



This Agreement is made on the

**BETWEEN**

- (1) **West Lindsey District Council** of Guildhall, Marshall's Yard, Gainsborough, Lincolnshire DN21 2NA ("WLDC")  
and
- (2) Market Rasen Town Council of MRTC Area Office (near door to Festival Hall), Caistor Road, Market Rasen, LN8 3HT ("MRTC")

**1. Contract Period**

- 1.1 The Agreement shall commence on 1<sup>st</sup> April 2024 and shall expire at midnight on 31<sup>st</sup> March 2027, unless terminated earlier in accordance with clause 7 (or otherwise lawfully terminated). The agreement may be further extended for up to 3 years in periods of 12 months by agreement in writing between the Parties.

**2. Scope of Services**

- 2.1 MRTC will carry out litterpicking and street cleansing duties within an agreed area of Market Rasen (see appendix 1) on behalf of WLDC. MRTC will ensure a reasonable standard of cleanliness is maintained at all times, in line with standards set out in Environmental Protection Act (EPA) 1990.
- 2.2 All litter and dog waste bins will be emptied in line with a schedule which ensures WLDC does not receive complaints about overflowing.
- 2.3 The Parish Council will ensure that operatives are available for training, if such training is at the request of the District Council, the District Council will be responsible for the cost of such training.
- 2.4 MRTC will ensure that operatives wear such uniform or use such equipment as the District Council reasonably require, such uniform and equipment to be provided by the District Council at its own expense.

- 2.5 MRTC will ensure that operatives comply at all times with current Health and Safety Regulations and wear appropriate personal protective equipment at all times.
- 2.6 WLDC will provide sufficient wheeled bins for the storage of material collected, MRTC will ensure that the operatives use the wheelie bins as appropriate i.e.: blue bin for waste capable of being recycled and black bin for all other general waste.
- 2.7 MRTC will ensure that the operatives are instructed to report relevant information to the District Council, such as (but not limited to) instances of fly tipping; the need for mechanical sweeping; broken bins or other information regarding street cleansing on a timely basis.
- 2.8 WLDC will carry out regular inspections of the Town of Market Rasen to ensure that it is satisfied with the standard of the provision of litter picking and bin emptying.
- 2.9 If WLDC is not satisfied that the provision of litter picking and bin emptying is being carried out to a satisfactory standard, it may give written notice to the clerk of MRTC who will take whatever measures WLDC reasonably deems necessary to ensure that the situation is rectified and that future work is carried out to an acceptable standard.
- 2.10 If, having giving reasonable notice to the clerk of MRTC in accordance with number 2.9 above, WLDC is of the opinion that the provision of litter picking and bin emptying is still not being carried out to an acceptable standard, then it may withdraw the contribution without further notice.
- 2.11 In all other circumstances, WLDC will give no less than three months written notice of its desire to withdraw the contribution.
- 2.12 The Parish Council is responsible for acquiring and maintaining, at its own cost, sufficient liability insurance, and, on request, will produce to WLDC a copy of the relevant policies of insurance.

### **3. Payments**

- 3.1 West Lindsey District Council shall make 12 equal payments of £306.54 per calendar month.
  - 3.1.1 Payment will be made on presentation of a monthly / six monthly invoice from MRTC. (delete as appropriate)
  - 3.1.2 The contribution will be increased by the level of inflation each year, ahead of the anniversary of this agreement. Type of inflation used will be; Consumer Price Index (CPI).

### **4. Performance Monitoring**

- 4.1 Formal review meetings will be held by nominated officers of WLDC and MRTC at intervals agreed between the Parties, but a minimum of 6 monthly. The nominated officer for MRTC is the Clerk to MRTC, the nominated officer for WLDC is the Street Cleansing Team Leader.

## **5. Warranties**

- 5.1 MRTC will take all reasonable steps to ensure that the service is performed in a professional manner.
- 5.2 MRTC will ensure that all staff (paid or unpaid) involved in the delivery of the Service, who have direct contact with children or vulnerable adults, should have an enhanced disclosure check via the Criminal Records Bureau and supply proof to WLDC on request.
- 5.3 MRTC will ensure that, when appropriate, all relevant health and safety checks have been undertaken and provide proof to WLDC on request.
- 5.4 WLDC is not liable for any of the activities undertaken by persons connected with the Service. MRTC must provide public liability indemnity to a minimum of £2m to cover the risks of any actions or claims made by a third party arising from negligence in connection with delivering the Service.

## **6. Dispute Resolution**

- 6.1 The parties will attempt to settle any dispute which may arise between them under this Contract.
- 6.2 If a dispute is not resolved to the satisfaction of both parties within 10 working days, the parties will attempt to settle it by mediation using a mutually agreed mediator and mediation procedure.
- 6.3 To begin mediation, either party must give written notice to the other party requesting mediation.
- 6.4 If the dispute is not resolved within 90 days of the initiation of the mediation, or if either party will not participate in the mediation, either party may begin legal proceedings.

## **7. Termination**

- 7.1 Either Party shall be entitled to terminate this Agreement by written notice to the other Party if the other Party commits a breach of this Agreement and fails to remedy such breach within Thirty (30) days of receipt of a written notice specifying the breach, requiring it to be remedied and indicating the intention to terminate in the absence of such remedy.
- 7.2 Following termination of this Agreement any outstanding sums paid in advance by the District Council shall be apportioned and repaid to the

District Council.

## **8. Complaints**

- 8.1 MRTC shall, throughout the duration of the Agreement Period, have in place a written complaints procedure to enable Service Users or their representative to make complaints and representations about the Service.
- 8.2 MRTC shall give Service Users or their representative information about the Complaints Procedure and how it works. MRTC shall ensure that this information shall be easily understood and available in an appropriate form for all Service Users.
- 8.3 MRTC shall promptly inform WLDC of any complaint made under its Complaints Procedure by a Service User or their representative regarding the provision of the Service and the action taken by MRTC in response. MRTC shall maintain full records of any such complaint.

## **9. Reputation**

- 9.1 MRTC and WLDC shall not, and shall use their best endeavours to ensure that their employees, agents and/or sub-contractors shall not, knowingly do or omit to do, anything in relation to this Agreement or in the course of their other activities, that may bring the standing of both organisations into disrepute or attract adverse publicity for both organisations.

## **10. Force Majeure**

- 10.1 Neither Party shall be liable for failure to perform its obligations under this Agreement if such failure results arising from acts, events, omissions, happenings and non-happenings beyond its reasonable control. This includes but is not limited to an Act of God, war, riot, terrorism, governmental regulations, fire, flood, storm, earthquake or any disaster. Any act, event, omission, happening or non-happening will only be considered as Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected Party, its agents or employees.

## **11. Waiver**

- 11.1 No delay, neglect or forbearance on the part of either Party to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them. Any waiver to be effective must be in writing and any waiver shall not prevent the subsequent enforcement of that provision in respect of any subsequent breach.

## **12. Third Party Rights**

- 12.1 This agreement is not intended to and shall not confer any rights on any person not a party to this Agreement and the Contracts (Right of

Third Parties) Act 1999 shall not apply to this Agreement.

### **13. Interpretation, Variation and Entire Agreement**

13.1 This Agreement supersedes all prior arrangements and undertakings between the Parties and constitutes the entire agreement between the Parties relating to the subject matter of this Agreement.

13.2 The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

### **14. Amendments**

14.1 The Parties agree that this Agreement may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except by an instrument signed by a duly authorised officer or representative of each of the Parties to this Agreement.

### **15. General Data Protection Regulations 2018 and Freedom of Information Act 2000**

15.1 WLDC and MRTC undertake to comply with the General Data Protection Regulations 2018 and the Freedom of Information Act 2000 and any legislation related to these Acts.

### **16. Severance**

16.1 If any provision of this Agreement is prohibited by law, or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of the validity or enforcement of this Agreement.

### **17. Law**

17.1 This Agreement shall be subject to and construed and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England.

### **18. Equality & Diversity**

18.1 MRTC shall not discriminate directly or indirectly on the grounds of gender, sexual orientation, marital status, religion, race, disability, colour, ethnic or national origin in terms of employment or service delivery. The only exception to this will be where it is lawful (e.g. genuine occupational qualifications as allowed under Section 5 of the Race Relations Act 1976 and Section 7 of the Sex Discrimination Act 1975).

**AS WITNESS the hands of the Parties on the day and year first written before**

**Signed by:** \_

On behalf of West Lindsey District Council

Name: **Adrian Selby**\_\_\_\_\_

Title: **Director of Commercial and Operational Services**\_\_

Date: **2 February 2024**\_\_\_\_\_

And

**Signed by:** \_\_\_\_\_

On behalf of Market Rasen Town Council

Name:\_\_\_\_\_

Title: \_\_\_\_\_

Date:\_\_\_\_\_