

**Memorandum of Agreement**

**between**

**Breckland District Council**

**And**

**South Holland District Council**

**relating to  
an integrated Shared Management  
Structure & Joint Working between  
the two Councils**

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# Memorandum of Agreement

**Dated:**

## **The Parties**

(1) **Breckland District Council** whose principal office is at Elizabeth House, Walpole Loke, Dereham, Norfolk NR19 1EE ('Breckland District Council')

**and**

(2) **South Holland District Council** whose principal office is at Council Offices, Priory Road, Spalding, Lincolnshire PE11 2XE ('South Holland District Council').

## **1. Introduction**

1.1 This Memorandum of Agreement between the Parties sets out:

- a) The purpose and aims of the shared management structure and joint working; and
- b) The basis on which the Parties shall operate.

## **2. Background and Overview**

2.1 Section 113 (1) of the Local Government Act 1972 provides that a local authority may enter into an agreement with another local authority for the placing at the disposal of the latter for the purposes of their functions, on such terms as may be provided by the agreement, of the services and officers employed by the former.

2.2 At their meetings on 28 July 2010 and 12 August 2010 South Holland District Council and Breckland District Council respectively decided to prepare proposals for an integrated shared management structure covering joint working between the Councils.

2.3 At its meeting on 11 August 2010 South Holland District Council agreed to the secondment of its Chief Executive, Mr Terry Huggins, to Breckland District Council for 50% of his time and at its meeting on 12 August 2010 Breckland District Council approved the appointment of Mr Terry Huggins as its Chief Executive and Head of the Paid Service in a joint arrangement with South Holland District Council.

2.4 The requirements of the shared management structure are:

- To make financial savings to the combined staffing costs of the existing management structures exceeding 35% plus other consequential savings.
- To provide adequate management capacity to both authorities.
- For each council to individually continue to exercise democratically accountable local government in their respective areas and have their

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own governance arrangements whilst sharing management of internal and external services.

- o To provide opportunity and ease the transition to more joint commissioning of services and sharing resources.
- o To be capable of both contraction for example as client roles for external services are combined and expansion for example if a third local authority wished to join, without the need to fundamentally redesign the structure.

2.5 Although the shared management structure may provide opportunities and ease the transition to joint commissioning of services and sharing resources, this agreement does not commit either council to the commissioning of joint services.

2.6 At their meetings on [redacted] date the Councils resolved to enter into this Agreement.

**NOW IT IS HEREBY AGREED as follows**

**3. Definitions**

In this Agreement the following terms shall have the following meanings:

<b>Term</b>	<b>Meaning</b>
Chief Executive	the Chief Executive of the Councils
Clause	Clause in this Agreement
Commencement Date	[redacted] 2011
Council	South Holland District Council or Breckland District Council as the case may be
Councils	both South Holland District Council and Breckland District Council
Executive Arrangements	construed in accordance with Part II of the Local Government Act 2000
Expenses	shall be interpreted in accordance with Clause 7
Intellectual Property Rights	all rights available for the protection of any discovery invention name design process or work in which copyright or any rights in the nature of copyright subsist and all patents copyrights registered designs design rights trade marks service marks and other forms of protection from time to time subsisting in relation to the same including the right to apply for any such

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	protection and trade secrets and other unpublished information
The Joint Committees	the Joint Executive Board and the Joint Staffing Committee
The Joint Executive Board	the Joint Executive Board established by the Cabinet at South Holland District Council and the Executive at Breckland District Council
The Joint Staffing Committee	the Joint Staffing Committee established by the resolutions of the Councils on [REDACTED]
Shared Management Structure	Managers employed within the joint structure who shall be appointed by one Council and placed at the disposal of the other Council.
Shared Senior Management Team	the Shared Senior management Team established by Clause 6
Section 151 Officer	the officer appointed under Section 151 of the Local Government Act 1972

### 4. Preliminary

4.1 This Agreement is made pursuant to

- (a) Sections 101 and 102 of the Local Government Act 1972 (delegation to joint committees);
- (b) Section 112 of the Local Government Act 1972 (duty to appoint officers);
- (c) Section 113 of the Local Government Act 1972 (power to place staff at the disposal of other local authorities);
- (d) Section 2 of the Local Government Act 2000 (power to promote economic social and environmental well-being);
- (e) Sections 14 and 20 of the Local Government Act 2000 and The Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000/2851 (joint arrangements for the exercise of executive functions)

and all other enabling powers.

4.2 This Agreement has been entered into by the Councils by virtue of the resolution of the Councils of the [REDACTED]

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4.3 This Agreement shall commence on the Commencement Date and subject to Clause 8 (Termination and Review) shall continue in full force and effect until the Parties agree to terminate it.

### 5. The Joint Committees

5.1 The Councils have established the Joint Committees.

5.2 The Joint Committees shall have the terms of reference agreed by the Councils on [REDACTED] or such other amended terms of reference as they may recommend to the Councils and as the Councils shall approve.

5.3 The Joint Executive Board shall not be a formal joint committee within the meaning of the Local Government Acts unless and until resolved otherwise.

5.4 The Joint Staffing Committee shall be a joint committee within the meaning of section 101 (5) of the Local Government Act 1972 and shall be politically balanced for each Council in accordance with Part I of the Local Government & Housing Act 1989.

5.5 The Joint Staffing Committee shall be serviced by Breckland District Council in accordance with its constitution and the Joint Executive Board shall be serviced by South Holland District Council in accordance with its constitution unless otherwise agreed in writing between the Councils and where there is any conflict with the terms of this Agreement then this Agreement shall prevail.

5.6 Notwithstanding Clause 7 (Financial Arrangements) below each Council shall meet any cost that they incur arising from meetings of the Joint Committees.

5.7 The Joint Committees shall take into account advice from the Senior Officers and officers of the Councils.

5.8 The Joint Executive Board shall meet on at least four occasions a year. One of those meetings shall be scheduled to ensure that any proposed salary budgets can be properly and fully considered by each of the Councils as part of their respective budget-making processes.

5.9 The Joint Staffing Committee shall meet as and when necessary having regard to its terms of reference.

5.10 Where decisions are taken by the Joint Committees the following principles and conditions shall apply:

- (a) the Joint Committees shall have proper regard to any relevant resolution of one Council provided that such resolution is not to the detriment of the other Council;
- (b) the Joint Committees shall satisfy themselves that any inter Council consultation has been carried out;

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- (c) the taking of decisions shall be subject to there being appropriate and adequate budgetary provision by the Councils;
- (d) any decision which could have legal implications shall be taken in consultation with the Legal Adviser;
- (e) any decision which could have financial implications shall be taken in consultation with the Section 151 Officer;
- (f) any decision which could involve the exercise by the Monitoring Officer of any of his or her powers shall be taken in consultation with him or her or in his or her absence the Deputy Monitoring Officer.

5.11 The Joint Committees shall not be bodies corporate or have the functions of acquiring or holding assets employing staff or entering into contracts.

### **6. The Shared Management Structure and the application of section 113 of the Local Government Act 1972**

- 6.1 The Councils agreed at their respective meetings on 15 December 2010 and 16 December 2010 a shared management structure which is attached as a Schedule to this Memorandum of Agreement.
- 6.2 Staff within Shared Management Structure may be employed by either one of the Councils and having been so employed shall forthwith be placed at the disposal of the Council who is not their employer.
- 6.3 For superannuation purposes service rendered by an officer of one of the Councils whose services are placed at the disposal of the other in pursuance of section 113 of the Local Government Act 1972 and hence in pursuance of this Agreement is service rendered to the Council by whom he/she is employed but any such officer shall be treated for the purposes of any enactment relating to the discharge of functions as an officer of the other Council and members of the Shared Management Team may act and shall have powers to act under the constitutions of the Councils.
- 6.4 The members of the Shared Senior Management Team shall divide their time fairly and reasonably between the Councils and shall not show bias towards one Councils vis-à-vis the other.
- 6.5 The Chief Executive shall be the shared Head of Paid Service in respect of the workforce of the Councils. The Chief Executive shall lead the Shared Senior Management Team. Membership, frequency of meetings, terms of reference and other matters relating to the Senior Management Team shall be at the discretion of the Chief Executive.
- 6.6 By January 2011 or by such other date as may be resolved by the Councils the Councils shall appoint officers to fill the posts within the Shared Management Structure servicing the Councils.

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6.7 The Councils shall agree in writing financial arrangements as to the allocation of pension contributions including those relating to payments due in respect of the pension deficits of the two Councils upon the transfer appointment to or employment of staff within the Shared Senior Management Team.

### 7. Finance

7.1 The costs and savings arising from the creation of the Shared Senior Management Team shall be apportioned as follows:

7.1.1 the costs of officer time and travel in supporting the project through the evaluation to implementation of the Shared Senior Management Team shall be absorbed by the employing authority;

7.1.2 the one-off costs of external support to facilitate the Shared Senior Management Team including project management and recruitment consultants shall be apportioned equally;

7.1.3 the one-off redundancy and associated pension strain costs shall be apportioned equally;

7.1.4 the ongoing salary and on-costs superannuation national insurance training travel and incidental costs of the Shared Senior Management Team and the costs incurred in managing the Joint Committee shall be apportioned equally unless there are material factors that dictate that a different apportionment is appropriate in any particular financial year

7.1.5 any proposal to apportion or share on-going costs other than on an equal shares basis in a particular year shall only be made following a resolution of each Council's Executive on the recommendation of the Joint Senior Management Board and in the case of an apportionment that is a departure from the budget of each Council by its full Council.

7.2 The Section 151 Officer shall account to each of the authorities annually regarding the expenses of the Shared Senior Management Team by not later than 30<sup>th</sup> June following the end of the financial year and shall render valid VAT invoices accordingly.

7.3 Costs incurred upon termination shall be apportioned in accordance with clause 8 below.

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### 8. Termination and Review

- 8.1 This Agreement shall continue Date unless terminated in accordance with this Clause 8 PROVIDED ALWAYS THAT the provisions of Clause 8 shall be subject to any other provision of this Agreement extending financial liability beyond termination.
- 8.2 Subject always to the other sub paragraphs of this Clause 8 this Agreement may be terminated either unilaterally by one Council acting by its full Council only after a decision by one or both of the Joint Committees that the withdrawing Council is unable to accept or by agreement by both Councils acting by the full Councils on the recommendation of one of the Joint Committees.
- 8.3 Where one of the Councils proposes to withdraw from the Agreement for whatever reason that Council shall prepare a report to the one or both of the Joint Committees setting out its reasons. If the Joint Committees either or both of them acting reasonably cannot remedy the problem and such remedy may include invoking Clause 11 (Dispute Resolution) below within a reasonable time to the reasonable satisfaction of the Council proposing to withdraw then the Council proposing to withdraw shall be at liberty acting always under its constitution to withdraw from this Agreement.
- 8.4 Where the reasons for the proposed withdrawal involve a proposal by an employing Council to suspend dismiss or discipline a particular member of that Council's staff and the Joint Staffing Committee acting reasonably cannot remedy the problem within a reasonable time to the reasonable satisfaction of the Council proposing to withdraw and such remedy may include invoking Clause 11 (Dispute Resolution) below then the employing Council shall be at liberty acting always under its constitution to suspend dismiss or discipline and withdraw from this Agreement.
- 8.5 Where the reasons for the proposed withdrawal involve a proposal by a Council to suspend dismiss or discipline a particular member of the other Council's staff and the Joint Staffing Committee acting reasonably cannot remedy the problem within a reasonable time to the reasonable satisfaction of the Council proposing to withdraw and such remedy may include invoking Clause 11 (Dispute Resolution) then the Council so proposing shall be at liberty acting always under its constitution to withdraw from this Agreement.
- 8.6 Where either of the Councils terminates or withdraws from this Agreement they shall do so by giving to the other not less than six months' prior written notice and such a decision to terminate or withdraw may only be made by the Councils acting by their full Council.
- 8.7 In the event of a termination for any reason the Councils shall:

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- (a) co-operate in terminating modifying restructuring assigning or novating contractual arrangements entered into to mutual advantage and properly and timeously execute any documents necessary;
  - (b) use best endeavours to secure an amicable financial settlement;
  - (c) immediately transfer or return any property including data belonging to the other Council;
  - (d) ensure that each Council is allocated a fair and reasonable proportion of the members of the Shared Senior Management Team subject to any necessary actions being taken as required by employment law or by the policies of the transferring council so that (1) each Council can maintain continuity in the provision of its services at the same level of effectiveness and efficiency as if this Agreement had not been terminated and (2) they become employed by the Council to which they are transferred.
- 8.8 In the event of a termination however and whenever occurring the costs consequential upon such termination including costs of recruitment selection administration but not salary costs after the date of termination shall be apportioned equally between the Councils and each Council shall indemnify and keep indemnified the other Council in respect of that Council's share from and against any actions and causes of action claims demands proceedings damages losses costs charges and expenses whatsoever arising from or in connection with such termination or withdrawal and such indemnity shall continue after the termination of this Agreement.
- 8.9 The Councils may review and seek to amend this Agreement from time to time and in any event shall carry out a review as to the efficacy and relevance of its terms upon every second anniversary of the Commencement Date. All changes arising upon such reviews shall only take effect upon the completion and sealing of a formal amending Agreement.
- 8.10 No deletion, addition or modification to this Agreement shall be valid unless agreed in writing and sealed by the Councils.
- 9. Head of Paid Service: Application of section 4 of the Local Government and Housing Act 1989**
- 9.1 The Chief Executive has been appointed Head of paid Service by the Councils.
- 9.2 The Councils shall provide that officer with such staff accommodation and other resources as are in his opinion sufficient to allow his duties to be performed.
- 9.3 It shall be the duty of the Head of paid Service where he considers it appropriate to do so in respect of any proposals of his with respect to any of the matters specified below to prepare a report to either one or both of the Councils setting out his proposals. The matters are:

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- 9.3.1 the manner in which the discharge by either one or both of the Councils of their different functions is co-ordinated;
  - 9.3.2 the number and grades of staff required by the Councils for the discharge of their functions;
  - 9.3.3 the organisation of the staff of the Councils; and
  - 9.3.4 the appointment and proper management of the staff of the Councils.
- 9.4 It shall be duty of the Head of Paid Service as soon as practicable after he/she has prepared such a report to arrange for a copy of it to be sent to each member of either one or both of the Councils.
- 9.5 It shall be the duty of each of the Councils separately to consider any such report by the Head of Paid Service at a meeting held not more than three months after copies of the report are first sent to members of one or both of the Councils.

### **10. Head of paid Service: Supplementary**

- 10.1 Without prejudice to Clause 9 above it shall be the duty of the Head of paid Service to ensure that all members have such access to and support from all officers of their Council and in particular to the Head of Paid Service and Shared Senior Management Team as they may reasonably expect.
- 10.2 Without prejudice to Clause 9 above the duties of the Head of paid Service shall include advising the Joint Committees and the Executive of each Council in respect of executive functions within the meaning of the Local Authorities (Functions and Responsibilities) Regulations or the full Council or relevant committee of each Council in respect of non executive functions within the meaning of the said regulations and the duty of the Head of paid Service to advise the Councils shall include but not be limited to providing advice on:
- (a) The structure of the Shared Senior Management Team of the Councils;
  - (b) The host employer for each post; and
  - (c) Performance management of the Shared Senior Management Team.

### **11. Dispute Resolution**

- 11.1 In the event of a dispute concerning the construction or effect of this Agreement which cannot be resolved by either or both of the Joint Committees the matter may be referred to the respective Leaders of the Councils in consultation with the Chief Executive and such other Senior Officers as are appropriate who shall take all reasonable steps to conciliate and resolve such dispute or difference whether by negotiation, mediation or any other form of dispute resolution procedures. (with a view to resolution by discussion and negotiation).

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- 11.2 In the event that a matter in dispute cannot be resolved under Clause 11.1 above the matter may be referred to an arbitrator under Clause 11.3 below.
- 11.3 The arbitrator shall be appointed with the agreement of the Councils or in the event that agreement cannot be reached by the President or other chief officer of the Chartered Institute of Arbitrators or such other professional body appropriate to the matter in dispute (such body to be determined by the Chief Executive).
- 11.4 The resolution of unresolved disputes in respect of the expenses of any Joint Committee to which section 103(b) the Local Government Act 1972 applies shall be determined in accordance with that section by a single arbitrator agreed on by the Councils or in default of agreement appointed by the Secretary of State.
- 11.5 For the avoidance of doubt this Clause shall remain in effect after the termination or expiry of this Agreement to confer powers on the Councils to resolve matters remaining in dispute.

### **12. No Fetter of Discretion**

- 12.1 Nothing in this Agreement shall fetter the discretion of the Councils.

### **13. Liabilities**

- 13.1 The Councils shall be jointly and severally liable to any third parties in respect of all actions and causes of action claims demands proceedings damages losses costs charges and expenses directly arising from this Agreement. Each council shall indemnify and keep indemnified the other Council from and against the extent of the indemnifying Council's liability for any actions and causes of action claims demands proceedings damages losses costs charges and expenses directly arising from or in connection with this Agreement and such liability and indemnity shall continue after the termination of this Agreement.
- 13.2 Each Council shall ensure that it has all appropriate insurances relating to public liability employee liability professional indemnity and Member indemnity to cover any liabilities arising under this Agreement.

### **14. Intellectual Property Rights**

- 14.1 Each Council shall remain the owner of all intellectual property rights it owns at the date of this Agreement in any materials which it has created or the creation of which was undertaken by a third party which it commissioned to create those materials.
- 14.2 Any new material created jointly by the Councils in the course of provision of the Shared Senior Management Team shall belong to the Councils jointly.

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14.3 Each Council hereby grants a licence to the other to use its intellectual property rights incorporated in or appearing from the materials referred to in clauses 14.1 and 14.2 for the purposes of the performance of this Agreement.

### **15. Notice**

15.1 Any notice to be served under this Agreement shall be valid and effective if it is addressed to the Chief Executive and delivered by e-mail fax prepaid recorded delivery post or delivered by hand to the other Council's principal office.

### **16. Rights and Duties Reserved**

16.1 Nothing in this Agreement shall prejudice or fetter the proper exercise of any function by the Councils or their officers.

### **17. Legal and other Fees**

17.1 Each Council shall bear its own legal and other fees in relation to the preparation and completion of this Agreement.

### **18. Provision of Statistical Information Accounts and other Documents etc.**

18.1 Each Council shall make available to the other such statistical information which each Council may from time to time reasonably require.

18.2 Without prejudice to any provision in this Agreement requiring the keeping of records the supply of statistics or the provision of information the Councils shall keep such other records and details of or concerning the Shared Senior Management Team or their performance as the Councils may require and shall produce or provide to the other copies whether kept electronically or in paper format of such accounts invoices orders contracts receipts statistics and other information or documents touching or concerning or arising from this Agreement or their performance or this Agreement as when and in such form as each Council may reasonably require.

18.3 Without prejudice to any provision in this Agreement the Councils shall keep and maintain all necessary information and shall provide all necessary assistance to enable each Council to complete all necessary official returns or statistics related to this Agreement.

18.4 The Councils shall supply each other with such assistance and information as each Council may require to enable it to allocate such expenditure as each Council may incur under this Agreement.

### **19. Audit**

19.1 Each Council's external and internal auditors shall have the like powers set out in Part II of the Audit Commission Act 1998 and any amending legislation. Each Council shall at all reasonable times (including following the termination for whatever reason of this Agreement) allow or procure for any auditor for the

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purposes of an external or internal audit immediate access to and permission to copy and remove any copies of and permission to remove the originals of any books records and information in the possession or control of either Council which in any way relates to or are or were used in connection with this Agreement including (but without limitation) any of each Council's data and any such information stored on a computer system operated by a contractor servant or agent of the other Council.

19.2 Each Council will provide all practicable co-operation and afford all appropriate access to personnel and records in order to assist the requesting Council in carrying out any investigations which are already under way at the Commencement Date and any investigations which are carried out after the termination or expiry of this Agreement.

### **20. Partnership**

20.1 Nothing in this Agreement shall be construed as establishing or implying any legal partnership or joint venture between the Councils.

### **21. Anti-Corruption**

21.1 Either Council may cancel this Agreement at any time and recover from the other the amount of any loss resulting from such cancellation if any of the following apply:

- (a) the other Council has offered or given or agreed to give to any person any gift or consideration as an inducement or reward (1) for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Agreement or any other contract with the Council (2) for showing or forbearing to show favour or disfavour to any person in relation to the Agreement or any other contract with the Council;
- (b) any person employed by or acting on behalf of the other Council (whether with or without the other Council's knowledge or consent) acts in similar manner to that set out in sub Clause (a) above;
- (c) in relation to any contract or potential contract with the Council the other Council or any person employed by or acting on behalf of the other Council shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or any amendment or replacement of them or shall have given any fee or reward the receipt of which is an offence under Sub Section (2) of Section 117 of the Local Government Act 1972.

### **22. Discrimination**

22.1 The Councils shall not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 and any other legislation prohibiting discrimination on any grounds whatsoever. The Councils shall take all reasonable steps to secure the observance of these provisions and any

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statutory provisions amending or replacing the same by its employees in the performance of the Agreement.

### **23. Human Rights**

23.1 The Councils in the performance of this Agreement shall comply with the provisions of the Human Rights Act 1998 in all respects as if the Joint Committees were public bodies within the meaning of the Act. The Councils shall indemnify and or keep indemnified each other against all actions and causes of action claims demands proceedings damages losses costs charges and expenses whatsoever in respect of any breach by the one Council of this Clause and such indemnity shall continued after the termination of this Agreement.

### **24. Freedom of Information**

24.1 It is agreed that the Councils are subject to the provisions of the Freedom of Information Act 2000. Each waives all claims of commercial or other confidentiality in respect of this Agreement.

### **25. Survival of this Agreement**

25.1 In so far as any of the rights and powers of the Councils provided for in this Agreement shall or may be exercised or exercisable after the termination or expiry of this Agreement the provisions of this Agreement conferring such rights and powers shall survive and remain in full force and effect notwithstanding such termination or expiry.

25.2 In so far as any of the obligations of the Councils provided for in this Agreement remain to be discharged after the termination or expiry of this Agreement the provisions of this Agreement imposing such obligations shall survive and remain in full force and effect notwithstanding such termination or expiry.

### **26. Whole Agreement**

26.1 This Agreement constitutes the whole agreement and understanding of the Councils as to its subject matter and there are no prior or contemporaneous agreements between the Councils.

### **27. Waiver**

27.1 Failure by either Council at any time to enforce any provision of this Agreement or to require performance by the other or others of any of the provisions of this Agreement shall not be construed as a waiver of any such provisions and shall not affect the validity of this Agreement or any part or the right of that party to enforce any terms and provision of this Agreement.

### **28. Severance**

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28.1 If any term or provision of this Agreement shall in whole or in part become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way such invalidity or unenforceability shall in no way impair or affect any other term or provision all of which shall remain in full force and effect.

### **29. Headings**

29.1 Headings contained in this Agreement are for reference purposes only and shall not affect the validity or construction of this Agreement.

### **30. Governing Law**

30.1 This Agreement shall be governed by and interpreted in accordance with English law and the Councils submit to the exclusive jurisdiction of the English courts.

### **31. Contracts (Rights of Third Parties) Act 1999**

31.1 The Councils do not intend that any term of this Agreement should be enforceable by any third party as provided by the Contracts (Rights of Third Parties) Act 1999.

### **32. Non-assignment**

32.1 Neither of the Councils shall be entitled to assign this Agreement or any of its rights and obligations under it without the written consent of the other (which consent the other Council may in its absolute discretion withhold).

### **33. Disruption**

33.1 The Councils shall take reasonable care to ensure that in the execution of this Agreement it does not disrupt the operations of the other Council its employees or any other third party.

### **34. Health and Safety**

34.1 Each Council shall promptly notify the other of any health and safety hazards which may arise in connection with the performance of this Agreement and shall promptly notify each other of any health and safety hazards which may exist or arise at a Council's premises and which may affect the performance of this Agreement.

34.2 While on the Council's premises, the Shared Senior Management Team shall comply with any health and safety measures implemented by the Council in respect of employees and other persons working on those premises.

34.3 Each Council shall notify the other immediately in the event of any incident occurring in the performance of this Agreement on the Council's premises

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where that incident causes any personal injury or damage to property which could give rise to personal injury.

- 34.4 The Councils shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on Council premises in the performance of this Agreement.
- 34.5 The Councils shall ensure that their health and safety policy statements (as required by the Health and Safety at Work etc Act 1974) are made available to each other on request.

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**IN WITNESS** of which this Agreement has been executed as a Deed on the first day before written

**The Common Seal of Breckland District Council was fixed here in the presence of:**

**Authorised Officer**

**The Common Seal of South Holland District Council was fixed here in the presence of:**

**Authorised Officer**