



# LEDBURY TOWN COUNCIL

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15 November 2021

Dear Councillor

You are summoned to attend an extraordinary meeting of **LEDBURY TOWN COUNCIL** to be held on **Monday, 22 November 2021 at 7.00 pm in the Market House, Ledbury**, for the purpose of transacting the business shown in the agenda below.

Yours faithfully

Councillor Andrew Manns  
Town Mayor

## FILMING AND RECORDING OF COUNCIL MEETINGS

Members of the public are permitted to film or record meetings to which they are permitted access, in a non-disruptive manner. Whilst those attending meetings are deemed to have consented to the filming, recording, or broadcasting of meetings, those exercising the rights to film, record and broadcast must respect the rights of other people attending under the Data Protection Act 1998.

## A G E N D A

1. **Apologies**
2. **Declarations of Interests**

To receive any declarations of interest and written requests for dispensations.

*Members are invited to declare disclosable pecuniary interests and other interests in items on the agenda as required by the Ledbury Town Council Code of Conduct for Members and by the Localism Act 2011.*

*(Note: Members seeking advice on this item are asked to contact the Monitoring officer at least 72 hours prior to the meeting)*

3. **To approve and sign as a correct record the minutes of the Meeting of Council held on 21 October 2021**  
**(Pages 2147-2151)**
4. **To authorise the signing of the attached Service Level Agreement between Ledbury Town Council and Herefordshire Council in respect of the Great Places to Visit fund**  
**(Pages 2152-1276)**
5. **Date of next meeting**

To note that the next meeting of Full Council will be the annual general meeting is scheduled for 2 December 2021

**Distribution: - Full agenda reports to all Councillors (13)**

**LEDBURY TOWN COUNCIL**

**MINUTES OF AN EXTRAORDINARY MEETING OF FULL COUNCIL COMMITTEE  
HELD ON 21 OCTOBER 2021**

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**PRESENT:** Councillors Manns, Chowns, Whattler, Eakin, Hughes, Knight, Sinclair, Troy and Morris

**ALSO PRESENT:** Angela Price – Town Clerk  
Amy Howells – Minute Taker  
Councillor l’Anson – Member of the Public  
Julian l’Anson – Member of the Public  
Nick Bryant – Member of the Public  
Brenda Hill – Member of the Public

**C452 APOLOGIES FOR ABSENCE**

Apologies for absence were received from Councillors Harvey, Bradford and Bannister.

**C453 DECLARATIONS OF INTEREST**

None received.

**C454 TO APPROVE AND SIGN AS A CORRECT RECORD THE MINUTES OF A MEETING OF COUNCIL HELD ON 30 SEPTEMBER 2021**

**RESOLVED:**

That the minutes of the meeting of the Council meeting held on 30 September 2021 be approved and signed as a correct record subject to the following amendments:

1. That it be noted that Councillor Chowns was present at the meeting.
2. That minute no. C448 be amended to read “Councillor Morris was nominated for both council representations”

**C455 TO CONSIDER QUESTIONS/COMMENTS FROM MEMBERS OF THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF STANDING ORDER 3(E) AND 3(F)**

The Town Mayor, Councillor Manns read out the following statement.

“At the extraordinary meeting of Council held on 31 August 2021 it was agreed that the Clerk and Councillor Chowns, the Chair of the Environment & Leisure Committee, would meet with the Council’s Solicitors in order to instruct them to contact the Contractor in relation to the recent works carried out to the War Memorial in Ledbury.

I can now report that a response has been received from the Contractors Solicitors which Members will be reviewing later in this meeting with a view to agreeing next steps.

I would also like to report that since that meeting in August the Council have commissioned the following inspections and reports, which will also be considered by members later in this meeting.

- A Risk assessment has been carried out of any potential trip hazards around the base of the Memorial;
- An inspection by a Structural Engineer of the Memorial as a whole and in particular whether the top obelisk poses any threat to members of the public;
- The Clerk and Councillor Knight met with Herefordshire Conservation Officers to discuss this issue and the Clerk is currently trying to arrange a further meeting with Caroe and the Conservation Officers and the Chair of Environment & Leisure, Councillor Chowns, in order to draw up a specification for the repair work required;
- The Senior Building Control Officer has visited the site and confirmed that, in his opinion, the Memorial does not pose any danger to members of the public at this current time.
- A letter has been sent to Mr Heaton advising him of the issues and a response has been received from him.

At tonight’s meeting Members will be provided with updates on all the above and asked to consider various steps going forward.

Once again, we would ask that members of the public bear with us as we follow due process in respect of this matter. The Council understand the frustration of members of the public and would like to assure you that Councillors share that frustration, but it is important that we follow due process and sometimes this does mean that some discussions must be held in confidential session to avoid compromising the Council’s position going forward.”

Councillor l’Anson advised that she had been told £100,000 had been taken from reserves to deal with the memorial and asked if this is the case why are members of the public being excluded from the discussion about the War Memorial.

The Clerk advised that the Council had agreed to establish an earmarked reserve in respect of the War Memorial, noting that this practice is standard for council’s who manage listed buildings.

The Mayor advised that due to the ongoing legal situation with the contractor it was not possible to share all information with the public at this time.

Mr Bryant asked if the Council could give assurance that the War Memorial will be put back to the original specification by the contractors and questioned does the Council still not feel an apology should be given for the Criminal Damage that has taken place? Mr Bryant stated that he does not feel the Council have followed due process and that they must apologise for their errors.

Councillor Troy added that the Council will do everything they can to follow process going forward and Councillor Manns advised that once the repairs have been completed Ledbury Town Council would like to reassure residents that they will carry out a review of actions taken throughout this process and if it is felt an apology is required Council will provide one.

Mr l'Anson – Questioned what was going to be done about Mr Heaton's damaged slab?

Councillor Chowns said that it goes without saying that once an agreement has been reached in respect of the repairs this should be the first thing to be restored.

Mrs Hill asked the Clerk to read out a letter she had submitted in respect of the minutes of the meeting held on 31 August 2021. In her letter Mrs Hill had requested that the minutes be amended to reflect what she had said at that meeting asking that the following be removed from the minutes:

“She also advised that the War Memorial Trust had been approached by previous administrations and they had advised the then council that it was acceptable to use a pressure washer to clean the Memorial, which is why the Memorial stone is in the condition it is now in.”

**RESOLVED:**

1. That the Clerk prepare a statement to the Public regarding the process the Council has followed to date in respect of the War Memorial repairs.
2. That the following be removed from the minutes of the meeting of Council held on 31 August 2021:  
“She also advised that the War Memorial Trust had been approached by previous administrations and they had advised the then council that it was acceptable to use a pressure washer to clean the Memorial, which is why the Memorial stone is in the condition it is now in.”

**C456 DATE OF NEXT MEETING**

**RESOLVED:**

**It was noted that the next meeting of Full Council was scheduled for 7 December 2021 at 7pm at the Burgage Hall.**

#### **C457 EXCLUSION OF PRESS AND PUBLIC**

Councillor Sinclair stated that he felt there was a need for communication and transparency but understood that there was a need to be careful not to compromise the ongoing potential legal action, noting the point raised by Councillor Eakin that much of the information to be discussed was, at this time, legally privileged.

#### **RESOLVED:**

**That in accordance with Section 1(2) of the Public Bodies Admission to Meetings Act 1960, in view of the confidential nature of the business about to be transacted, it is advisable in the public interest that the press and public are excluded from the remainder of the meeting.**

#### **C458 LEDBURY WAR MEMORIAL**

Councillors were provided with confidential documents regarding the War Memorial. Councillor Chowns gave a brief overview on the actions taken to date, noting that he believed the actions taken to date were in line with professional advice received.

#### **Following considerable discussion it was RESOLVED:**

- 1. That a ceiling of £10,000 for legal costs be agreed and that it be recorded that should the legal costs appear to be nearing the ceiling this matter be brought back to the Finance, Policy & General Purposes Committee for further consideration.**
- 2. That the Clerk be authorised to instruct the Solicitor to proceed to seek resolution through correspondence as their preferred option in the first instance, noting that the contractors' solicitors have advised it is unlikely that they will be able to provide a response until late November.**
- 3. That should no resolution to this matter be agreed through the correspondence route this matter be brought back to a further meeting of Council to agree a way forward.**
- 4. That the Clerk, Councillor Chowns and Councillor Knight be authorised to continue to work with Caroe and the Conservation Officers to progress the repairs to the War Memorial, to ensure all appropriate actions are taken.**
- 5. That as a response to the Health & Safety Report in relation to the potential trip hazards, officers be instructed to purchase flowerpots to be placed around the War Memorial in an attempt to raise awareness of the hazard.**

The meeting ended at 8:58pm.

Signed ..... Dated .....  
(Chair)





**DATED**

15 November 2021

**SERVICE LEVEL AGREEMENT**

between

**THE COUNTY OF HEREFORDSHIRE COUNTY COUNCIL**

and

**LEDBURY TOWN COUNCIL**

1232

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THIS FUNDING AGREEMENT is made on 15th November 2021

## **PARTIES**

- (1) **HEREFORDSHIRE COUNTY COUNCIL** of Plough Lane, Hereford, HR4 0LE ('the Council')
- (2) **LEDBURY TOWN COUNCIL** of Church Street, Ledbury, HR8 1DH ('Delivery Partner')

## **BACKGROUND**

- (A) The Council is an elected administrative body governing the county of Herefordshire.
- (B) The Delivery Partner is the elected administrative body governing the town of Ledbury.
- (C) The Council has received a sum of £500,000 in grant funding through Central Government's Recovery Fund; specifically from The Department of Levelling Up, Housing and Communities (DLUHC) to support the Great Places to Visit initiative.
- (D) The Council must therefore abide by conditions set out in the Funding Agreement between DLUHC and the Council, this document sets out the conditions for support for the operation concerned and specific requirements concerning the products or services to be delivered under the operation, the financing plan and the time limit for execution.
- (E) The purpose of the Funding is to support the re-opening of high streets safely following the lockdown as a result of the Covid-19 outbreak. It is to assist businesses generally by increasing public confidence and safety in town centre locations and thereby encouraging local residents and tourists back to town centres to shop and visit. The Funding has been allocated to 5 town centres located across the County of Herefordshire. Each town centre is to receive up to £90,000 to support Project Activities that will support the general aims of the funding.
- (F) The Council may with the consent of the Secretary of State task a Delivery Partner to carry out certain of the Project Activities. The

Delivery Partner tasked to carry out Project Activities in this Agreement is Ledbury Town Council.

## AGREED TERMS

### 1. DEFINITIONS

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

**Bribery Act:** the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

**Commencement Date:** 4<sup>th</sup> November 2021.

**Data Protection Legislation:** all applicable data protection legislation and privacy legislation in force from time to time in the UK including the GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); any other directly applicable European Union regulation relating to privacy; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data and the privacy of electronic communications.

**GDPR:** General Data Protection Regulation ((EU) 2016/679).

**Funding:** the sum of ninety thousand pounds £90,000 to be paid to Ledbury Town Council in accordance with this Agreement.

**Funding Period:** the period for which the funding is awarded starting on the Commencement Date and ending on 31 March 2022.

**Intellectual Property Rights:** all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

**Know-How:** information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

**Personal Data:** shall have the same meaning as set out in the Data Protection Legislation.

**Prohibited Act:** means offering, giving or agreeing to give any servant of the Council any gift or consideration of any kind as an inducement or committing any offence under the Bribery Act 2010 or any act of fraud as defined by legislation.

## **2. PURPOSE OF FUNDING**

- 2.1 The Delivery Partner shall ensure that the Funding will only be used for the delivery of the Project Activity and in accordance with the terms and conditions set out in this Agreement. The Funding shall not be used for any other purpose without the prior written agreement of the Council.
- 2.2 The purpose of the Funding is to support the re-opening of high streets safely following the lockdown as a result of the Covid-19 outbreak. It is to assist businesses generally by increasing public confidence and safety in town centre locations and thereby encouraging local residents and tourists back to town centres to shop and visit. The Funding has been allocated to 5 town centres located across the County of Herefordshire. Each town centre is to receive up to £90,000 to support Project Activities that will support the general aims of the funding.
- 2.3 Prior Approval has been given for the Project Activity which has been agreed by the Council and the Project Activity is set out in Schedule 1 below

## **3. PAYMENT OF FUNDING**

- 3.1 The Council shall pay the Funding to the Delivery Partner on completion of this Agreement, subject to the necessary funds being available when payment falls due. The Delivery Partner agrees and accepts that payment of the Funding can only be made to the extent that the Council has available funds.
- 3.2 No Funding shall be paid unless and until the Council is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 3.3 The Delivery Partner shall promptly repay to the Council any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Funding monies have

been paid in error before all conditions attaching to the Funding have been complied with by the Delivery Partner.

#### **4. USE OF FUNDING**

- 4.1 The Funding shall be used by the Delivery Partner for the delivery of the Project Activity.
- 4.2 The Delivery Partner shall not use the Funding to reimburse any administrative costs of the Delivery Partner in administering the Funding unless this has been approved in writing by the Council.
- 4.3 The Delivery Partner shall not allow any part of the Funding to be spent on the delivery of the Project Activity after the Funding Period.
- 4.4 Should any part of the Funding remain unspent at the end of the Funding Period, the Delivery Partner shall ensure that any unspent monies are returned to the Council or, if agreed in writing by the Council, shall be entitled to retain the unspent monies to use for purposes as agreed between the parties.

#### **5. ACCOUNTS AND RECORDS**

- 5.1 The Funding shall be shown in the Delivery Partner's accounts as a restricted funds and shall not be included under general funds.
- 5.2 The Delivery Partner shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Funding monies received by it.
- 5.3 The Delivery Partner shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Funding for a period of at least six years following receipt of any Funding monies to which they relate. The Council shall have the right to review, at the Council's reasonable request, the Delivery Partner's accounts and records that relate to the expenditure of the Funding and shall have the right to take copies of such accounts and records.
- 5.4 If requested the Delivery Partner shall provide the Council with a copy of its annual accounts within six months (or such lesser period as the Council may reasonably require) of the end of the Funding Period.

5.5 The Delivery Partner shall comply and facilitate the Council's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Council.

## **6. MONITORING AND REPORTING**

6.1 The Delivery Partner shall closely monitor the delivery and success of the Project Activity throughout the Funding Period to ensure that the aims and objectives of the Project Activity are being met and that this Agreement is being adhered to.

6.2 The Delivery Partner shall on request provide the Council with such further information, explanations and documents as the Council may reasonably require in order for it to establish that the Funding has been used properly in accordance with this Agreement.

6.3 The Delivery Partner shall permit any person authorised by the Council such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Delivery Partner's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.

6.4 The Delivery Partner shall provide the Council with a final report on completion of the Funding Period which shall confirm whether the Project has been successfully and properly completed.

## **7. PROCUREMENT**

7.1 The Delivery Partner must obtain value for money when using the Funding and will act in a fair, open and non-discriminatory manner when buying goods and services.

7.2 If the Council requests information from the Delivery Partner about the use of the Funding provided under this Agreement for procurement, the Delivery Partner will provide sufficient information to show that its procurement processes are transparent, fair, allow for competition and were cost effective.

## 8. AUDIT

8.1 The Delivery Partner shall, and shall procure that all sub-contractors shall, maintain:

- (a) a complete and accurate set of records relating to the Project Activity and all activities relating to their performance of this Agreement;
- (b) a complete and accurate set of records relating to all costs, liabilities and expenses incurred by, and all income, receipts and benefits received or earned by, the Delivery Partner and its sub-contractors in connection with the performance of the Provider's obligations under this Agreement; *and*
- (c) reasonably adequate and appropriate security arrangements with a view to ensuring that there is no unauthorised access to and/or destruction of any such records.
- (d) The Council and its staff, contractors, agents, auditors, advisers and other nominees (including the National Audit Office) may, not more than twice in any calendar year and for a period of six (6) years following the Expiry Date, conduct audits for the following purposes:
  - (e) to verify the accuracy of the Charges (and proposed or actual variations to them in accordance with this Agreement);
  - (f) to review the integrity, confidentiality and security of the Council Data;
  - (g) to review the Delivery Partner's compliance with the Data Protection Act 2018, the Freedom of Information Act 2000 in accordance with (*Data Protection and Freedom of Information*) and any other legislation applicable to the Services;
  - (h) to review any books of account kept by the in connection with the provision of the Project Activity; and
  - (i) to carry out the audit and certification of the Project Activity and Project Spend.



## 8. ACKNOWLEDGMENT AND PUBLICITY

The Delivery Partner shall not publish any material referring to the Project Activity or the Council without the prior written agreement of the Council. The Delivery Partner shall acknowledge the support of the Council in any materials that refer to the Project Activity and in any written or spoken public presentations about the Project Activity. Such acknowledgements (where appropriate or as requested by the Council) shall include the Council's name and logo (or any future name or logo adopted by the Council) using the templates provided by the Council from time to time.

## 9. CONFIDENTIALITY

- 9.1 Subject to clause 10 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.
- 9.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
- (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
  - (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
  - (c) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

**10. FREEDOM OF INFORMATION**

10.1 The Delivery Partner acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs).

10.2 The Delivery Partner shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the Council all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
- (c) provide the Council with a copy of all information belonging to the Council requested in the request for information which is in its possession or control in the form that the Council requires within 5 working days (or such other period as the Council may reasonably specify) of the Council's request for such information; and
- (d) not respond directly to a request for information unless authorised in writing to do so by the Council.

10.3 The Delivery Partner acknowledges that the Council may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Delivery Partner. The Council shall take reasonable steps to notify the Delivery Partner of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Council shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

**11. DATA PROTECTION**

Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Agreement.

## **12. WITHHOLDING, SUSPENDING AND REPAYMENT OF FUNDING**

12.1 The Council's intention is that the Funding will be paid to the Delivery Partner in full. However, without prejudice to the Council's other rights and remedies, the Council may at its discretion withhold or suspend payment of the Funding and/or require repayment of all or part of the Funding if:

- (a) the Delivery Partner uses the Funding for purposes other than those for which they have been awarded;
- (b) the delivery of the Project does not start within 4 weeks of the Commencement Date and the Delivery Partner has failed to provide the Council with a reasonable explanation for the delay;
- (c) the Council considers that the Delivery Partner has not made satisfactory progress with the delivery of the Project Activity;
- (d) the Delivery Partner provides the Council with any materially misleading or inaccurate information;
- (e) the Delivery Partner commits or committed a Prohibited Act;
- (f) the Delivery Partner fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 14 days of receiving written notice detailing the failure.

12.2 Should the Delivery Partner be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Council as soon as possible so that, if possible, and without creating any legal obligation, the Council will have an opportunity to provide assistance in resolving the problem or to take action to protect the Council and the Funding monies.

## **13. ANTI-DISCRIMINATION**

13.1 The Delivery Partner shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.

13.2 The Delivery Partner shall take all reasonable steps to secure the observance of clause 13.1 by all servants, employees or agents of the Delivery Partner.

#### **14. HUMAN RIGHTS**

14.1 The Delivery Partner shall at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement.

14.2 The Delivery Partner shall undertake, or refrain from undertaking, such acts as the Council requests so as to enable the Council to comply with its obligations under the Human Rights Act 1998.

#### **15. LIMITATION OF LIABILITY**

15.1 The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Delivery Partner running the Project Activity, the use of the Funding or from withdrawal of the Funding. The Delivery Partner shall indemnify and hold harmless the Council, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Delivery Partner in relation to the Project Activity, the non-fulfilment of obligations of the Delivery Partner under this Agreement or its obligations to third parties.

15.2 Subject to clause 15.1, the Council's liability under this Agreement is limited to the payment of the Funding amount.

#### **16. WARRANTIES**

The Delivery Partner warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Project Activity (assuming due receipt of the Funding);
- (b) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Council immediately of any significant departure from such legislation, codes or recommendations;

- (c) it 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 the Project Activity;
- (d) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (e) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction.

## **17. INSURANCE**

17.1 The Delivery Partner shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Delivery Partner, arising out of the Delivery Partner's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss.

17.2 The Delivery Partner shall (on request) supply to the Council a copy of such insurance policies and evidence that the relevant premiums have been paid.

## **18. DURATION**

18.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the expiry of the Funding Period.

18.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

## **19. TERMINATION**

The Council may terminate this Agreement on giving Delivery Partner one months' written notice should it be required to do so by financial restraints or for any other reason.

**20. ASSIGNMENT**

Delivery Partner may not, without the prior written consent of the Council, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Funding.

**21. WAIVER**

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

**22. NOTICES**

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

**23. DISPUTE RESOLUTION**

23.1 In the event of any complaint or dispute (which does not relate to the Council's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the [.....]

23.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the [.....], or other nominated individual, as the case may be, either party may refer the matter to the Chief Executive of the Council and the Chief Executive of Delivery Partner with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Council and Delivery Partner.

23.3 In the absence of agreement under clause 23.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

**24. NO PARTNERSHIP OR AGENCY**

This Agreement shall not create any partnership or joint venture between the Council and Delivery Partner, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

**25. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

**26. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

**27. ENTIRE AGREEMENT**

This Agreement (together with all documents attached to or referred to within it) constitutes the entire agreement and understanding between the parties in relation to the Funding and supersedes any previous agreement or understanding between them in relation to such subject matter.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

IN WITNESS whereof the parties have caused their respective signatures to be hereunto affixed the day and year first before written

**SIGNED BY**

**Authorised Officer on Behalf of HEREFORDSHIRE COUNTY COUNCIL**

**Signed or sealed.....**

**Affixed to this Deed in the presence of:**

**Signature: .....**

**Name: Neil Taylor**

**Position: Interim Director, Economy and Place**

**Authorised Signatory**

**by the said Angela Price on Behalf of LEDBURY TOWN COUNCIL**

**in the presence of:**

**SIGNATURE .....**

**Name: Angela Price**

**Address: Church Street, Ledbury, HR8 1DH**

**Description or Occupation: Town Clerk**



Schedule 1.  
Project Activity Details

Area of Scope	Using bullet points briefly set out the specific activities you will undertake	Rational of the activity	Cost	How will you deliver the activity	When will the activity be completed?
Town centres public realm improvements	<ul style="list-style-type: none"> <li>Improvements to the visual impact of the centre of the Town by the provision of plants, hanging baskets etc. around the town approach roads</li> </ul>	<ul style="list-style-type: none"> <li>To encourage local people to return to the High Street and to attract visitors to the town</li> </ul>	£5,000	<ul style="list-style-type: none"> <li>Work with Ledbury in Bloom to provide new planters around the town to supplement and in some cases add to those already provided in the town but in need of replacement. Both organisations have been contacted in respect of this project and we are working together to establish what is required – (£5,000 from WBF also)</li> </ul>	<ul style="list-style-type: none"> <li>Planters to be provided by March 2022 to be planted by Ledbury in Bloom etc. in May 2022</li> </ul>
	<ul style="list-style-type: none"> <li>Provision of commercial solar lighting in St Katherine's Car Park</li> </ul>	<ul style="list-style-type: none"> <li>For safety purposes - St Katherine's car</li> </ul>	£3,000	<ul style="list-style-type: none"> <li>Liaise with Balfour Beatty</li> </ul>	<ul style="list-style-type: none"> <li>To be agreed with Balfour Beatty</li> </ul>

		park has no lighting and due to it's size and location the only lighting in the car park is at the entrance from Bye Street – LTC regularly receive complaints and enquiries as to why there is no lighting provided			
	<ul style="list-style-type: none"> <li>• Improvements to the toilets on Bye Street</li> </ul>	<ul style="list-style-type: none"> <li>• To provide baby changing facilities</li> </ul>	£500	<ul style="list-style-type: none"> <li>• Work with Love Ledbury to facilitate</li> </ul>	<ul style="list-style-type: none"> <li>• January 2022</li> </ul>
	<ul style="list-style-type: none"> <li>• Provision of recycling bins in town centre</li> </ul>	<ul style="list-style-type: none"> <li>• To reduce land fill waste in Ledbury to coincide with the Councils Climate Declaration</li> </ul>	£2,500	<ul style="list-style-type: none"> <li>• Work with Balfour Beatty</li> </ul>	<ul style="list-style-type: none"> <li>• January 2022</li> </ul>
	<ul style="list-style-type: none"> <li>• To repair and extend the steps at Dog Hill Woods to the picnic area at the top</li> </ul>	<ul style="list-style-type: none"> <li>• Recent enquiry from members of the public and a recent visit by</li> </ul>	£10,000	<ul style="list-style-type: none"> <li>• To employ external contractor to carry out the works required</li> </ul>	<ul style="list-style-type: none"> <li>• May 2022</li> </ul>

		the Chair of E & L Committ ee has identifie d this as being a project in need of work			
Grants for shop front enhancements	<ul style="list-style-type: none"> <li>• Provision of a shop front enhancement grant scheme for local traders</li> </ul>	<ul style="list-style-type: none"> <li>• Concerns have been raised by councillors in respect of some shop fronts in Ledbury</li> </ul>	£36,000	<ul style="list-style-type: none"> <li>• Town Council will set up a grant scheme for local traders to apply for funding to improve their shop fronts</li> <li>• Details of scheme to be agreed but assistance form Herefordshire Council will be required</li> </ul>	<ul style="list-style-type: none"> <li>• Grants to be allocated no later than March 2022 with work completed by May 2022.</li> </ul>
Infrastructure for events and/or markets	<ul style="list-style-type: none"> <li>• Event support – Queens Jubilee event</li> </ul>	<ul style="list-style-type: none"> <li>• It was hoped that the first Reggae on the Rec event could be held in 2021 however due to the pandemic it was not possible – Council would like to</li> </ul>	£10,000	<ul style="list-style-type: none"> <li>• Funds would be used to hire marquees, tables and chairs</li> <li>• Advertising – banners, posters etc.</li> <li>• To purchase souvenir mugs for distribution to all Junior School children</li> </ul>	<ul style="list-style-type: none"> <li>• Event to be held the first weekend in June 2022</li> </ul>

		run this event to coincide with the Queen's Jubilee in 2022			
	<ul style="list-style-type: none"> <li>Infrastructure to improve Charter Market and provide specialist markets in the town</li> </ul>	<ul style="list-style-type: none"> <li>To encourage local people to return to the High Street and to attract increase visitors numbers to the town</li> </ul>	£10,000	<ul style="list-style-type: none"> <li>Funds would be used to purchase gazebos and other items to enhance the market</li> </ul>	<ul style="list-style-type: none"> <li>Items to be purchased January 2022</li> <li>Specialist market Easter 2022</li> </ul>
Improvements to public rights of way/ cycling routes	<ul style="list-style-type: none"> <li>Submission of Traffic Regulation Order for the installation of dropped kerbs in and around the town centre</li> </ul>	<ul style="list-style-type: none"> <li>To improve the accessibility to the town centre for people with mobility problems . LTC Traffic Management Working Party has been working with members of the public to identify areas where dropped kerbs would be beneficial.</li> </ul>	£12,000	<ul style="list-style-type: none"> <li>Work with Balfour Beatty and Highways Authority</li> </ul>	<ul style="list-style-type: none"> <li>May 2022 to encourage visitors for the summer season</li> </ul>
		<ul style="list-style-type: none"> <li><b>Total</b></li> </ul>	<b>£90,000</b>		



**Schedule 2.**

**Delivery Partners Key Personnel and Council's Agreement Manager**

**Ledbury Council – Town Clerk**

**Herefordshire Council – Head of Economic Development**

**Senior Policy and Funding Manager**

**Senior Project Manager**

### **Schedule 3.**

#### **Mandatory Policies**

The mandatory policies are:

- **Modern Slavery and Human Trafficking** - <https://www.herefordshire.gov.uk/directory-record/5867/modern-slavery-statement>
- **Ethics and anti-bribery;** <https://councillors.herefordshire.gov.uk/documents/s50072690/Appendix%201%20anti-fraud%20bribery%20corruption%20and%20anti-money%20laundering%20policies.pdf>
- **Health and Safety Policy;** <https://www.herefordshire.gov.uk/business-1/workplace-health-safety>

## **Schedule 4.**

### **Data Protection**

The Council and the Delivery Partner will comply with our respective obligations under the General Data Protection Regulations (GDPR), the Data Protection Act 2018 and all applicable law about the processing of personal data and privacy as and when the same are applicable to the Funded Activities.

Where the funded activities include the processing by the Delivery Partner of any personal data controlled by the Council, the Delivery Partner must enter into a separate data processing agreement to be provided to the Delivery Partner by the Council. Failure to enter into this agreement will amount to a breach of your Core Obligations and will lead to the termination of your funding.

### **Information Requests**

The Delivery Partner accepts that the Council is obliged to comply with information legislation including the Freedom of Information Act 2000 and Code of Practice, Environmental Information Regulations 2004, Aarhus Convention and Audit Commission Act 1998. The Delivery Partner will assist the Council to comply with our obligations under this information legislation. This includes helping the Council comply with its obligation to respond to requests for information within statutory deadlines and providing information to the Council where the Council requests.

The Council is entitled to disclose information unless we believe that the information is exempt or excluded under the legislation or the legislation does not apply. For example, where information is provided in confidence, the information is a trade secret or where release is likely to prejudice commercial interests. The Council will decide, acting reasonably, whether information requested is to be disclosed or not. The Council will where reasonably practicable, consult you and will consider any representations made by the Delivery Partner. The Council shall not be liable for any loss or other detriment caused by the disclosure of any information.





