

DATED _____ 2011

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SOUTH OXFORDSHIRE DISTRICT COUNCIL

-and-

NETTLEBED PARISH COUNCIL

Agreement
under Section 101 of the Local Government Act 1972
and Section 19 of the Local Government Act 2000
relating to the management of Crocker End Green

2. **Preliminary**

- 2.1 The Parish Council wishes to exercise the functions of the District Council specified in the First Schedule and the District Council is willing to allow it to do so
- 2.2 This Agreement is entered into pursuant to Section 101 of the Local Government Act 1972 and Section 19 of the Local Government Act 2000 and all other enabling powers

3. **Commencement and Operation**

- 3.1 This Agreement shall operate on and from the Commencement Date until it is determined by either party giving to the other not less than three months notice in writing or forthwith on written notice from the District Council in the case of any substantive breach by the Parish Council without prejudice to the antecedent rights obligations and claims of the parties hereto
- 3.2 The Parish Council accepts responsibility for the management of the Common from the Commencement Date in its current condition
- 3.3 This Agreement is without prejudice to Section 101(4) of the Local Government Act 1972 so that the District Council may continue to exercise the functions described in Schedule 1 to this Agreement as well as the Parish Council

4. **Agency – Discharge of Delegated Functions**

- 4.1 The District Council hereby delegates to the Parish Council the power to discharge the Delegated Functions in accordance with the provisions of this Agreement and the Parish Council accepts the delegation of the Delegated Functions subject to the provisions of this Agreement
- 4.2 The Parish Council shall act as the agent of the District Council in the discharge of the Delegated Functions
- 4.3 In complying with the Delegated Functions the Parish Council will comply with the conditions, restrictions and measures set out in Schedule 2 to this Agreement
- 4.4 In the exercise of the delegated functions the Parish Council will use all due skill care and diligence in accordance with the provisions of this Agreement
- 4.5 The Parish Council shall comply with all relevant enactments in carrying out the Delegated Functions and without limitation to the foregoing shall comply with Health and Safety at Work legislation at all times carrying out the Delegated Functions

- 4.6 All expenses arising out of the exercise by the Parish Council in carrying out the Delegated Functions shall be defrayed by the Parish Council
- 4.7 The Parish Council may take all such action including instituting legal proceedings (other than prosecutions for the commission of an offence) and defending such legal proceedings as may be necessary in connection with the discharge of the Delegated Functions but before commencing any legal proceedings the Parish Council shall consult with the District Council. The Parish Council shall be responsible for all costs and liabilities in relation to any legal proceedings
- 4.8 Any document other than routine correspondence issued by the Parish Council in connection with the discharge of the Delegated Functions shall state that such functions are exercised by the Parish Council on behalf of the District Council pursuant to an arrangement entered into under Section 101 under the Local Government Act 1972 and Section 19 of the Local Government Act 2000 but no such document shall be invalid by reason only that this requirement is not complied with and no person acting in pursuance of any such document shall be concerned to see if such requirements are observed.
- 4.9 The Parish Council shall send to the District Council a copy of any formal notice it issues in the exercise of the Delegated Functions at the same time as issuing such a notice

5. **Indemnity and Insurance**

- 5.1 The Parish Council will indemnify the District Council in respect of all actions claims costs demands proceedings and liabilities which may arise from any act omission or neglect on the part of the Parish Council their agents contractors or employees in connection with the discharge of the Delegated Functions or from any breach by the Parish Council of the provisions of this Agreement save to the extent that liability arises out of the negligence or default of the District Council
- 5.2 The Parish Council covenants with the District Council that it will maintain insurance cover with a reputable company to include public liability insurance in the minimum sum of Five Million Pounds (£5,000,000) per claim and employers liability insurance in the sum of Five Million Pounds (£5,000,000) per claim. The Parish Council will within 14 days of request supply evidence to the District Council that such insurance is being maintained by the Parish Council
- 5.3 The Parish Council will notify the District Council of any claims relating to the Delegated Functions within 14 days of receipt of such a claim

5.4 Where any proceedings arise in connection with the Delegated Functions the District Council or the Parish Council (or both as the case may require) shall each provide to the other such evidence and other information and assistance as may reasonably be required for the purpose of those proceedings provided that the obligations in this clause shall not apply to proceedings if the District Council and the Parish Council are opposing parties to each other in the proceedings

6. **Third Party Rights**

This Agreement gives no rights under the Contract (Rights of Third Parties Act) 1999 but this does not affect any rights which were available apart from that Act

7 . **Anti-Corruption**

Either party shall be entitled to terminate this Deed immediately and recover from the other the amount of any loss or damage resulting in such termination if:

7.1 the other party shall have offered given or agreed to give to any person or any other body or organisation any gift consideration inducement or reward of any kind for doing or not doing an act in relation to this Deed; or

7.2 the like acts shall have been done by any person employed by the the other party or a person acting on its behalf (whether with or without the knowledge of it); or

7.3 the other party or any person employed by it or acting on its behalf shall have:

7.3.1 committed any offence under the Prevention of Corruption Acts 1889-1916;
or

7.3.2 have given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972

8. **Freedom of Information**

8.1 The parties acknowledge that in responding to a request received under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 they are entitled to provide information relating to this Deed.

8.2 The parties shall co-operate with and supply to each other all necessary information reasonably required in connection with any requests received under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 and shall supply all such information and documentation at no cost within 7 days of a written request from the other

9. **No Waiver**

No alterations in the terms of this Agreement nor any forbearance or forgiveness on the part of any party in or in the extent or nature of any matter or thing concerning this Agreement shall in anyway release any party from liability under this Agreement

10. **No Fetter**

Nothing in the Agreement shall prejudice or affect the rights powers duties and obligations of the District Council or Parish Council in the exercise of their respective functions in any capacity

11. **Variations**

Any provision of this Agreement may be varied at any time by written agreement between the parties such variation to be attached to this Agreement

IN WITNESS whereof the parties have executed this Deed the day and year first above written

SCHEDULE 1

FUNCTIONS

The functions of the District Council under the Crocker End Green Regulation Scheme made under the Commons Act 1899 and approved by the Minister of Agriculture and Fisheries on 18 July 1952

SCHEDULE 2

1. Not later than 6 months following the signing of this agreement the Parish Council shall submit to the District Council for approval a Management Plan for a minimum period of 20 years

2. To manage and maintain the Common in accordance with the approved Management Plan for a period of 20 years and to review the Management Plan annually
3. The Parish Council shall not later than 31 January in each year give to the District Council details of the action taken by the Parish Council under the Delegated Functions during the immediately preceding calendar year related to the implementation of the Management Plan
4. Details given under the above paragraph of this Schedule shall be in such form and contain such information as may from time to time be reasonably required by the District Council

Executed as a Deed by South Oxfordshire District Council

THE COMMON SEAL of **SOUTH**)

OXFORDSHIRE DISTRICT COUNCIL)

Was hereunto affixed under the authentication of :-)

The Officer appointed for this purpose

THE COMMON SEAL of NETTLEBED)

PARISH COUNCIL was affixed to this)

Deed in the presence of:-)

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