv) Organisational

To be responsible for other organisational tasks in relation to the meeting.

11.9 Eligibility of representatives of a party to attend a Working Group meeting (or relevant part of it)

- Each one is eligible to attend.
- **Exception:** where the individual personally has a conflict of interest on a matter under discussion.
- In this case, the relevant party which he/she represents shall temporarily appoint a replacement in his/her place for the purposes of considering the relevant matter.

11.10 **Observers:** each party may send observers to attend Working Group meetings, acting reasonably, and subject to all of the following

(a) Conflict of interest

The relevant party must not do so in relation to any part of the meeting where the observer has a conflict of interest on any of the matters under discussion.

(b) Confidentiality

The relevant party must ensure the observer is appropriately bound to observe confidentiality obligations to the other party and its Affiliates (e.g. in a separate confidentiality agreement, in his/her employment contract, as reasonably required by the other party).

(c) Space

The relevant party must have reasonable regard to space when inviting observers.

11.11 Rights of each observer invited by a party under item 11.10

(a) Voting

He/she is not entitled to vote at a relevant meeting.

(b) Speaking

He/she is not entitled to speak at the relevant meeting, unless permitted by the representatives of the parties:

- Who are eligible to vote at the meeting; and
- Who are at the meeting.

11.12 Holding meetings Partnership Working Group electronically

(a) When meetings of the Working Group must be held electronically according to item 11.12

- If requested by any party.
- Acting reasonably and in good faith in the circumstances (e.g. whether an electronic meeting is physically possible for all Working Group Members).

(b) How a party communicates the request

- By communicating the request in a suitable manner to the chairperson.
- If the chairperson is making the request, he/she shall communicate the request in a suitable manner to each other Working Group Member.

(c) How electronic meetings are to be held

By any suitable electronic means (e.g. by telephone, videoconferencing, over a computer etc.) where the attendees can hear each other (or where what is said is communicated in another suitable method for the benefit of anyone with impaired hearing).

(d) Consequences if meetings of the Partnership Working Group which are held electronically under this item 11.12

The individuals taking part in the meeting shall be regarded as if they were physically present for all purposes (e.g. determining whether a quorum is met).

11.13 General obligations: each party must direct its respective representatives to do the following in relation to meetings of the Working Group from time to time

(a) Prepare

To prepare properly for the meeting.

(b) Attend

To attend the meeting.

(c) Absence

To give advance notice to the chairperson of any absence, where reasonably possible.

(d) Conflict of interest

To declare any personal conflict of interest on any matter under consideration from time to time.

(e) Personnel

- To direct its Personnel to attend parts of meetings where the relevant individual's presence is reasonably required.
- To direct its Personnel to give appropriate explanations etc. in relation to matters under discussion.

11.14 Status of minutes of a particular meeting of the Partnership Working Group

If none of the individuals representing a party at the meeting has raised any complaint about the accuracy or completeness of contents of the circulated minutes more than **14 days** after the minutes are circulated, that party shall be deemed to have accepted the minutes as an accurate record of that meeting.

Information

12. Confidentiality

12.1 What is Confidential Information of a party respectively as a 'Discloser'

Each of the following, to be read independently

(a) Business activities

Information relevant to the Discloser's business activities generally, including without limitation

- The Discloser's operations, business strategies, plans, financial arrangements, financial information and third party disputes
- The Discloser's Personnel and human resources activities generally
- The Discloser's products or services
- The Discloser's research activities, know-how, trade secrets and other Intellectual Property which is not in the public domain.
- The Discloser's data, including personal data in relation to which it is the data controller or data processor for the purposes of the Data Protection Legislation
- Details relating to the Discloser's customers, clients or the like
- Information relating to any other person to whom the Recipient knows (or reasonably ought to know) the Discloser owes a duty of confidentiality (whether under contract, by Law or otherwise)

(b) Dispute resolution

Disclosures made in the course of any dispute resolution procedure described in section 24.

12.2 A piece of information of the Discloser is not in any case Confidential Information of the Discloser if any of the following applies to that piece of information at the time

(a) Public domain

- It is in the public domain from time to time
- **Exception:** as a result of any breach of a duty of confidentiality owed by the Recipient under this Agreement.

(b) Independently developed

The Recipient can reasonably prove it (or its Affiliates and/or their Personnel) had developed that information independently of its association with the Discloser.

(c) Independently acquired

- The Recipient and/or its Affiliate and/or their respective Personnel receives that information in good faith from a third party in circumstances unconnected with this Agreement.
- **Exception:** where the Recipient knows or has reasonable grounds to suspect that the third party is in breach of confidentiality obligations owed to the Discloser and/or its Affiliate.

(d) Trivial

The information is of a trivial nature.

12.3 **The Recipient's obligations:** the Recipient must comply with all of the following obligations in relation to each piece of Confidential Information of the Discloser in the possession of the Recipient from time to time
To continue for the period indicated in item 12.4

(a) Non-disclosure
(except to the extent permitted in in item 12.5)

The Recipient

- Must keep that Confidential Information strictly in confidence, and
- Must not disclose it or make it available to third parties.

(b) Not to misuse

- The Recipient must not copy, modify, reverse engineer or otherwise use that Confidential Information for any purpose other than for legitimate purposes connected with the relevant parts of the Partnership Activities.
- Without limiting the above, the Recipient must not use that Confidential Information to conduct any venture (whether for profit or otherwise) independently of the Discloser.

12.4 **Period** of the Recipient's obligations in Item 12.3 in relation to each piece of the Discloser's Confidential Information
The later of the following

(a) Agreed period

3 years from the earlier of the following

- The expiry date of this Agreement according to section 5; or
- Any earlier termination date of this Agreement.

(b) Other

Such longer period required by Law in relation to that piece of Confidential Information.

12.5 **Permitted disclosures:** the Recipient is permitted to disclose or make available any Confidential Information of the Discloser

- In any of the following circumstances
- Regardless of item 12.3

(a) Consent

With the prior written consent of the Discloser, subject to the Recipient's compliance with any conditions attached to that consent.

(b) To any of the following

- (i) Personnel
(subject to item 12.6)
- (ii) Advisors etc.
(subject to item 12.6)
- (iii) Public body
(subject to item 12.6)
- (iv) Assignment, novation
(subject to item 12.6)
- (v) Disputes
(subject to item 12.6)
- (vi) Required by Law
(subject to item 12.7)

To the genuine existing or prospective Personnel of the Recipient and/or its Affiliates.

To the Recipient's genuine existing or prospective advisers, contractors, consultants, agents, insurers, funders, shareholders or other investors, or purchasers of the business of, and/or shares in, the Recipient, auditors and banks.

Any public body authorised to review this Agreement.

Any person to whom the Recipient wishes to make a genuine novation and/or assignment of any part of this Agreement.

Relevant third parties engaged for the purpose of resolving disputes under section 24.

To the extent the Recipient is required to disclose or make available the Confidential Information by Law, including without limitation to any of the following:

- A court or similar body.
- A regulatory body.
- A law enforcement body.
- A genuine public auditor, the UK Parliament or other genuine public body, or as required under any FOI Act (as defined in section 13).

12.6 Rules regarding the Recipient disclosing (or making available) any Confidential Information of the Discloser to any person indicated in item 12.5

- To the extent indicated in item 12.5 that this item 12.6 applies
- All of the following

(a) Need to know

- The Recipient may only disclose (or make available) that Confidential Information to that person
- In good faith.
- Only on a strict 'need to know' basis.

(b) Treating unauthorised disclosures etc.

The Discloser may regard any unauthorised disclosure or other misuse of such Confidential Information by any such person as if it were the Recipient's own act.

(c) Separate confidentiality agreement

- The Recipient must require the relevant person to enter into a suitable written confidentiality agreement with the Discloser on reasonable terms.
- But only if requested to do so by the Discloser, acting reasonably and proportionately in the circumstances.

12.7 The Recipient must comply with all of the following if it is compelled by Law to disclose or make available any Confidential Information of the Discloser

(a) Inform

The Recipient must inform the Discloser of the circumstances

- With sufficient detail and accuracy and
- Promptly on becoming aware of the obligation to make the compelled disclosure.

(b) Make person aware

The Recipient must make the person compelling the disclosures aware of the duty of confidentiality owed to the Discloser in relation to the relevant information.

(c) Assist the Discloser to challenge

- The Recipient must provide the Discloser with reasonable and timely assistance on the Discloser's request if the Discloser wishes to challenge the compelled disclosure.
- The Discloser must reimburse the Recipient for the Recipient's reasonable and sufficiently evidenced costs in providing that assistance.

(d) Keep to minimum

The Recipient must keep such disclosures to the minimum it is compelled to disclose or make available.

(e) Exceptions to this item 12.7

- The rest of this item 12.7 does not apply if disclosure is required under any FOI Act.
- This is covered in section 13.

13. Freedom of Information

13.1 What are the FOI Acts for the purposes of this section 13

The Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004.

13.2 Each party (each of them a 'FOI Party') which is subject to any FOI Act

Each party

13.3 In relation to the FOI Party: the extent to which the other party considers any of its information to be 'commercially sensitive' for the purposes of any FOI Act

- To the extent indicated by the other party to the FOI Party in writing from time to time.
- This is for indicative purposes only and is not binding on the FOI Party.

13.4 Consequences if the FOI Party receives a request for information under any FOI Act involving information of the other party (all of the following)

- (a) Rights of the FOI Party
- (b) Extent to which the FOI Party is required to consult etc.
- (c) Consequence if the FOI Party does consult the other party and/or anyone else
- (d) To what this item 13.4 is subject

The FOI Party may make its own determination according to Law as to whether or not to provide that information to the person making the request.

The FOI Party is not obliged under this Agreement to consult the other party or anyone else in relation to that request for information.

The FOI Party is not obliged under this Agreement to have regard to the views of the other party and/or anyone else.

It is subject to the FOI Party complying with the Department of Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000 to the extent that compliance is permissible and reasonably possible.

13.5 Obligations of the other party

- If the other party receives any request under any FOI Act intended for the FOI Party; and/or
- If the other party holds any record on behalf of the FOI Party in connection with the Partnership Activities which is relevant to a request made to the FOI Party under any FOI Act

- (a) Bring matter to attention (if the other party receives any request under any FOI Act intended for the FOI Party)
- (b) Assistance

The other party must promptly bring the matter to the attention of the FOI Party in sufficient time to allow the FOI Party to make the appropriate determinations and (where appropriate) the relevant disclosures.

- The other party must provide the FOI Party with reasonable and timely assistance in complying with the request where appropriate.
- The other party is only required to do so if requested in writing, by the FOI Party.
- That assistance must be sufficient to enable the FOI Party to comply with the request under the FOI Act in accordance with relevant Law.
- This includes (where relevant and without limitation) supplying the FOI Party with records which the other party holds on its behalf in connection with the Partnership Activities

- (c) Other obligations of the other party under this item 13.5

The other party must not respond to that request directly, unless permitted in writing by the FOI Party.

- The FOI Party must reimburse the other party for its reasonable and sufficiently-evidenced costs in complying with the obligations of the other party in this item 13.5.
- The time of the Personnel of the other party or its subcontractors in meeting these obligations may be charged at **£50 per hour + VAT**.

- (d) Who bears the costs of the other party in complying with this item 13.5

14. Processing certain Processed Personal Data

14.1 Data Protection

- Each party is a data controller in relation to all personal data in its possession or control from time to time in connection with this Agreement for the purposes of the Data Protection Legislation.
- That party must comply with the Data Protection Legislation in relation to that personal data.
- Neither party is a data processor on behalf of the other in relation to such personal data for the purposes of this Agreement.

Monitoring

15. Reporting by the County Council

- 15.1 Regular reports which the County Council must supply the Town Council Indicated for each regular report**

- Monthly budget monitoring statements
- The County Council will maintain a NEAT Services Completion Monitoring Tool to track key operational activities against schedules.
- Provide a weekly summary of the monitoring tool information.
- Provide a Monthly Performance Management Report.
- The County Council will be flexible in ensuring that the content of these reports meets the needs of the Partnership Working Group.

Issues outside the County Council's control

16. Definition of 'Uncontrollable Circumstances'

- 16.1 What are 'Uncontrollable Circumstances' in relation to this Agreement (effectively 'force majeure' events)**

Any event or circumstance to which all of the following apply:

- It is outside the County Council's reasonable control; and
- It genuinely prevents the County Council from carrying out its obligations in relation to this Agreement.

16.2 Suspension: the following apply to the right or obligation of the County Council to suspend obligations under this Agreement as a result of relevant Uncontrollable Circumstances

| | |
|---|--|
| (a) Whether the County Council is obliged to suspend or simply permitted to suspend | <ul style="list-style-type: none"> The County Council is only permitted to do so. It is not contractually required to do so. |
| (b) Obligation to communicate | <p>The County Council must communicate its intention to suspend carrying out such obligations as follows</p> <ul style="list-style-type: none"> To the Town Council's Representative or (in any emergency) other suitable Personnel of the County Council; and In writing where reasonably possible. |
| (c) Keeping informed | <p>The County Council must keep the Town Council informed in a proper and timely manner of significant events or circumstances in relevant to the suspension of the relevant obligations.</p> |
| (d) Resumption | <p>The County Council must resume the relevant activities promptly when it is no longer substantially and directly prevented from doing so under the relevant Uncontrollable Circumstance.</p> |

16.3 Consequences if the County Council suspends its obligations according to item 16.2

- All of the following
- As relevant
- To be read independently

| | |
|--|--|
| (a) Right to relief | <p>The County Council shall be relieved of liability (all of the following)</p> <ul style="list-style-type: none"> To any person with rights under this Agreement For failing to carry out any of its obligations under this Agreement To the extent those obligations are suspended under item 16.2. <p>A party's liability to pay them is unaffected.</p> |
| (b) Consequences for the Financial Contributions described in section 6 in relation to any part of the Partnership Activities which is disrupted due to any Uncontrollable Circumstance | |
| (c) Right to take certain steps: the Town Council shall not unreasonably refuse a proposal from the County Council to take certain steps if the County Council's proposal meets all of the following requirements | |
| (i) How the proposal must be made | <ul style="list-style-type: none"> In writing. Communicated to the Town Council's Representative. |
| (ii) Steps that may be proposed | <p>The Town Council and the County Council agreeing to amendments to this Agreement, including (without limitation and where relevant) amendments relating to any of the following to take account of the Uncontrollable Circumstances:</p> <ul style="list-style-type: none"> Extending any deadlines of the County Council in connection with the Partnership Activities. Changing to the financial arrangements between the parties under this Agreement (e.g. increasing any amounts payable by the Town Council to the County Council). Changing the Specification and/or the County Council Response (whether temporarily or permanently) to reduce the burden of the County Council. |
| (iii) Requirements of the proposal | <ul style="list-style-type: none"> It must be reasonable and proportionate. In preparing the proposal, the County Council must have proper regard to the extent to which the suspension of activities as a result of the relevant Uncontrollable Circumstance affected the County Council's ability to carry out its obligations. |
| (iv) Deadline to submit the proposal | <p>The proposal must be submitted no later than 30 days after the County Council has fully resumed its affected activities.</p> |
| (v) If the parties cannot reach agreement on the proposal | <p>It shall be a Relevant Dispute between the parties, to be resolved according to section 24.</p> |

Liability issues

17. Caps and exclusion of liability

| | |
|---|---|
| 17.1 Cap on the liability of the County Council for liabilities described in item 17.4 | <p>Its liability for a calendar year is capped to a refund of Financial Contributions paid by the Town Council to the County Council under this Agreement in the previous 2 months.</p> |
| 17.2 General exclusions of liabilities of the parties in connection with this Agreement | <p>Liabilities of the parties for special, indirect or consequential loss or damage are excluded.</p> |

17.3 The caps and exclusions of a party's liability indicated elsewhere in this Agreement

- Do not apply and shall not be taken into account in calculating any caps on its liability
- To the extent the liability relates to any of the following (each of these is to be read independently)

- (a) Death etc.
- (b) Specific debts
- (c) Not permitted by Law

17.4 Interpretation of caps and exclusions of the liability of a party in this Agreement

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|--|
| Death or personal injury caused by the negligence of that party. |
| <ul style="list-style-type: none"> • Specific debts arising under or in connection with this Agreement including interest accruing on any such debts. • Examples: Financial Contributions under section 6. |
| Anything else to the extent liability cannot be capped and/or excluded by Law. |
| <ul style="list-style-type: none"> • They apply to that party's liabilities of any kind in connection with this Agreement. • Regardless of whether the liability arises in tort, contract, under statute or otherwise. |

Early termination

18. County Council Termination Default Events

Each of the following is a Termination Default Event of the County Council

- To be read independently
- For as long as the relevant circumstances continue to apply to the County Council

General breaches

18.1 Material Breach not capable of being remedied

- The County Council is in Material Breach of this Agreement.
- On a reasonable view, that Material Breach is **not capable of being remedied** by the County Council.

18.2 Material Breach capable of being remedied

- All of the following must apply
- The County Council is in Material Breach of this Agreement.
 - On a reasonable view the Material Breach is capable of being remedied by the County Council.
 - For as long as the County Council has still not remedied the Material Breach
 - To the reasonable satisfaction of the Town Council
 - At the County Council's own cost
 - More than **30 days** after the Town Council has requested the County Council to do so
- The Town Council must have issued its request by notice given strictly according to section 29.
- The Town Council shall not unreasonably refuse consent to a written request by the County Council to an extension of the above deadline if there are delays to the County Council remedying the Material Breach which are significantly due to factors outside the reasonable control of the County Council.

19. Town Council Termination Default Events

Each of the following is a Termination Default Event of the Town Council

- To be read independently
- For as long as the relevant circumstances continue to apply to the Town Council

19.1 Non-payment by the Town Council

If and for as long as all of the following apply

- (a) Amounts overdue
- (b) Not disputed
- (c) No right to delay etc.
- (d) Overdue
- (e) When the County Council may issue the demand described in item (d)
- (f) How the County Council issues the demand described in item (d)

| |
|---|
| Any amount owed by the Town Council to the County Council in connection with this Agreement is overdue. |
| The amount owed is not subject to a genuine dispute which the Town Council is using reasonable and genuine efforts to attempt to resolve. |
| The Town Council has no grounds under this Agreement to refuse and/or to delay payment. |
| The amount (or any part of it) must remain overdue more than 30 days after the County Council has issued a further demand for payment. |
| At any time after the relevant amount first becomes overdue. |
| <ul style="list-style-type: none"> • As a notice strictly according to section 29. • But either hand delivered to, or marked to the attention of, the Escalated Person of the Town Council. |

20. Early termination due to a Termination Default Event

- 20.1 Termination rights of a party ('Terminating Party') if and for as long as a Termination Default Event applies to the other party ('Defaulting Party')
- 20.2 What are the Termination Default Events of the County Council
- 20.3 What are the Termination Default Events of the Town Council
- 20.4 How a Terminating Party terminates this Agreement under this section 20
- 20.5 Effective date on which this Agreement is terminated if a notice is given by the Terminating Party under item 20.4
- 20.6 Consequences for Financial Contributions under section 6 after the Terminating Party gives the notice described in item 20.4
- 20.7 Compensation payable by the Town Council if the County Council is the Terminating Party

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|---|
| The Terminating Party may terminate this Agreement if and for as long as a Termination Default Event applies to the Defaulting Party. |
| See section 18. |
| See section 19. |
| By giving the Defaulting Party a notice as follows: <ul style="list-style-type: none">• Strictly according to section 29.• Setting out in reasonable detail a description of the Termination Default Event of the Defaulting Party. |
| <ul style="list-style-type: none">• On the date the relevant notice is given, or• On any later date indicated in that notice. |
| <ul style="list-style-type: none">• The County Council shall be entitled to the Financial Contributions for work performed up to the effective termination date.• This does not limit the County Council's rights and remedies where the County Council is the Terminating Party. |
| The Town Council shall reimburse the County Council for its reasonable and sufficiently evidenced costs resulting from the termination of this Agreement by the County Council under this section. Such costs may include without limitation, staff redundancy costs in relation to Personnel substantially engaged in the Services and cancellation costs in relation to vehicles and equipment substantially used in connection with the Services. The County Council will seek to minimise these costs by redeploying resources to other teams wherever possible. Redundancy liabilities for the Town Council will be limited to those incurred from the beginning of the first partnership agreement in 2014. The Town Council must pay that reimbursement no later than 30 days after the County Council's written request. |

21. Early termination by a party without a Termination Default Event

- 21.1 Whether a party ('X') may terminate early this Agreement where no Termination Default Event applies to the other party ('Y')
- 21.2 Initial period: any initial period when X may not terminate this Agreement early under this section 21.
- 21.3 How X terminates this Agreement if it wishes to do so under this section 21
- 21.4 Notice period if X terminates this Agreement under section 21
The termination of this Agreement becomes effective at the end of this notice period
- 21.5 Whether
 - The County Council must continue to provide the Partnership Activities as normal during the notice period; or
 - The County Council is required to wind them down during the notice period
- 21.6 Amount or calculation (e.g. formula) of a **termination fee** which the Town Council is liable to pay the County Council if the Town Council terminates this Agreement under this section 21
- 21.7 How the County Council claims the compensation to which the Town Council is liable to pay under item 21.6
- 21.8 Due date by which the Town Council must pay the County Council the compensation to the extent it has been properly claimed

| |
|---|
| <ul style="list-style-type: none">• X may do so according to this section 21.• This section 21 does not limit the termination rights of either party indicated elsewhere in this Agreement. |
| X cannot give the notice described in item 21.3 in the first 12 months from the date of this Agreement. |
| <ul style="list-style-type: none">• By notice in writing given to Y.• The notice must be given strictly according to section 29. |
| Either <ul style="list-style-type: none">• 6 Months minimum after the date the notice described in item 21.3 is given• Any later date or event as indicated in the notice (not being later than the expiry date of this Agreement). |
| The County Council must continue them as normal unless the parties otherwise agree in writing that all or any part of the Partnership Activities are to be discontinued or wound down during the notice period. |
| The Town Council shall reimburse the County Council for its reasonable and sufficiently evidenced costs resulting from the termination of this Agreement by the Town Council under this section. Such costs may include without limitation, staff redundancy costs in relation to Personnel substantially engaged in the Services and cancellation costs in relation to vehicles and equipment substantially used in connection with the Services. The County Council will seek to minimise these costs by redeploying resources to other teams wherever possible. Redundancy liabilities for the Town Council will be limited to those incurred from the beginning of the first partnership agreement in 2014. The Town Council must pay that reimbursement no later than 30 days after the County Council's written request. |
| The County Council must issue the claim strictly according to section 29. |
| 30 days after the claim. |

2. Consequences of termination etc.

- 2.1 Consequences of the expiry or early termination of this Agreement
 - (a) End of Partnership
 - (b) Discontinue

| |
|---|
| The Partnership shall discontinue. |
| The rights, powers, obligations, liabilities, prohibitions and restrictions (or the like of any of these) of the parties in connection with this Agreement shall discontinue. |

| | |
|---|---|
| (c) To what this is subject | This is subject to item 22.3 in relation to those which continue after the date of the expiry or early termination of this Agreement. |
| 22.2 Examples of the rights, powers, obligations, liabilities, prohibitions and restrictions (or the like of any of these) which are to discontinue for the purposes of item 22.1 to the extent relevant to this Agreement Other than those which continue under item 22.3 | |
| (a) Providing the Partnership Activities | Any obligation of either party under this Agreement to carry out the Partnership Activities (or relevant part). |
| (b) Financial Contributions | Liability of the Town Council to continue to pay any Financial Contributions under section 6. |
| 22.3 Continuing rights, obligations etc.: the following rights, powers, obligations, liabilities, prohibitions and restrictions (or the like of any of these) of the parties to this Agreement | |
| • Shall continue until they are completed, until they expire, or indefinitely (as relevant according to this Agreement) | |
| • Regardless of the expiry or early termination of this Agreement. | |
| • Each of these are to be read independently | |
| (a) Already arisen, accrued | Those in connection with this Agreement which had already arisen or accrued on or before the date of expiry or early termination of this Agreement. |
| (b) Relating to certain events or circumstances | Those which relate to events or circumstances <ul style="list-style-type: none"> • Which are connected with this Agreement; and • Which occurred on or before the date of expiry or early termination of this Agreement. |
| (c) Interest | Any interest accruing on any debts in connection with this Agreement which relate to events or circumstances which had already occurred or arisen on or before the date of expiry or early termination of this Agreement. |
| (d) Continuing nature | Those in connection with the Agreement which are expressed (or which are reasonably implied) in this Agreement to continue after the date of expiry or early termination of this Agreement. |
| Miscellaneous | |
| 23. Local authority powers | |
| 23.1 Status of a party ('X') in its capacity as a local authority | |
| (a) Right to carry out powers etc. | Nothing in this Agreement in any way affects the right of X as a local authority to exercise (or to not exercise) any of its statutory powers and/or its statutory functions. |
| (b) Examples | Without limiting this, this includes the power of X to grant or not to grant any kind of application for planning, any particular licence or the like of any of these which is submitted by any other party, even if it results in any activities contemplated in this Agreement being unable to commence or continue. |
| (c) Interpretation | The above paragraphs shall apply even if the exercise (or non-exercise) of such powers and functions causes either party to breach its obligations under this Agreement. |
| 24. Dispute resolution | |
| 24.1 Purpose of this section 24 | |
| 24.2 Obligations of the Town Council if its Affiliate is a Disputing Party | To set out arrangements for the resolution of any dispute between the Town Council and/or its Affiliates and the County Council (each of them is a 'Disputing Parties') in connection with this Agreement (each such dispute is a 'Relevant Dispute'). If an Affiliate of the Town Council is a Disputing Party, the Town Council shall use reasonable endeavours to ensure the Affiliate complies with this section 24 in relation to the Relevant Dispute. |
| 24.3 First step - resolution by Representatives | <ul style="list-style-type: none"> • The Disputing Parties shall direct their Representatives to use their reasonable endeavours to resolve the Relevant Dispute in a timely manner and in good faith. • The Disputing Parties shall bear their own costs in doing so. |
| 24.4 Next step: if the Disputing Parties' Representatives cannot resolve the Relevant Dispute within 30 days | <ul style="list-style-type: none"> • The Disputing Parties shall escalate the matter to the Partnership Formal Resolution Process in Appendix 2. • The Disputing Parties shall bear their own costs in doing so. |
| 24.5 If the Relevant Dispute has not been resolved the Disputing Parties must attempt to resolve the Relevant Dispute by mediation, according to all of the following | |
| (a) How the Disputing Parties are to commence the mediation | <ul style="list-style-type: none"> • By either Disputing Party giving the other Disputing Party a notice (strictly according to section 29) requesting mediation. • Such notice must summarise in reasonable detail the Relevant Dispute (as understood in good faith by the Disputing Party giving that notice). |

| | |
|---|---|
| (b) Mediation procedure the Disputing Parties are to use | The Model Mediation Procedure of the Centre for Effective Dispute Resolution or the comparable rules of any successor body ("Centre"). |
| (c) How the Disputing Parties must appoint the mediator | <ul style="list-style-type: none"> By agreement of the Disputing Parties (acting promptly and in good faith). They shall appoint a suitably qualified, independent mediator. If they cannot agree on a mediator within 14 days of first considering the issue, they shall request the Centre to recommend a mediator. The Disputing Parties must accept the person who is recommended unless there are genuine and serious concerns about that person's independence. |
| (d) General obligations of Disputing Parties in the course of the mediation | The Disputing Parties must act generally in good faith in attempting to resolve the Relevant Dispute. |
| All of the following | The Disputing Parties must co-operate fully and promptly with the mediator, including promptly doing such acts (including signing a document substantially in the form of the Centre's model agreement in force from time to time) as the mediator reasonably requires. |
| (i) Good faith | The Disputing Parties must direct their respective Personnel to attend and cooperate with the mediation properly and in good faith, as reasonably necessary. |
| (ii) Cooperation | <ul style="list-style-type: none"> The Disputing Parties must carry out the mediation in strict confidence. A Disputing Party shall not be regarded as having breached its confidentiality obligations in this Agreement (see section 12) if the Disputing Party or its Affiliate or their respective Personnel or other agent makes disclosures of Confidential Information of the relevant Discloser for purposes connected with the mediation. |
| (iii) Directions to Personnel | The parties acknowledge that anything said or done by a Disputing Party in the course of the mediation shall not in itself prejudice its rights in any later proceedings between it and the other Disputing Party. |
| (iv) Confidentiality | The Disputing Parties shall not engage (in connection with further proceedings involving the Relevant Dispute) the mediator as an advisor and/or to call him/her as a witness. |
| (e) Without prejudice | <ul style="list-style-type: none"> The Disputing Parties shall share equally the costs of engaging the mediator They shall otherwise bear their own costs in connection with the mediation. |
| (f) Engagement | |
| (g) How mediation costs are to be borne | |

25. Relationship between the parties

- 25.1 Relationship between the parties created by this Agreement
- 25.2 Relationships between the parties which are not created by this Agreement (each of the following)
- (a) Partnership
- (b) Principal-agent
- (c) Employment

The relationship of public bodies engaged in cooperative activity.

Any partnership between the parties for the purposes of the Partnership Act 1890.

- Any relationship of principal and agent between the parties authorising one party to do anything (e.g. incur liabilities or obligations, make statements) on behalf of the other party.
- Exception:** to the extent otherwise clearly indicated or reasonably implied elsewhere in this Agreement.

Any employment relationship (or the like) between a party and/or its Affiliates and the Personnel of the other party and/or that other party's separate contractors and/or Affiliates.

26. Assignment and novation

- 26.1 If a party to this Agreement ("X") wishes to assign, transfer or the like any of X's rights, powers and benefits under this Agreement to another person, whether the consent of the other party to this Agreement ("Y") is required
- 26.2 If X wishes to novate this Agreement to a third party, whether Y's consent is required

- X may not do so without Y's prior written consent.
- Y may not unreasonably withhold that consent.

- X may not do so without Y's prior written consent.
- Y may not unreasonably withhold that consent if the third party is X's Affiliate or is another public body.
- Y's consent in all other cases is at its discretion.

27. Entire agreement

- 27.1 Status of this Agreement
- 27.2 Status of any previous agreements entered between the parties on the subject matter of this Agreement

Subject to this section 27, this Agreement represents the entire agreement between the parties on the subject matter of this Agreement.

They are fully extinguished immediately when this Agreement is executed.

27.3 Liability of a party in relation to any statement, warranty, representation, opinion or prediction of the future which that party may have made which is not described in this Agreement and/or any document clearly cross-referenced in it

To the fullest extent permitted by Law:

- These are excluded from this Agreement.
- That party's liability in relation to any of these is excluded.
- This does not exclude any party's liability for fraudulent misrepresentation.

28. Third party rights

28.1 Rights of third parties with rights under this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999

These are excluded to the fullest extent permitted by Law.

29. Notices

29.1 To what this section 29 applies

It applies to all of the following:

- Communications between the parties described as 'notices' in this Agreement.
- Any other communications between the parties which are expressed in this Agreement to be subject to this section 29.

The formalities in this section 29 are not required in relation to other communications between the parties.

29.2 To whose attention a notice or other communication described in item 29.1 is to be addressed if sent to a party

To the party's Representative at the time.

29.3 Methods by which notices must be given to be valid (in at least one of the following ways)

| Method | When notice is deemed to have been given |
|--|---|
| Hand delivery to the recipient's Representative | On the date it is given to him/her. |
| By registered mail or courier to the recipient's last known address (addressed to the recipient's Representative unless otherwise indicated) | The earlier of the following: <ul style="list-style-type: none"> • The date of actual receipt of the notice, as sufficiently evidenced by Royal Mail or the courier. • 2 Business Days after the day it was sent (as evidenced by the post mark, despatch notice or other relevant evidence), unless it is returned as undelivered. |

29.4 Whether an exchange of e-mails or sending faxes is sufficient for the relevant notices or other communications described in item 29.1

- No.
- This does not prevent use of e-mail or faxes for less formal communications between the parties.

30. Amendments

30.1 How this Agreement is to be validly amended (no other way is valid)

- By agreement in writing between the Town Council and the County Council.
- The relevant document must clearly indicate an intention to amend this Agreement.
- **If no consideration is indicated in the relevant document:** the parties shall pay each other £1.00 as consideration, which they consider reasonable.

31. Remedies

31.1 If this Agreement refers to a particular remedy in a particular circumstance

This does not in itself exclude the availability of any other remedy in that circumstance (unless otherwise clearly indicated).

31.2 Whether available remedies described in this Agreement are cumulative

Yes.

31.3 If a person with rights under this Agreement pursues a particular remedy in particular circumstances

That shall not in itself prevent that person from pursuing other available remedies in those circumstances (whether those remedies arise under common law, equity, statute or otherwise).

31.4 Acknowledgements of the parties in relation to seeking remedies other than damages

- Damages may not always be an adequate remedy of a person with rights under this Agreement in particular circumstances.
- Accordingly, that person may (without being required to prove special damage, and where permitted by Law) obtain other remedies available to that person (whether arising under common law, equity, statute or otherwise), including without limitation, injunctions and/or specific performance.

32. Severability

32.1 If any part of this Agreement is held by any court (or equivalent body) to be invalid or unenforceable for any reason

The parties to this Agreement shall do the following

First step: if reasonably possible, the parties shall use reasonable efforts to agree to modify the affected part to the minimum extent necessary to enable that part (and the rest of this Agreement) to be valid and enforceable, whilst keeping the original intention of the parties intact as far as reasonably possible.

Second step if the first step is not reasonably possible: the entire part shall be severed from this Agreement unless

- It alters the fundamental nature of this Agreement or
- It is against public policy to do so.

32.2 About the remaining parts of this Agreement not described in item 32.1

They shall remain in full force and effect.

33. Waivers

33.1 Strict requirements for a waiver of a party's rights or powers in connection with this Agreement to be binding on that party

Only if all of the following apply to the waiver (and not otherwise):

- It is clearly indicated to be a waiver of the relevant right or power.
- It is in writing.
- It is properly authorised by that party.

33.2 Other rules regarding waiver of any party's right or power in connection with this Agreement

- Delay or failure to exercise that right or power shall not in itself be a valid waiver of it.
- A waiver of that right or power on one occasion does not (except to the extent otherwise indicated in that waiver) in itself constitute a waiver of the same right or power on a later occasion, and does not affect any other right or power.

34. Governing law and jurisdiction

34.1 Law under which this Agreement is to be interpreted and generally governed

English law.

34.2 Jurisdiction to exclusively apply to disputes arising in connection with this Agreement.

English courts.

This is subject to the dispute resolution arrangements in section 24

Definitions and interpretation

35. Definitions

Except to the extent the context otherwise requires (and except to the extent otherwise indicated elsewhere in this Agreement), the following capitalised words or expressions shall have the following meaning when used in this Agreement (a word or expression not defined below shall be defined according to 1) if there is a common meaning according to industry or trade, it shall have that meaning, or otherwise 2) it shall have the meaning given in the Oxford English Dictionary)

| Defined term | Definition |
|------------------------------------|---|
| Affiliate | <ul style="list-style-type: none"> • In relation to a person, any other entity which controls that person, is controlled by that person or is under the same common underlying control as of that person. • For this purpose, a person ('X') will be regarded as having control over another person ('Y') if X alone (and without being subject to the further direction of any other person) directly or indirectly possesses the power (whether by the direct or indirect holding of voting shares or otherwise) to direct the management and policies of Y on all matters. |
| Business Day | Any day except a Saturday, Sunday or any official bank or public holiday in England. |
| Centre | The Centre for Effective Dispute Resolution or a successor body. |
| Confidential Information | In relation to a Discloser, as indicated in section 12. |
| Data Protection Legislation | Each of the following to the extent relevant <ul style="list-style-type: none"> • GDPR. • The Law Enforcement Directive (Directive (EU) 2016/680) • The Data Protection Act 2018 • Any additional or replacement Law from time to time relating to the processing and protection of personal data or the like of individuals and privacy. |
| Defaulting Party | See section 20. |
| Discloser | A party to this Agreement (and its relevant Affiliate where indicated) in relation to its respective Confidential Information. |
| Disputing Party | See item 24.1. |
| Financial Contributions | The charges payable by the Town Council to the County Council according to section 6. |
| FOI Act | Each piece of legislation described as such in item 13.1. |
| FOI Party | Each party identified as such in item 13.2. |
| GDPR | The General Data Protection Regulation (Regulation (EU) 2016/679). |
| Intellectual Property | Copyright, trade marks (whether registered or otherwise), service marks (whether registered or otherwise), patents, design rights (whether capable of registration or otherwise), registered designs, domain names, know how rights, rights in relation to databases, trade secrets, rights to take action for passing off, and all other relevant intellectual property rights as ordinarily recognised as such throughout and in any parts of the world, and in relation to the questions so listed in this definition, all registrations, pending registrations, reversions, extensions and renewals of such rights. |

| Defined term | Definition |
|-----------------------------|--|
| Law | <p>Any of the following applicable to a party from time to time (to be read independently)</p> <ul style="list-style-type: none"> Any statute, regulation, bye-law, order, subordinate legislation or the like of any of these. Any directive or other European instrument (to the extent it is binding on the party) Any treaty Any judgement, rule of common law or equity Any order of a competent court, tribunal, arbitrator or the like of any of these Any permit, permission (e.g. planning permission) consent, licence, statutory agreement and authorisation (or the like of any of these) required by law and affecting the relevant person and its activities in connection with this Agreement from time to time. Any guidance or the like issued by authorised government bodies (whether legally binding or not) Anything else imposed by any governmental body (in its capacity as such) having a legally binding effect on the respective activities of any party in connection with this Agreement from time to time. |
| Material Breach | <ul style="list-style-type: none"> In relation to a party to this Agreement, a breach of this Agreement by that party (including an anticipatory breach of this Agreement by that party or a breach of any warranty or representation given by that party under this Agreement) Which has significant (and not trivial) consequences for the other party. |
| Partnership | The partnership established and conducted by the parties according to this Agreement. |
| Partnership Activities | The activities of the parties in connection with the Partnership as described in item 3.1. |
| Personnel | In relation to a firm or other organisation, any individual genuinely appointed or otherwise engaged by that firm or other organisation as an officer, employee, worker, consultant, trustee, elected member, member of any partnership, agent, intern, seconded person, volunteer, adviser or contractor (or the like of any of these but other than the other party to this Agreement). |
| Recipient | A party in relation to the Confidential Information of a relevant Discloser. |
| Relevant Dispute | See item 24.1. |
| Representative | <p>In relation to a party, the current person (and if more than one, each of them individually) who holds that role according to this Agreement, or his/her replacement from time to time including:</p> <ul style="list-style-type: none"> Where the relevant individual is absent from time to time: any other individual deputising for him/her, as decided by the relevant party. Where the position is vacant from time to time: the Escalated Person of the relevant. |
| Specification | <ul style="list-style-type: none"> The specification annexed to (and forming part of) this Agreement Including any other document which (according to this Agreement) is deemed to form part of the Specification. |
| Terminating Party | See section 20. |
| Termination Default Event | <ul style="list-style-type: none"> In relation to the County Council: each event or circumstance described in section 18. In relation to the Town Council: each event or circumstance described in section 19. |
| Uncontrollable Circumstance | As indicated in section 16. |

36. Interpretation

Except to the extent the context otherwise requires (and except to the extent otherwise indicated elsewhere in this Agreement), this Agreement shall be interpreted as follows

36.1 Headings

36.2 Consents, approvals

36.3 Definitions

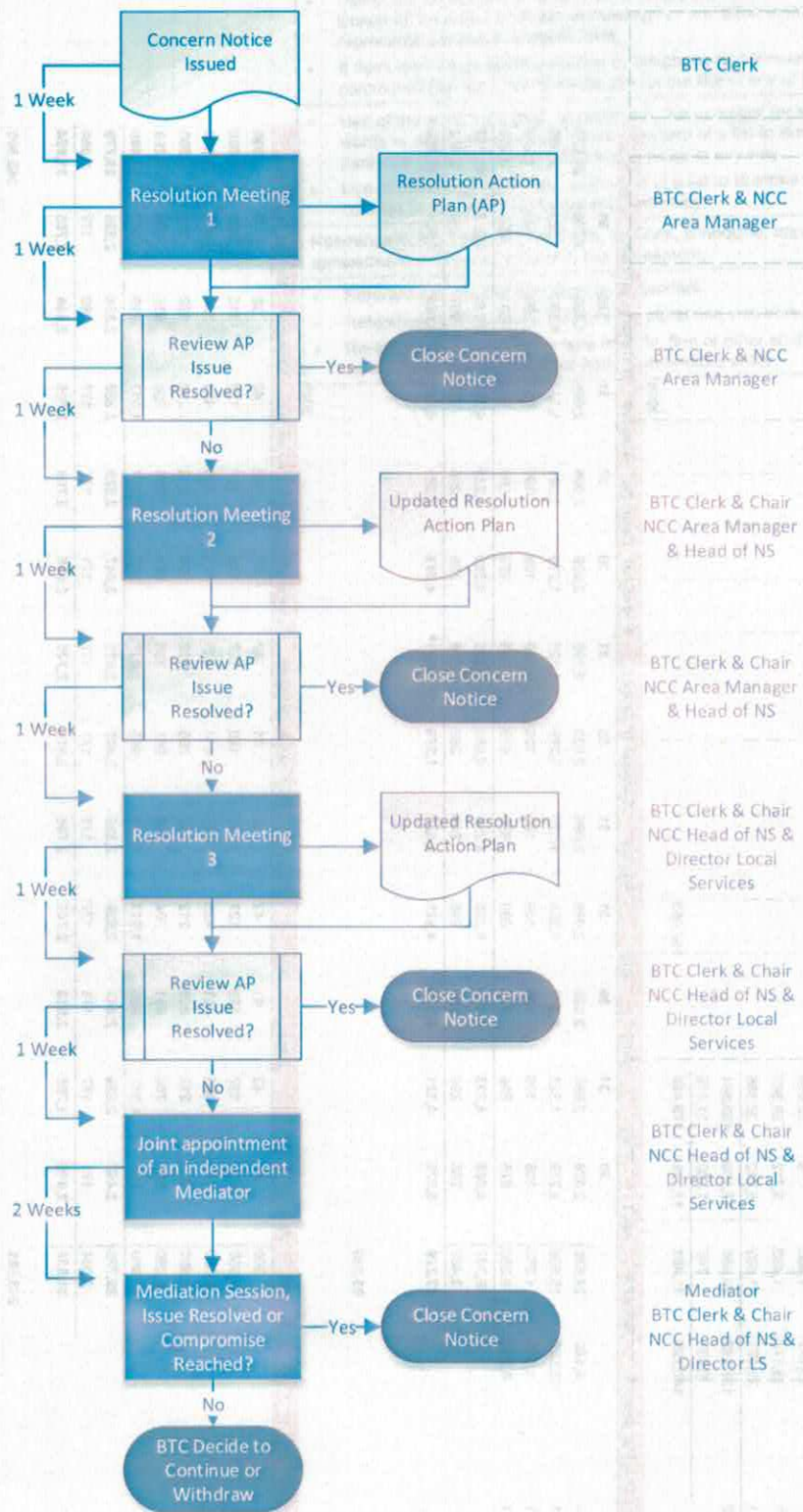
36.4 Statutes, codes etc.

36.5 If any obligation of a party is indicated to be a 'reasonable endeavours' obligation

| | |
|---|--|
| Headings do not affect the interpretation of this Agreement. | |
| <ul style="list-style-type: none"> Where consent, approval, permission or the like of a person is not to be unreasonably refused, also cannot be unreasonably delayed or subject to unreasonable conditions. Where consent, approval, permission or the like of a person is to be at that person's discretion, that person <ul style="list-style-type: none"> Shall not be obliged to respond to a request for it; and Shall not be obliged to give reasons for its decision (including any decision not to respond); and Excludes (to the fullest extent permitted by Law) that person's liability to any person for any reason given for that decision (including any decision not to respond). | |
| If a word or phrase is defined in this Agreement, its other grammatical forms have a corresponding meaning. | |
| Reference in this Agreement to any statute, code or the like includes reference to any amending, replacing, modifying or consolidating statute, code or the like on substantially similar subject matter. | |
| <p>That party will be considered to have discharged that obligation if all of the following applies</p> <ul style="list-style-type: none"> That party has chosen at least one path to carry out that obligation. That path is reasonable in the circumstances (including any reasonable views of the other party expressed on the matter in good faith). That party has used reasonable efforts to carry out the obligation using that path, regardless of whether the outcome necessarily met the requirements of this Agreement. | |

| | | |
|-----------------------|--|--|
| 36.6 'In writing' | <ul style="list-style-type: none"> • Use of the expression 'in writing' (or a similar word) includes (but is not limited to) an e-mail or facsimile message or any other methods of representing words in a visible form. • It does not include communication by telephone text messages or communication via a social media site (or the like of any of these). | |
| 36.7 'Including' | <ul style="list-style-type: none"> • Use of the word 'including', 'in particular', 'for example' (or a similar words or expressions) at the commencement of a list to illustrate a particular concept does not limit that concept in any way. • Use of the abbreviation 'etc.' at the end of a list to illustrate a particular concept does not limit that concept in any way. | |
| 36.8 Items etc. | Reference in this agreement to items, sections, schedules, appendices or annexures is reference to those in this Agreement. | |
| 36.9 Other references | <ul style="list-style-type: none"> • Reference to one gender refers to all genders • Reference to the singular includes the plural and vice versa • Reference to any particular type of body, firm or other entity includes reference to any other type of body, firm or other entity. | |

Blyth NS Partnership Formal Resolution Process



Blyth Partnership 2019 - 2024: Chosen Options Summary Table

Table highlighting the key aspects of the Core Service and the Chosen Enhancement Options

| Comparator | Core Service 2019/20 | Chosen Enhancement Option |
|--|--------------------------------|--|
| Cost | £794,740 | £252,546 |
| FTE number of staff predominantly undertaking Grounds Maintenance duties | 7.9 (5 plus 5 seasonals) | 4 |
| FTE number of staff predominantly undertaking Street Cleansing duties | 11.24 (10.08 plus 2 seasonals) | 3 |
| Ride on Mowers | 7 | 4 |
| Tipplers (2 caged) | 4 | 1 |
| Small/medium mechanical sweeper | 2 | 1 |
| Estimated number of grass cuts | 10 - 13 | 17 - 19 |
| Street cleansing enhancement | None | Additional compact sweeper significantly increasing pavement sweeping across the town, a dedicated operative working in and around the town centre and an additional litter team facilitating a new zonal system of cleaning delivered by 3 dedicated litter teams almost doubling litter collection visits to housing estates |

Chosen Additional Enhancement to Weekend Working

Cost: £18,299

An additional operative dedicated to weekend working in Blyth, undertaking street cleansing activity over 8 hours every Saturday and 8 hours every Sunday.