

## **APPENDIX A: Historic Environment Service Agreement & Schedule**

DATED

CESHIRE WEST AND CHESTER BOROUGH COUNCIL  
and  
HALTON BOROUGH COUNCIL

A G R E E M E N T

for the provision of an Historic Environment Service

for the period 1 April 2010 to 31 March 2013

S Goacher  
County Solicitor  
Cheshire West and Chester Borough Council  
58 Nicholas Street  
Chester  
CH1 2NP

THIS AGREEMENT made the                      day of                      2010

BETWEEN

1                      PARTIES

CESHIRE WEST AND CHESTER BOROUGH COUNCIL of 58 Nicholas Street Chester CH1 2NP (“the Provider Council”) and HALTON BOROUGH COUNCIL of Municipal Buildings, Kingsway, Widnes, Cheshire WA8 7QF (“the Arranging Council”) (together known as “the Councils”)

2                      RECITALS

Following Local Government Reorganisation which took effect in Cheshire on 1st April 1998 some services which were previously provided by Cheshire County Council in the Borough area became the responsibility of the Borough. A further review of local government took place with effect from 1st April 2009 and Cheshire West and Chester Borough Council and Cheshire East Borough Council took over the functions of the former County Council and district councils. To assist in the continuity of services to the public and to make the most effective use of the resources the Councils have agreed that for the contract period an historic environment advisory service shall be provided by the Provider Council on behalf of the Arranging Council pursuant to Sections 101, 102, 111,112 and 113 of the Local Government Act 1972, Sections 2,19 and 20 of the Local Government Act 2000 and the Local Authorities (Goods and Services) Act 1970 and any other relevant statutory power including the regulations made under these Acts.

3                      DEFINITIONS

The following terms shall have the following meanings:-

- 3.1                      “Authorised Persons” means the persons authorised to give and receive notices under this Agreement as set out in Schedule 7
- 3.2                      “Equipment” means the property described in Schedule 2
- 3.3                      “Payment” means the sums of money described in Schedule 5
- 3.4                      “Premises” means the premises described in Schedule 3

- 3.5 “the Service” means the services described in Schedule 1
- 3.6 “Staff” mean the employees described in Schedule 4
- 3.7 “TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006
- 3.8 “Personal Data” means data defined as personal data in pursuance of the Data Protection Act 1998
- 3.9 “Intellectual Property Rights” means patents, rights, copyright, trade marks, trade names, goodwill, rights in actions, rights in computer software, database rights, rights in confidential information and any other intellectual rights
- 3.10 “Information Request” means a request under the Freedom of Information Act 2000 (“FOI Legislation”)
- 3.11 “Exempt Information” means any information relating to this Agreement which may fall within an exemption to disclosure under FOI Legislation

4 START DATE

The Start Date for the Service shall be 1 April 2010

5 CONTRACT PERIOD

The Service shall be provided from the Start Date until 31 March 2013 unless extended by the written agreement of the Parties

6 THE SERVICE

The Provider Council shall provide the Arranging Council in accordance with the detailed specification set out in Schedule 1 and recording obligations in Schedule 6. The Councils shall also comply with their respective obligations in accordance with Schedule 10.

7 EQUIPMENT

Any property (except land) including equipment plant transport and intellectual property to be made available by the Provider Council to the Arranging Council under this Agreement and the period and terms under which it shall be made available are set out

in part A of Schedule 2 and similarly any property to be made available under this Agreement by the Arranging Council to the Provider Council is set out in Part B of that Schedule

8 PREMISES

Any premises to be made available ancillary to this Agreement by the Provider Council to the Arranging Council as provided in part A of Schedule 3 and similarly any premises to be made available by the Arranging Council to the Provider Council is shown in part B of that Schedule but the terms under which such premises shall be made available shall be contained in separate Agreements save that the Councils shall allow access to their premises to personnel from the other Council for the purpose of performing and receiving the Services under this Agreement.

9 STAFF

The staff who shall provide the Service on behalf of the Provider Council to the Arranging Council under this Agreement are shown in Schedule 4 to this Agreement. The arrangements to be made for all such staff on the termination of the Agreement are described in Schedule 9. For the avoidance of doubt it is hereby agreed that where, on the termination of this Agreement, the Service is to be provided by a third party, then (unless otherwise stated in Schedule 9) the Provider Council and the Arranging Council will use their best endeavours to ensure that staff who have been employed to provide the Service under this Agreement shall transfer to the third party under "TUPE" provisions either by the operation of law or by specific agreement.

10 PAYMENT

The payment to be made by the Arranging Council to the Provider Council for the provision of the Service and for the Equipment set out in Clauses 6 and 7 above is defined in Schedule 5 together with the date of such payment and the consequences of any delay in or failure to make such payment. Any deductions to be made to such payment in respect of Equipment provided by the Arranging Council to the Provider

Council is also set out in this Schedule

11 MONITORING AND QUALITY CONTROL

Schedule 6 sets out those performance indicators which are not already contained in the specification in Schedule 1 and the arrangements for monitoring the performance of the provision of the Service and the consequences of any failure in such performance.

12 INDEMNITY

12.1 The Provider Council shall indemnify the Arranging Council against all actions claims and losses including legal fees and costs incurred in respect of personal injury (including injury resulting in death) loss of or damage to property caused or contributed to by the negligence of the Provider Council or its employees. Such indemnity shall apply to direct losses only.

12.2 The Arranging Council shall indemnify the Provider Council against all actions claims and losses (including legal fees and costs incurred) in respect of personal injury (including injury resulting in death) loss of or damage to property caused or contributed to by the negligence of the Arranging Council or its employees. Such indemnity shall apply to direct losses only.

13 INSURANCE

Each Party shall maintain adequate insurance to cover its obligations under this Agreement

14 ASSIGNMENT

Neither party may assign or sub-contract all or part of this Agreement

15 VARIATION

The Service may be varied by agreement at any time. All variations shall be recorded in writing and signed by the Authorised Person on behalf of each party and annexed to this Agreement

16 CONTRACT MANAGEMENT

The persons managing this Agreement on behalf of each party, the persons authorised to give and receive notices under this Agreement and the addresses to which notices shall be sent are

set out in Schedule 7.

## 17 PROVISION OF AND ACCESS TO INFORMATION

Each party shall keep adequate and comprehensive records of the Service Equipment Premises and any support services to enable each party to perform its obligations under this Agreement meet its statutory obligations and comply with any reasonable request (which for the avoidance of doubt shall not include requests for confidential information) from third parties. For these purposes such records shall be freely available to the parties to this Agreement. On the termination of the Agreement such records shall either be transferred from the Provider Council to the Arranging Council or vice versa as the case may be and the party retaining the records shall provide, for a reasonable period, free access to the other party to such records insofar as they relate to the period of the Agreement

## 18 TERMINATION OF THE AGREEMENT

18.1 This Agreement may be terminated by written notice:-

18.1.1 by the Arranging Council if the Provider Council fails to provide the Service in accordance with the standards set out in Schedules 1 and 10 and the procedure for remedying any such failure in performance in Clause 21 has been exhausted;

18.1.2 by the Provider Council if the Arranging Council fails to make the Payment described in Schedule 5 by the due date;.

18.1.3 by either Party if the other commits any material breach of this Agreement other than those referred to in 18.1.1 and 18.1.2 above and which in the case of a breach capable of being remedied has not been remedied within 30 days of a request to remedy the same

18.1.4 In accordance with Schedule 7 upon six months notice

18.2 Any termination of this Agreement pursuant to this Clause shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liability of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into

or continue in force on or after such termination

19 FORCE MAJEURE

Neither party is responsible for breaches of this Agreement caused by or attributable to Force Majeure

20 CONSEQUENCES OF TERMINATION

The consequences of the expiry of the Agreement at the end of the contract period or as a result of the termination of the Agreement in accordance with Clause 18 above shall be in respect of Staff Equipment Premises Records and Payment as set out respectively in Schedule 9.

On expiry or termination of this Agreement the Parties shall agree how to disaggregate information and any dispute shall be dealt with in accordance with Clause 21 hereof.

21 DISPUTES

21.1 The Councils shall use their best endeavours to resolve any dispute without recourse to litigation and in particular shall adhere to the following principles:

- any dispute shall not prejudice delivery of the Service
- freedom of exchange of information
- shared desired to avoid unnecessary costs and litigation
- shared commitment to settle disputes by negotiation or conciliation involving a third party

21.2 In the event of any dispute or difference between the Councils relating to this Agreement such dispute or difference shall be referred to the Authorised Persons. In the event that the dispute or difference remains unresolved the matter shall be referred to arbitration in accordance with Clause 21.3

21.3 If at any time any dispute or difference shall arise between the Councils or either of them which they are not able to resolve in accordance with Clause 21.1 and 21.2 the same shall be referred to and settled by a single arbitrator to be appointed by agreement by the Councils or in default of agreement nominated on the application of either Council by the President of the Law Society of England and Wales.

21.4 The parties shall bear their own costs arising from any dispute resolution or arbitration

22 LOCAL OMBUDSMAN

If any complaint relating to the Service is made to either Party the parties shall co-operate fully in dealing with such complaint and shall in particular co-operate in responding to any enquiries by the Local Government Ombudsman

23 RIGHTS CUMULATIVE AND WAIVER

All rights granted to either Party shall be cumulative and no exercise of any right or any delay neglect or forbearance on the part of either Party shall prejudice the exercise of any other right or be deemed to be a waiver

24 VALUE ADDED TAX

Each party issuing an invoice under this Agreement shall ensure that it meets the requirements for the time being of HM Customs and Excise in respect of Value Added Tax

25 NOTICES

25.1 Any demand, notice or other communication given in connection with or required by this Agreement shall be made in writing and shall be delivered to, or sent by pre-paid first class post to the recipient at the address stated in Schedule 7 (or such other address as may be notified in writing from time to time).

25.2 Service

Any such demand, notice or communication shall be deemed to have been duly served:

25.2.1 if delivered by hand, when left at the proper address for service and

25.2.2 if given or made by pre-paid first class post, two Business Days after being posted;

provided in each case that if the time of such deemed service is either after 4.00pm on a Business Day or on a day other than a Business Day, service shall be deemed to occur instead at 10.00am on the next following Business Day

26 INFORMATION AND CONFIDENTIALITY

26.1 The parties shall keep confidential all matters relating to this Agreement or the Intellectual Property Rights of the parties and shall use all reasonable endeavours to present their

employees and agents from making any disclosure to any person of any matter relating to the Agreement or Intellectual Property Rights of the parties.

- 26.2.1 Any disclosure of information that is reasonably required by persons engaged in the performance of their obligations under this Agreement;
- 26.2.2 Any matter which a party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause;
- 26.2.3 Any disclosure to enable a determination to be made under Clause 21 (Disputes);
- 26.2.4 Any disclosure which is required by any law (including any order of a court of competent jurisdiction), any Parliamentary obligation or the rules of any stock exchange or governmental or regulatory authority having the force of law;
- 26.2.5 Any disclosure of information which is already lawfully in the possession of the receiving party prior to its disclosure by the disclosing party;
- 26.2.6 Any disclosure by a party to a department, office or agency of the Government;
- 26.2.7 Any disclosure for the purpose of the examination and certification of a party's accounts.

26.3 Where disclosure is permitted under clause 26.2, the recipient of the information shall be placed under the same obligation of confidentiality as that contained in this Agreement by the disclosing Council.

## 27 DATA PROTECTION

- 27.1 The parties shall at all times comply with the DPA, including maintaining a valid and up to date registration or notification under the DPA covering any data processing to be performed in connection with this Agreement and their responsibilities as data processors and/or data controllers.
- 27.2 The parties shall only undertake processing of Personal Data reasonably required in connection with the operation of this Agreement.
- 27.3 The parties shall not transfer any Personal Data to any country or territory outside the European Economic Area.

- 27.4 The parties shall not disclose Personal Data to any third parties other than:
- 27.4.1 in response to a data subject access request;
  - 27.4.2 to employees and contractors to whom such disclosure is necessary in order to comply with their obligations under this Agreement; or
  - 27.4.3 to the extent required to comply with a legal obligation

## 28 INTELLECTUAL PROPERTY

- 28.1 Any Intellectual Property Rights created during the discharge of the Service by the Provider Council on behalf of the Arranging Council shall vest jointly in the Councils and they shall be held in equal proportions on behalf of all of the parties to this agreement at the time they were created.
- 28.2 The Councils shall work to maximise and preserve the value of any Intellectual Property Rights and take reasonable steps to prevent the dilution of value through accidental or deliberate release of know-how, process or other related information to third parties.
- 28.3 The parties agree that in the event of termination of this Agreement or any Service Agreement created under this Agreement then any Intellectual Property Rights created under this Agreement shall be owned by the parties in equal proportions and each of the Councils shall have the ability to use any Intellectual Property Rights created under this Agreement or under the relevant Service Agreement in any continuing discharge of the service individually by the Councils in accordance with their statutory duties..

## 29 FREEDOM OF INFORMATION

- 29.1 The parties recognise that the Councils are public authorities as defined by FOI Legislation and therefore recognise that information relating to this Agreement may be the subject of an Information Request.
- 29.2 The Councils shall assist each other in complying with their obligations under FOI Legislation, including but not limited to assistance without charge in gathering information to respond to an Information Request.
- 29.3 Any Council shall be entitled to disclose any information relating to this Agreement and the

Specified Functions in response to an Information Request, save that in respect of any Information Request which is in whole or part a request for Exempt Information:

29.3.1 the Council which receives the Information Request shall circulate the Information Request and shall discuss it with the other Councils

29.3.2 the Council which receives the Information Request shall in good faith consider any representations raised by other Councils when deciding whether to disclose Exempt Information; and

29.3.3 the Council which receives the Information Request shall not disclose any Exempt Information beyond the disclosure required by FOI Legislation without the consent of the Council or Councils to which it relates

29.4 The parties to this Agreement acknowledge and agree that any decision made by a Council which receives an Information Request as to whether to disclose information relating to this Agreement pursuant to FOI legislation is solely the decision of that Council. A Council will not be liable to any party to this Agreement for any loss, damage, harm or detrimental effect arising from or in connection with the disclosure of information in response to an Information Request

## 30 SEVERABILITY

30.1 If at any time any clause or part of a clause or schedule or appendix or part of a schedule or appendix to this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect:

30.1.1 that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement;

30.1.2 the parties shall in good faith amend this Agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision to the extent that such spirit and intention is consistent with the laws of that jurisdiction and so that the amended Agreement complies with the laws of that jurisdiction

## 31 RELATIONSHIP OF PARTIES

31.1 Each of the parties is an independent local authority and nothing contained in this Agreement

shall be construed to imply that there is any relationship between the parties of partnership or principal/agent or of employer/employee. No party shall have any right or authority to act on behalf of another party nor to bind another party by contract or otherwise except to the extent expressly permitted by the terms of this Agreement

## 32 THIRD PARTY RIGHTS

32.1 The parties agree that they do not intend that any third party which may benefit from this Agreement shall have any rights of enforcement under the terms of the Contracts (Rights of Third Parties) Act 1999

## 33 ENTIRE AGREEMENT

33.1 This Agreement and all documents referred to in this Agreement set forth the entire agreement between the parties with respect to the subject matter covered by them and supersede and replace all prior communications, representations (other than fraudulent representations), warranties, stipulations, undertakings and agreements whether oral or written between the parties. Each party acknowledges that it does not enter into this Agreement in reliance on any warranty, representation or undertaking other than those contained in this Agreement and that its only remedies are for breach of this Agreement, provided that this shall not exclude any liability which either party would otherwise have to the other in respect of any statements made fraudulently by or on behalf of it prior to the date of this Agreement

## 34 LAW OF AGREEMENT OF JURISDICTION

34.1 This Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

SIGNED BY the parties on the date stated at the beginning of this Agreement

SIGNED BY THE PROVIDER AUTHORITY

Authorised Signatory

SIGNED BY THE ARRANGING AUTHORITY

Authorised Signatory

## SCHEDULE 1

### The Service

The Provider Council shall not enter into any commercial historic environment contract or undertake any historic environment consultancy within the area of the Arranging Council which might conflict with its obligations under the terms of this Agreement. Any services beyond those specified shall be subject to separate negotiation and agreement. For the avoidance of doubt all legal advice and action in relation to planning appeals and inquiries and generally shall be undertaken by the Arranging Council.

The Service will consist of:

1. Built historic environment planning advice:
  - Advising on listed building and conservation area applications and planning applications affecting listed buildings and conservation areas, including pre-application discussions
  - Providing conservation and design advice for listed buildings and conservation areas
  - Providing enforcement advice for listed buildings and conservation areas
2. Archaeology planning advice:
  - Advising on the archaeological implications of development and regeneration initiatives, including pre-application discussions
  - Providing briefs for archaeological work, monitoring fieldwork and post-excavation work
  - Advising on archaeological legislation, policy and heritage SPD
  - Advising on site management and the borough's archaeological assets
3. Historic Environment Record
  - Developing and maintaining the record in line with national guidance and standards to inform all policy and development control decisions;
  - Responding to HER enquiries, including planning and development-related enquiries and land management enquiries (eg Environmental Stewardship, Woodland Grant Schemes and Hedgerow Regulations, as per national agreements)
  - Providing information to the local and wider community for education, leisure and tourism for the understanding and enjoyment of the historic environment

Work will be carried out under the following themes. All work will be carried out in line with national guidance and standards to ensure compliance with statutory requirements

### **Theme 1: Understanding and Recording**

#### **Objective**

To develop and maintain a comprehensive public information resource – the Cheshire Historic Environment Record (HER) - which conforms to national standards and benchmarks, to inform all policy and development control decisions and for the understanding and enjoyment of the historic environment.

## **Procedures**

- Maintain and enhance the HER and related archives and manage its development as a comprehensive, holistic record..
- Maintain and enhance the Cheshire Historic Towns Survey data as part of the HER.
- Maintain and enhance the Cheshire Historic Landscape Characterisation data as part of the HER.
- Manage and enhance the HER to ensure that it conforms to national standards and benchmarks.
- Respond to consultations and facilitate access to the HER for planning and development-related enquiries.
- Respond to consultations and facilitate access to the HER for land management enquiries, as per national agreements (eg Environmental Stewardship, Woodland Grant Scheme, and Hedgerow Regulations) and works by statutory agencies and public utilities.
- Seek local, regional and national funding as appropriate to enhance and increase access to the HER.
- Participate as appropriate in local, regional and national projects to improve the management of the archaeological resource and the archaeological knowledge of Halton
- Review the IT requirements of the HER in line with national standards and guidelines.
- Provide data on the Historic Environment to the planning constraints systems, to ensure that the historic environment is adequately represented.
- Provide remote access to the data in the HER via a public access database and the Heritage Gateway.
- Respond to enquiries from the local community, general public, students and academics for information from the HER.

## **Theme 2: Policy, Strategy and Guidance**

### **Objective**

To advise on the formulation of policies, strategies and guidance relating to the historic environment and the historic landscape to ensure its sustainable management.

### **Procedures**

- Provide comments on local, regional and national policies, strategies and guidance as it affects the historic environment resource and historic landscapes.
- Advise on the formulation of historic environment policies in the Local Development Frameworks, in line with relevant PPS and national guidance.
- Contribute to Supplementary Planning Documents on historic environment issues where appropriate.
- Contribute historic environment input to corporate strategies, such as the Local Strategic Partnerships and Community Strategy where appropriate.
- Provide historic environment input to design frameworks, master plans and development briefs for major development areas where appropriate.
- Input to, and participate in, regional and national programmes to develop historic environment and historic landscape strategies.

## **Theme 3: Regulation and planning**

### **Objectives**

To advise on the historic environment implications of development, in line with national guidance, from pre-determination to post-determination, including the impact of minerals, waste disposal, highways and other infrastructure proposals on the historic environment resource.

### **Procedures**

- Advise on pre-application enquiries and input to site development briefs as required.

- Assess the historic environment implications of development proposals listed on the weekly planning lists, against the HER and advise on appropriate historic environment mitigation
- Provide advice on the application of government guidance (PPS 5) on the historic environment
- Advise on environmental impact assessments of minerals, waste disposal, highways and other infrastructure proposals.
- Provide advice on the formulation of planning conditions, section 106 agreements and mitigation measures.
- Provide briefs for archaeological work.
- Provide guidance on the adequacy of archaeological project designs and their conformity to specification.
- Monitor archaeological work to ensure compliance with the brief.
- Monitor and agree programmes for the post excavation, publication and archive deposition of archaeological projects.
- Advise museums on the management of archaeological project archives.
- Monitor the submission of project summaries to OASIS and period journals.
- Liaise with enforcement officers as appropriate.
- Monitor and provide advice to planning officers on the discharge of historic environment conditions.
- Review and maintain a list of Archaeological Contractors and Consultants, on a Cheshire wide or a regional basis.
- Review, maintain and enforce Conditions for Archaeological Contractors and Consultants working on a Cheshire wide or a regional basis.

## **Theme 4: Designation and consent processes**

### **Objective**

To advise on the application and interpretation of historic environment legislation to ensure compliance with statutory requirements.

### **Procedures**

- Provide comments on existing and developing national legislation and guidance as it relates to the historic environment resource.
- Provide advice on the application of historic environment legislation.
- Provide advice on the completion of, or prepare applications for scheduled monument consent by the local authority.
- Liaise with English Heritage on the management of protected archaeological sites.
- Liaise with English Heritage on the production of Heritage Management Agreements.
- Liaise with English Heritage and input to the strategic designation programme and the area designation programme

## **Theme 5: Land-use change management**

### **Objective**

To advise on development by statutory undertakers and environmental management schemes.

### **Procedures**

- Provide advice on proposed works by statutory agencies and public utilities.
- Provide advice on the archaeological impact of environmental management schemes eg applications under the Countryside Stewardship Scheme, Woodland Grant Scheme and Hedgerow Regulations 1997, in line with national agreements.

## **Theme 6: Regeneration and projects**

### **Objective**

To advise on the impact of urban and rural regeneration initiatives and derelict land reclamation schemes.

### **Procedures**

- Provide advice on the historic environment implications of regeneration and derelict land reclamation schemes.
- Facilitate the sustainable incorporation of historic assets in regeneration projects.
- Procure and manage external funding for archaeological projects to fulfil the objectives of the service.

## **Theme 7: Corporate estate and heritage asset management**

### **Objective**

To advise on the management of local authority owned heritage assets and private owners on management of archaeological sites.

### **Procedures**

- Provide specialist advice on the management and maintenance of the local authority archaeological resource
- Provide specialist advice to private landowners on the management and maintenance of the archaeological resource.
- Advise on appropriate methodologies for the assessment of the condition of archaeological resource.
- Input to regional Heritage at Risk surveys.

## **Theme 8: Promotion, outreach and representation**

### **Objective**

To liaise with local, regional and national heritage organisations, to formulate research agendas, to provide information to the local and wider community for the purposes of education, leisure, tourism and research and provide opportunities for community engagement.

### **Procedures**

- Provide remote access to the data in the HER via a public access database and the Heritage Gateway
- Provide remote access to the work of the service via the web.
- Input to and monitor the Regional Research Frameworks agenda, strategy and action plan.
- Prepare newsletters and arrange an annual archaeology day to publicise the work of the local authorities as appropriate.
- Present the work of the service to local groups and educational establishments.
- Liaise with local, regional and national heritage organisations.
- Input to English Heritage programmes of national research.
- Provide advice to services in Halton and local groups on applications for external funding which include archaeological sites and historic landscapes.
- Promote awareness of the local archaeological resource in the media.

## SCHEDULE 2

### The Equipment- Part A Provider Council

- Accommodation and general office equipment
- Historic Environment Record – the nationally recognised dataset of the historic environment covering Cheshire West and Chester, Cheshire East, Warrington and Halton. Consisting of computerised database of over 51,000 records accompanied by supplementary files, reports, record cards, maps, published and unpublished sources, photographs, slides, plans, drawings, and a library of over 1000 items, covering c. 110 linear metres of shelving. The Record is maintained to national standards and benchmarks by professional staff.
- Specialist ICT software and hardware
- Geographic information systems and corporate data
- Data files and correspondence - paper and electronic

The inventory of assets will be kept under regular review.

### The Equipment - Part B Arranging Council

None

### **SCHEDULE 3**

The Premises part A – the Provider Council

Accommodation and general office equipment will be supplied by the Provider Authority. The team has been allocated accommodation at Backford Hall, Chester. The accommodation location may be reviewed during the term of this contract.

The Premises part B – the Arranging Council

None

## **SCHEDULE 4**

### The Staff

In providing the historic environment service to the Arranging Council, the Provider Council will make available staff time in proportion to the historic environment resource in Halton. The objectives in Schedule 1 will be provided by 4.5 full-time equivalents historic built environment and archaeological professional staff equating to the work of approximately 0.3 full-time equivalent professional staff

## SCHEDULE 5

### Payment

A. The Arranging Council will make the following payment to the Provider Council for the provision of:

- |     |               |                                             |
|-----|---------------|---------------------------------------------|
| (1) | the Service   | £14,693.74                                  |
|     |               | (plus annual compound inflation thereafter) |
| (2) | the Equipment | £ nil                                       |

B. The following deductions will be made from the Payment for the undermentioned support provided by the Arranging Council:

- |     |           |       |
|-----|-----------|-------|
| (1) | Staff     | £ nil |
| (2) | Equipment | £ nil |

C. The figure stated in A (1) above shall be paid annually by the Arranging Council to the Provider Council on the 1st day of April or within 30 days of the invoice being supplied and thereafter on each anniversary of this date until the expiry of the Agreement.

If any sum is not paid on the due date the Arranging Council shall pay the Provider Council in addition to the delayed payment interest thereon at the Co-operative Bank plc base lending rate applicable at midday on the day in question plus 4% computed daily and the Provider Council may terminate the Agreement under Clause 18.1.2 if all outstanding sums owed by the Arranging Council to the Provider Council are not paid following fourteen days notice by the Provider Council to the Arranging Council that any sum then due under this Schedule has not been paid.

The sums mentioned in (C) above shall be adjusted by the Provider Council and notified to the Arranging Council by 1st March and each anniversary date thereafter in order to reflect the anticipated and reasonable running costs of providing the Service. For the avoidance of doubt it

is agreed that such adjustment shall not include any amount which arises from any decision by either Council to change the internal allocation of its resources. However, if any event occurs subsequent to the date of this Agreement which

- (i) is external to both Councils,
- (ii) could not reasonably have been foreseen when the sums in A and B above were originally calculated, and
- (iii) if the effect of such event had been anticipated in those calculations, it would have resulted in the relevant Council incurring a deficit in supplying A or B above, as the case may be, then that Council may adjust its charge in A or B so that the deficit shall not occur, but only after reasonable consultation with the other Council, and the Provider Council shall amend the sum in C above accordingly.

## SCHEDULE 6

### Monitoring and quality control

In providing the Historic Environment Service, the Provider Council shall use its best endeavours to maintain the standards and meet the performance indicators specified below:

- The provision of Historic Environment Record (HER) and related data to the Arranging Council from time to time in a form agreed with the Arranging Council
- Review data in the HER on an annual basis
- Respond to HER enquiries within 15 days of receipt of written request
- Respond to HER consultations for Farm Environment Plan enquiries, within 20 working days, as per the national agreements
- Check planning lists within 14 days of receipt
- Provide development control advice within 21 days of receipt of written request.

Measure	Current Performance	Target Performance
• % of the number of records reviewed in the Cheshire Historic Environment Record per annum.	26%	5%
• % of general enquiries to the Cheshire Historic Environment Record responded to within 15 working days.	85%	90%
• % of Farm Environment Plan enquiries to the Cheshire Historic Environment Record responded to within 20 working days, according to the agreed national service standard.	74%	100%
• % of planning lists checked within 14 days of receipt.	100%	100%
• % of archaeological development control advice provided within 21 working days.	100%	100%

Nominated representatives from the Provider Council and the Arranging Council shall meet twice yearly to

review the performance of the Agreement, the delivery of the Service, and arrangements for the provision of the Equipment.

If at any other time either party is dissatisfied with the performance of the Agreement that party shall request the other to attend an additional review meeting which shall be held within 14 days of the request being given.

If following such annual or additional review any outstanding matters remain unresolved the Parties will endeavour to reach agreement on such matters in accordance with the principles set out in Clause 21 of the Agreement. If Agreement has not been reached after three months following such review the dissatisfied party may give a further three months notice to terminate the Agreement in accordance with Clause 18.1.1, 18.1.2, 18.1.3, as the case may be.

## **SCHEDULE 7**

### The Notice Provisions

The officer managing the Agreement on behalf of the Provider Council is the Project Manager – Archaeology Planning Advisory Service.

In the event of one of the parties wishing to dissolve the Agreement six months notice should be given in writing to the Project Manager – Archaeology Planning Advisory Service, Cheshire West & Chester Borough Council, Backford Hall, Backford, Chester CH1 6PZ and the Operational Director, Environmental and Regulatory Services, Halton Borough Council.

Notification should clearly indicate the reasons for the dissolution of the Agreement and the date upon which dissolution is anticipated. Upon requesting the dissolution of the Agreement a meeting should be called and held within a period of 4 weeks. This meeting should be convened to discuss and action short and medium term requirements to ensure business continuity; personnel issues; treatment of assets and treatment of data.

## **SCHEDULE 8**

### Records

The Provider Council shall maintain the following Records under this Agreement:

- Casework/consultations record
- Time apportionment record
- Weekly planning lists record
- Annual service statistics report

## SCHEDULE 9

### Consequence of termination of the agreement

A. On the expiry of the Agreement though the effluxion of time the following arrangements shall be made in respect of the:

(1) Staff Not applicable.

(2) Equipment

- Accommodation, general office equipment, specialist ICT software and hardware, geographic information systems and corporate data will remain with the Provider Council
- Records relating to the Arranging Council will be provided from the Historic Environment Record, data files and correspondence, once arrangements have been put in place by the Arranging Council to ensure that the Record will be maintained to the appropriate national standards and benchmarks by professional staff. The costs for the work required to separate the relevant records and costs to offset any general investment made in the Record by the Provider Council will be agreed with and met by the Arranging Council.

B. If the Contract is terminated by notice under clauses 18.1.1, 18.1.2, 18.1.3 or 18.1.4 the following arrangement shall be made:

(1) Under 18.1.1: The Provider Council will retain responsibility for the staff described in Schedule 4. A(2) above shall apply in respect of equipment.

(2) Under 18.1.2: The Arranging Council will pay any costs incurred by Provider Council in redeploying or making redundant any member of the staff as a result of the termination of this agreement. A(2) above shall apply in respect of equipment.

(3) Under 18.1.3: If Provider Council is in default B(1) above shall apply. If Arranging Council is in default B(2) above shall apply. A(2) above shall apply in respect of equipment.

(4) Under 18.1.4: The Provider Council will retain responsibility for the staff described in Schedule 4. A(2) above shall apply in respect of equipment.

## **SCHEDULE 10**

### **Dependencies**

In order to support service delivery of the Historic Environment Service, the Provider Council will:

- Provide adequate staffing levels of dedicated, appropriately qualified and trained staff..
- Provide appropriate accommodation and storage facilities for the Historic Environment Record (HER) to ensure compliance with national standards and benchmarks.
- Provide appropriate hardware and software, licences and maintenance contracts to ensure the HER can comply with national standards and benchmarks.
- Ensure that the HER is the definitive source of all data pertaining to designated and undesignated historic assets.
- Ensure that the HER is the definitive source for all GIS datasets depicting designated historic assets and areas, for use in planning constraints mapping.

To enable the Provider Council to provide the Service, the Arranging Council will:

- Provide access to weekly lists of planning applications.
- Provide further details of planning applications on request
- Seek advice on policy and strategy production which may impact on the historic environment resource
- Agree a set of standard historic environment conditions and apply these as appropriate.