

# **Cabinet Member for Environment**

## **Agenda**

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**Date:** Monday, 1st July, 2013  
**Time:** 10.30 am  
**Venue:** Committee Suite 1 & 2, Westfields, Middlewich Road,  
Sandbach CW11 1HZ

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The agenda is divided into 2 parts. Part 1 is taken in the presence of the public and press. Part 2 items will be considered in the absence of the public and press for the reasons indicated on the agenda and at the foot of each report.

### **PART 1 – MATTERS TO BE CONSIDERED WITH THE PUBLIC AND PRESS PRESENT**

1. **Apologies for Absence**

2. **Declarations of Interest**

To provide an opportunity for Members and Officers to declare any disclosable pecuniary and non-pecuniary interests in any item on the agenda.

3. **Public Speaking Time/Open Session**

In accordance with Procedure Rules Nos.11 and 35 a period of 10 minutes is allocated for members of the public to address the meeting on any matter relating to the work of the body in question. Individual members of the public may speak for up to 5 minutes but the Chairman or person presiding will decide how the period of time allocated for public speaking will be apportioned where there are a number of speakers. Members of the public are not required to give notice to use this facility. However, as a matter of courtesy, a period of 24 hours' notice is encouraged.

Members of the public wishing to ask a question at the meeting should provide at least three clear working days' notice in writing and should include the question with that notice. This will enable an informed answer to be given.

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For requests for further information

**Contact:** Cherry Foreman

**Tel:** 01270 686463

**E-Mail:** [cherry.foreman@cheshireeast.gov.uk](mailto:cherry.foreman@cheshireeast.gov.uk) with any apologies

4. **Request for Permission under the Congleton Market Charter to hold a market in Biddulph** (Pages 1 - 4)

To consider a request for permission under the Congleton Market Charter to hold a market in Biddulph.

5. **Local Sustainable Transport Fund Business Travel Planning - Partnership Agreement** (Pages 5 - 26)

To consider a report seeking authority to establish a Partnership Agreement with the South Cheshire Chamber of Commerce and Industry to support the delivery of the business travel planning element of the Local Sustainable Transport Fund programme.

**THERE ARE NO PART 2 ITEMS**

## CHESHIRE EAST COUNCIL

### Cabinet Member for Environment

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<b>Date of Meeting:</b>	1 <sup>st</sup> July 2013
<b>Report of:</b>	Streetscape and Bereavement Services Manager
<b>Subject/Title:</b>	Request for Permission under the Congleton Market Charter to hold a market in Biddulph
<b>Portfolio Holder:</b>	Councillor David Topping

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#### 1.0 Report Summary

- 1.1 A request has been made by Staffordshire Moorlands District Council for permission to hold an artisan market in Biddulph on the first Friday of the month. The permission requested would be under the Congleton Market Charter.
- 1.2 The Portfolio Holder is requested to consider granting permission.

#### 2.0 Recommendation

- 2.1 That permission be given under the Council's Congleton Market Charter for Staffordshire Moorlands District Council to hold a market in the town of Biddulph on the first Friday of each month for a period of two years, from 1<sup>st</sup> August 2013 and that this permission be reviewed at the end of that period.

#### 3.0 Reasons for Recommendation

- 3.1 The decision above has been requested by Staffordshire Moorlands Borough Council. The Council does not itself hold a market in Congleton. Citi Markets, which does hold a market in Congleton on Tuesdays and Saturdays, in premises owned by the Council, does not object to the granting of permission, but have asked for a review to take place after one or two years.

#### 4.0 Wards Affected

- 4.1 Congleton West and Congleton East

#### 5.0 Local Ward Members

- 5.1 Councillors David Topping and David Brown

#### 6.0 Policy Implications

- 6.1 The policy implications of this decision relate to the economic well-being of Congleton Town Centre and the vitality of the market held in Congleton. It is

considered that an artisan market in Biddulph on the first Friday of the month would not affect the vitality of Congleton town centre or of Congleton Market. Citi Markets have not objected to the proposal.

## **7.0 Financial Implications**

7.1 There are no financial implications in respect of this decision.

## **8.0 Legal Implications**

8.1 Market Rights can be created in a number of ways i.e:

- (i) a franchise can exist by grant from the Crown (or by presumption of a lost grant from the Crown resulting from long uninterrupted use);
- (ii) The right to hold a market may be conferred by statute, e.g. by local act
- (iii) A market may be established under section 50 of the Food Act 1984

8.2 The creation of market rights confers on the holder the right to hold a market, and subject to the specific provision of the grant or statute, a power to charge tolls in connection with that market and the common law right to maintain an action for disturbance against anyone setting up a rival market within six and two-third miles of the market area.

## **9.0 Risk Management**

9.1 It is suggested that in order to manage any risk, that this permission be given on a temporary basis, e.g. two years and be subject to review after that time.

## **10.0 Background and Options**

10.1 The Calendar of Charter Rolls date 1257 to 1300 shows that a Charter to hold a market on a Saturday in Congleton was granted to the Earl of Lincoln. Cheshire East Borough Council, as the administrative authority for the area, now have the right to the Charter rights. This means that anyone who wants to set up a market within 6 2/3rds miles of Congleton town would need to seek the council's permission. This is likely to relate only to holding a market on Saturdays, but this is not certain.

10.2 In August 2006, Congleton Borough Council granted permission to Staffordshire Moorlands District Council to hold a market in Biddulph on Fridays. Several markets were held but it did not become established. Staffordshire Moorlands District Council are again seeking permission to recommence an artisan market on the first Friday of each month.

10.3 Citi Markets, which holds a market in Congleton town centre on Tuesdays and Saturdays, has been approached. This company hold the market on Council property. They have no objection to a market being held in Biddulph on a Friday, but asked for a review after one or two years. The Town Council, ward councillors and the Town Centre Manager, have also been approached, with no objections being made.

## **11.0 Access to Information**

- 11.1 The background papers relating to this report can be inspected by contacting Fiona Crane, solicitor, on 01270 685847 or e-mail:  
[fiona.crane@cheshireeast.gov.uk](mailto:fiona.crane@cheshireeast.gov.uk)

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(Generic)

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## CHESHIRE EAST COUNCIL

### Cabinet Member for Environment

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<b>Date of Meeting:</b>	1 <sup>st</sup> July 2013
<b>Report of:</b>	Head of Public Protection and Enforcement
<b>Subject/Title:</b>	Local Sustainable Transport Fund Business Travel Planning – Partnership Agreement
<b>Portfolio Holder:</b>	Cllr David Topping

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#### 1.0 Report Summary

- 1.1 The report seeks authorisation to establish a Partnership Agreement with the South Cheshire Chamber of Commerce and Industry (SCCCI) to support the delivery of the business travel planning element of the Local Sustainable Transport Fund (LSTF) programme.
- 1.2 The Partnership Agreement has a value of £22,000 per annum with an end date of 31 March 2015 in line with the LSTF funding period. The Agreement will be fully funded by the grant from the Department for Transport (DfT).

#### 2.0 Recommendations

- 2.1 To agree the establishment of a partnership arrangement with the South Cheshire Chamber of Commerce and Industry (SCCCI).
- 2.2 To authorise the Borough Solicitor or an authorised signatory within Legal Services to sign the Partnership Agreement and to implement and monitor the Agreement until 31<sup>st</sup> March 2015.

#### 3.0 Reasons for Recommendations

- 3.1 The SCCCI is a “not for profit” organisation which supports and promotes the local business community through representing the views of the businesses, providing information and advice, and facilitating activities for the benefit of the local business community.
- 3.2 The SCCCI is uniquely placed to facilitate business engagement, joint working and collaboration on travel planning activities in Crewe. They have existing networks and partnership structures already in place, which are sustainable beyond the funding period. It is anticipated that the involvement of the SCCCI will help to secure the buy-in and ownership from the business community.
- 3.3 The Council have appointed an LSTF Project Officer to lead the business travel planning activities. The Project Officer will work closely with the SCCCI by “hot desking” from their offices, utilising a SCCCI email account when communicating with the business community.

- 3.4 The SCCC I will support the Council's Project Officer in initiating, co-ordinating and facilitating business engagement on travel planning activities. The SCCC I team will help to raise awareness and promote business travel planning to major employers and local businesses. The team includes skills, knowledge and expertise in business development and engagement, events and marketing, partnership working / liaison and international trade.
- 3.5 The SCCC I also have a number of well established communication tools and channels which are familiar to the business community. Through the Partnership Agreement, the Council's Project Officer will have access to these tools when promoting and encouraging the take-up of travel planning activities. The communication channels include a web portal, magazine, e-newsletter, existing networking events and business awards.
- 3.6 The primary aim of the partnership is to encourage increased levels of walking, cycling, public transport and car sharing for the journey to work amongst major employers and local businesses. If successful this will reduce the levels of congestion that are currently hindering the local economy and help to unlock the growth potential of the town. Tackling congestion and improving accessibility will make Crewe a more attractive location for business investment and job creation.

#### **4.0 Wards Affected**

- 4.1 All Crewe wards

#### **5.0 Local Ward Members**

- 5.1 All Crewe wards

#### **6.0 Policy Implications**

- 6.1 The delivery of LSTF measures supports the "All Change for Crewe" regeneration programme to unlock the growth potential of Crewe in a low carbon way. The LSTF will deliver sustainable transport solutions and enable smarter travel choices for those who live and work in Crewe – focusing on the major employment sites within the Crewe urban area.
- 6.2 Encouraging increased levels of walking and cycling will have positive health benefits through increased active travel, as well as tackling congestion and improving air quality. The LSTF programme promotes access to jobs, apprenticeships, skills and training opportunities, particularly for those Not in Employment, Education and Training (NEET).

#### **7.0 Financial Implications**

- 7.1 The value of the Partnership Agreement with SCCC I is £22,000 per annum. The Partnership Agreement will be fully funded through the LSTF and the associated costs will be claimed from the Department for Transport (DfT) on a quarterly basis. The Partnership Agreement makes clear that if DfT grant



funding was to end, that the Partnership Agreement would cease and could no longer be funded.

7.2 The resources to be allocated by the partners to the Partnership are:

Partner	Resource	Value
Chamber	Staff (as outlined in Partnership Agreement). Each member of staff is to be available for half a day each week to conduct partnership matters.	Equivalent to £15,000 per annum (reimbursed by the Council)
Chamber	Communication Tools such as Magazine Space; E-Newsletter; Chamber Portal; Network lunches; Social media	Equivalent to £5,000 per annum (reimbursed by the Council)
Chamber	Overheads including hot desk; IT support; printing; stationery; postage	Equivalent to £2,000 per annum (reimbursed by the Council)
Council	Provision of Project Officer and budget for delivery of partnership objectives	N/A

7.3 The Agreement will end on 31<sup>st</sup> March 2015, although the benefits of business travel planning are expected to be sustained beyond the funding period through the SCCCI partnership structure.

## 8.0 Legal Implications

8.1 Advice has been sought from Audit and Legal on the relevant criteria that needed to be addressed in order to be able to enter into a partnership and the appropriate form of agreement to govern the partnership arrangement.

8.2 The partnership agreement defines the roles, responsibilities and liabilities of each partner and set outs the aims and objectives of the partnership. Payments to SCCCI under the agreement are expressed as being payable quarterly in arrears and the Council can give one months' written notice to terminate should DfT funding cease. This ensures that the Council is not committed to the agreement should the funding cease to be available.

8.3 The Partnership Agreement has been drafted by the Council's Legal Services Team and is attached as Appendix 1 to this report.

## 9.0 Risk Management

9.1 To manage the implementation of the Partnership Agreement, quarterly meetings will be held to manage and monitor performance to ensure that the aims and objectives of the Partnership are being discharged effectively.

- 9.2 The business travel planning activities undertaken through the Partnership Agreement are branded as part of the All Change for Crewe regeneration programme, which is a private sector-led public/private partnership. This approach enhances the public awareness of delivery projects and schemes being delivered through All Change for Crewe.

## **10.0 Background**

- 10.1 Business travel planning forms an important delivery scheme within Theme 1 (Access to Employment, Skills & Apprenticeships) of the LSTF programme. The major travel generators in Crewe include large employers, health care providers, education providers and the retail park – many of whom experience problems of accessibility, congestion and overspill parking which hinder the operation of their sites.
- 10.2 To address these challenges, the LSTF will encourage take-up of business travel planning activities to help manage trips by all modes of transport, but with a particular focus on encouraging increased levels of walking, cycling, public transport and car sharing. The aim is to facilitate partnership working and collaboration through a Smarter Travel Partnership enabling an area-wide approach to travel planning and critical mass to ensure the success of new initiatives and achieve modal shift.
- 10.3 A crucial benefit to the Council in establishing the Smarter Travel Partnership within the Chamber's existing partnership arrangements is sustainability beyond the funding period – which the DfT expect local authorities to be able to demonstrate. Following a period of pump-priming, it is envisaged that the partnership would become a membership organisation with associated annual subscription fees collected from local businesses to ensure ongoing financial sustainability.

## **11.0 Access to Information**

The background papers can be inspected by contacting the report writer:

Name: Jenny Marston

Designation: Policy & Accessibility Manager

Tel No: 01270 686349

Email: [jenny.marston@cheshireeast.gov.uk](mailto:jenny.marston@cheshireeast.gov.uk)

APPENDIX 1

DATED DAY OF 2013

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PARTNERSHIP AGREEMENT

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LSTF – BUSINESS TRAVEL PARTNERSHIP

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## PARTNERSHIP AGREEMENT

**THIS Agreement** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2013

## BETWEEN

- (1) **CHESHIRE EAST BOROUGH COUNCIL** of Westfields Middlewich Road Sandbach Cheshire CW11 1HZ (“the Council”)
- (2) **SOUTH CHESHIRE CHAMBER OF COMMERCE** of (insert address) (“the Chamber”)

**Together referred to as "the Partners"**

## 1. Status

- 1.1 This Agreement establishes an agreement between the members of the Partnership so as to make provision for its future management and decision-taking and an agreement between the partners regarding the Partnership's assets and liabilities.
- 1.2 This Agreement does not constitute a Partnership Agreement under the Partnership Act 1890 or a contract of employment between the members of the Partnership and each of the members undertakes to make this clear, when relevant, in all its dealings with third parties.

## 2. Definitions

<b>DfT</b>	Department for Transport
<b>Internal Audit</b>	means the internal audit department of the Council
<b>LSTF</b>	Local Sustainable Transport Fund
<b>Partnership Steering Group</b>	means the group responsible for advising, managing and monitoring the effectiveness of the partnership in line with this agreement

### 3. Name of Partnership

- 3.1 The name of the Partnership is the Crewe Smarter Travel Partnership.

#### 4. Vision, Mission, Aims and Objectives

- 4.1 The Council has been successful in bidding for LSTF funding from the DfT. The focus of the LSTF bid was the Crewe area and the objective of the programme is to improve sustainable transport options within Crewe. Many local businesses experience problems of accessibility, congestion and overspill parking, which hinder

the operation of their sites as well as the local economy in terms of journey time delay and unreliability.

- 4.2 The Chamber exists to serve and promote the interests of the whole business community within the South Cheshire area.
- 4.3 The Partnership objectives are therefore :
- (i) to engage businesses within the Crewe area in the LSTF programme with the primary aim of reducing single occupancy vehicle trips amongst employees and encouraging increased levels of walking, cycling, public transport and car sharing;
  - (ii) to liaise with other related partnerships and organisations on relevant issues;
  - (iii) to facilitate joint working enabling an area wide approach to travel planning;
  - (iv) to achieve critical mass to ensure the success of the area wide approach and collectively these shall be known as the “Objectives”.

## **5. Partners’ Roles, Duties and Responsibilities**

- 5.1 The Chamber will employ its staff (details of whom are contained in Appendix 1) on delivery of the Partnership objectives half a day a week during the Term of the Partnership.
- 5.2 The Chamber will allow the Partnership to access and use its communication tools in order to achieve effective communication with businesses within the Crewe area in order to further the Partnership objectives.
- 5.3 The Council will employ a Project Officer who shall work in conjunction with the Chamber to deliver the Objectives.
- 5.4 The Project Officer shall be based at the Chamber on a minimum of one working day per week and the Chamber shall allow the Project Officer use of Chamber facilities such as a hot desk and access to IT or otherwise as the Partners may agree.

## **6. Working Principles**

- 6.1 Any decisions regarding the partnership will be referred to the Partnership Steering Group.
- 6.2 Any Partner implementing a decision of the Partnership shall do so in accordance with this Agreement.

## **7. Term**

- 7.1 This Agreement shall continue in force from July 2013 to 31<sup>st</sup> March 2015 unless it is extended or terminated in accordance with the provisions of this Agreement.

**8. The Partnership**

- 8.1 Membership and attendance at meetings of the Partnership shall be as set out in section 5 below.
- 8.2 Any member of the Partnership may propose that an organisation shall be co-opted to the Partnership and any organisation with an interest may apply to join the Partnership.
- 8.3 The Partnership shall decide upon the appropriateness of any proposed new member of the Partnership, but no such application for membership shall be unreasonably refused.
- 8.4 The Partnership shall normally meet on a quarterly basis
- 8.5 To achieve the Objectives the Partnership shall:
- (i) Assist with monitoring of specific Projects as appropriate;
  - (ii) Ensure that project appraisal, approval and progress is undertaken and monitored in accordance with whatever guidelines may be required by the relevant funding body;
  - (iii) Give support to the Council's Project Officer and staff from the Chamber of Commerce working on partnership delivery projects;
  - (iv) Ensure that proposed projects are robust, sustainable and fit with Partnership objectives;
- and
- (vi) Review this Agreement if necessary.
- 8.6 Where possible a representative from the Chamber and the Council shall attend each meeting of the Partnership. The Council's Project Officer will attend each meeting.
- 8.7 Decisions of the Partnership shall be made wherever possible by consensus. However, a decision which does not bind any individual member to incur expenditure or other liability on behalf of their organisation may be made by majority vote if consensus cannot be achieved. A decision which binds a Partner to incur expenditure or other liability may only be made by majority vote if the Partner who would incur that expenditure or liability is in agreement with the proposal.
- 8.8 Where delay would prejudice the progress of the Partnership or an individual resolution of the Partnership, the Partnership may resolve to take financial and other decisions by the use of written and/or electronic communication, whereby Partners shall circulate relevant reports and recommendations and Partners shall respond within a given timetable.;



## **9. Procedures**

### **9.1 Meetings of the Partnership shall be quorate:**

- (i) A quorum for a meeting of the Partnership shall consist of a representative from the Chamber and the Council ,
- (ii) A quorum of the Partnership shall be met before the business of the meeting may proceed.
- (iii) In the case where the re-scheduling of an adjourned or cancelled Partnership meeting might cause delay to decisions of the Partnership that would prejudice the progress of the Partnership, the Partnership may resort to action as detailed in paragraph 8.8.

### **9.2 Any representative who has a personal or pecuniary interest in any matter under consideration at a meeting of the Partnership shall declare his or her interest and this should be recorded in the minutes of the meeting. The representative shall withdraw from the meeting when the matter is being considered unless the Partners decide otherwise. If the Partner with a pecuniary or personal interest remains they may take part in the discussion but may not vote on the matter. The interest shall be recorded in the minutes of the meeting.**

### **9.3 It shall be the responsibility of each Partner to ensure progress is reported to their respective organisations and to seek the necessary approvals or guidance from their organisations on their position on Partnership matters.**

## **10. Administration**

### **10.1 The Council's Project Officer shall be responsible for:-**

- (i) Providing administrative support in taking minutes, setting agendas and mailing information;
- (ii) Agendas/minutes of meetings being prepared and circulated not less than five working days before each meeting;
- (i) Issuing minutes as soon as practicable after each meeting;
- (ii) Issuing reports/updates to relevant partners;
- (iii) Undertaking the work of the Partnership in order to fulfil the aims and objectives as set by the Partnership.

### **10.2 Any Partner wishing to propose one or more items for an agenda of a meeting of the Partnership shall notify the Project Officer**

## 11. Allocation of Resources

The suggested resources to be allocated by the partners to the Partnership are as follows:-

<b>Chamber</b>	Staff (as outlined in Appendix 1)	Each member of staff is to be available for half a day each week to conduct partnership matters Equivalent to £15,000 per annum (reimbursed by the Council)
<b>Chamber</b>	Communication Tools such as Magazine Space; E-Newsletter; Chamber Portal; Network lunches; Social media	Equivalent to £5,000 per annum (reimbursed by the Council)
<b>Chamber</b>	Overheads including hot desk; IT support; printing; stationery; postage	Equivalent to £2,000 per annum (reimbursed by the Council)
<b>Council</b>	Provision of Project Officer and budget for delivery of partnership objectives	

These figures are indicative, but if there is any major deviation away from these, the Partnership will be notified.

For the avoidance of doubt, no employee shall be employed by the Partnership and the Council and the Chamber shall be responsible for any employment liabilities or costs of their own staff engaged in the delivery of Partnership Objectives.

## 12. Monitoring And Evaluation Of Activities

- 12.1 The Project Officer will produce regular progress reports to the Partnership.
- 12.2 Regular meetings between the Chamber's responsible officer (Paul Colman) and the Council's LSTF Programme Manager (Jenny Marston) will take place to evaluate the effectiveness of the partnership. .
- 12.3 The Partnership will collate staff travel survey results and monitor data from businesses where appropriate to evaluate whether the objectives are being met.
- 12.4 Chamber employees will keep a record of hours worked on delivery of Partnership objectives for project management and audit purposes.

### **13. Key Milestones For the Partnership**

Achievement of the following milestones will be monitored:

- Launch of the business travel planning promotion
- Launch of a travel partnership to encourage business collaboration on travel initiatives
- Mid-term review of progress
- Final reporting

### **14. Equality Duties**

- 14.1 The Partners acknowledge their respective duties under equality legislation to eliminate unlawful discrimination, harassment and victimisation, and to advance equality of opportunity and foster good relations between different groups.
- 14.2 The Partners agree to adopt and apply the Council's policies whilst carrying out the partnership objectives, to ensure compliance with their equality duties.
- 14.3 The Partners shall take all reasonable steps to secure the observance of clause 14.2 by all servants, employees or agents of the partners employed in achieving Partnership objectives.

### **15. Complaints Handling**

- 15.1 Complaints about the Partnership should be dealt with in line with either the Council's Complaints Policy or the Chamber's, depending on the nature of the complaint.

### **16. Income and Expenditure**

- 16.1 The Council's Project Officer shall manage the budget for delivery of Partnership objectives in line with the Council's Constitution and Finance and Contract Procedure Rules.
- 16.2 The Chamber shall submit invoices to the Council quarterly in arrears (at the end of March, June, September and December) for reimbursement of those costs outlined in clause 11 (Allocation of Resources) above. Invoicing for staff and overheads shall be on the basis of four equal quarterly payments per annum, or pro-rata for shorter periods. Invoicing for Communication Tools shall be on the basis of services delivered during the quarter. Payment shall be made by the Council within 30 days of production of a valid invoice by the Chamber.

**17. Confidentiality and Freedom of Information**

- 17.1 The Partnership may be in receipt of information which is deemed confidential by the Partner or other organisation ("the Discloser"). This may include any valuable commercial information that provides a business with an advantage over competitors who do not have that information, or information which relates to the business, affairs, developments, trade secrets, know-how, personnel, members and suppliers of either party or information which may reasonably be regarded as the confidential information of the Discloser ("the Confidential Information"). In this case, subject always to the remainder of this Clause 17, each member ("the Recipient") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser's prior written consent provided that:-
- (i) The Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of this Agreement ;
  - (ii) The provisions of this Clause 17 shall not apply to any Confidential Information which:-
    - (a) is in or enters the public domain other than by breach of this Agreement or other act or omissions of the Recipient;
    - (b) is obtained by a third party who is lawfully authorised to disclose such information;
    - (c) is authorised for release by the prior written consent of the Discloser;
    - (d) the disclosure of which is required to ensure the compliance of the Recipient with the Freedom of Information Act 2000 ("FOIA") or the Environmental Information Regulations 2004 ("EIR").
- 17.2 Nothing in this Clause 17 shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory requirement in connection with any action, suit, proceedings or claim or otherwise by applicable law or, provided that the information is subject to a confidentiality undertaking to its professional advisors or insurers.
- 17.3 The Partners acknowledge that each is subject to the requirements of FOIA and the EIR, and shall assist and co-operate with one another to enable each Partner to comply with these information disclosure requirements, where necessary.

**18 Access For Internal Audit**

- 18.1 Internal Audit staff will have full access to inspect all premises and assets, and full access to inspect and take copies of all records, accounts and computer record, written memoranda, files, invoices and receipts and any other documentary evidence as they may require and held by Partners subject to data protection and confidentiality provisions of this Agreement .
- 18.2 Partners are expected to cooperate fully with Internal Audit staff in relation to providing further explanations and information where requested to do so.
- 18.3 Internal Audit staff will try to give reasonable notice of their requirement to access specific premises and/or documentation, but reserve the right to access the same on demand.

**19. Termination of Partnership**

- 19.1 Either Partner (for the purposes of this clause, the First Partner) may terminate this Agreement in whole or part with immediate effect by the service of written notice on the other Partner (for the purposes of this clause, the Second Partner) in the following circumstances:
  - (i) if the Second Partner is in breach of any material obligation under this Agreement, provided that, if the breach is capable of remedy, the First Partner may only terminate this Agreement under clause 19.1, if the Second Partner has failed to remedy the breach within 28 days of receipt of notice from the First Partner **(Remediation Notice)** to do so;
  - (ii) there is a Change in Law that prevents either Partner from complying with its obligations under this Agreement; or
  - (iii) following a failure to resolve a dispute under clause 23
- 19.2 By either Partner giving the other 6 months written notice.
- 19.3 The Council may give the Chamber one months written notice of termination should the Council be notified that the DfT funding is no longer available.

The provisions of clause 20 shall apply on termination of this Agreement.

## **20. Consequences Of Termination**

20.1 If this Agreement is terminated in whole or in part for any reason:

(i) Then the Council shall ensure that payment of any invoices received from the Chamber are promptly paid, unless failure by the Chamber to provide staff as outlined in clause 11 is the reason for termination

(ii) The Partners shall co-operate to ensure that ongoing projects are concluded or brought to a suitable conclusion

(iii) Notification of any members of the partnership is undertaken

20.2 The provisions of the following clauses, clause 17 (Confidentiality and Freedom of Information) , clause 18 (Access for Internal Audit), clause 20 (Consequences of Termination) and clause 21 (Indemnities) shall survive termination or expiry of this Agreement:

## **21. Indemnity**

21.1 Each Partner shall indemnify and keep indemnified each and every Partner against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever arising in tort (including negligence) default or breach of this Agreement, to the extent that such loss or claim is due to the breach of contract, negligence, wilful default or fraud of itself or its employees save to the extent that the same is directly caused by or directly arises from the negligence or applicable law by one or more of the other Partners.

21.2 Each Partner shall further indemnify the other Partners 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, wilful default or fraud by itself or its employees and which arise out of the operation of the Partnership. Such indemnity shall apply to direct losses only.

21.3 A Partner shall have a duty to inform the other Partners immediately it becomes aware of any circumstances likely to form the basis of any claim against any Partner or Partners or likely to result in any financial loss to the Partner or Partnership and the Partner or Partnership shall ensure that relevant employees comply with this obligation.

21.4 The above indemnity shall apply retrospectively to any neglect act error or omission which may have occurred since the commencement of the Partnership.

**22. Conflicts of Interest**

- 22.1 In relation to this Agreement and the objectives of the Partnership, the parties will take all reasonable steps to identify whether or not a conflict of interest arises or is likely to arise either between them or in relation to a third party or parties in relation to the activities of the Partnership. If a conflict does or may arise, the conflicted party must forthwith notify the other party of such potential or actual conflict and propose a means by which the conflict can be avoided or minimised.

**23. Dispute Resolution**

- 23.1 Except where this Agreement provides otherwise in all cases of dispute or difference arising out of the rights duties or liabilities of the Partners the dispute shall be referred to (insert details e.g Chief Officer of Council & equivalent from Chamber) in consultation with the other Partners in the first instance.
- 23.2 If the Partners fail to achieve a satisfactory resolution then any Partner to the dispute may on giving written notice to all the other Partners require the dispute to be referred to the Centre for Dispute Resolution or such other similar body as is agreed.

**24. Variation**

- 24.1 Any variation to this Agreement shall be agreed by all the Partners.
- 24.2 No variation of this Agreement shall be effective unless in writing and signed by or on behalf of a duly authorised representative of each of the Partners.

**25. Third Parties**

- 25.1 Pursuant to Section 1 of the Contracts (Rights of Third Parties) Act 1999 this Agreement shall not create any rights for the benefit of or enforceable by any person not a party to it.

**26. Anti-Fraud Procedures**

- 26.1 Any Partners whether directly employed by a partner organisation or externally appointed should have a process in place for reporting suspicions of fraud, corruption or other misconduct. The Council has Whistleblowing Policies which should be followed in these circumstances.
- 26.2 Reported allegations will be considered on an individual basis and investigated by an appropriate individual/organisation in line with their procedures and the outcomes reported back to, if necessary, to the other partner.

**27. Entire Agreement**

- 27.1 This Agreement, the Schedules and the documents annexed to it or otherwise referred to in it contain the whole agreement between the parties relating to the subject matter of it and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

**28. Governing Law and Jurisdiction**

- 28.1 Subject to clause 28, this Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales, and the Partners irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

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

The COMMON SEAL of CHESHIRE EAST BOROUGH COUNCIL

Was hereunto affixed in the presence of:

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Authorised Signatory

EXECUTED as a DEED

By The South Cheshire Chamber of Commerce

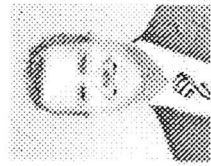
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**APPENDIX 1**  
**Chamber Staff Structure**

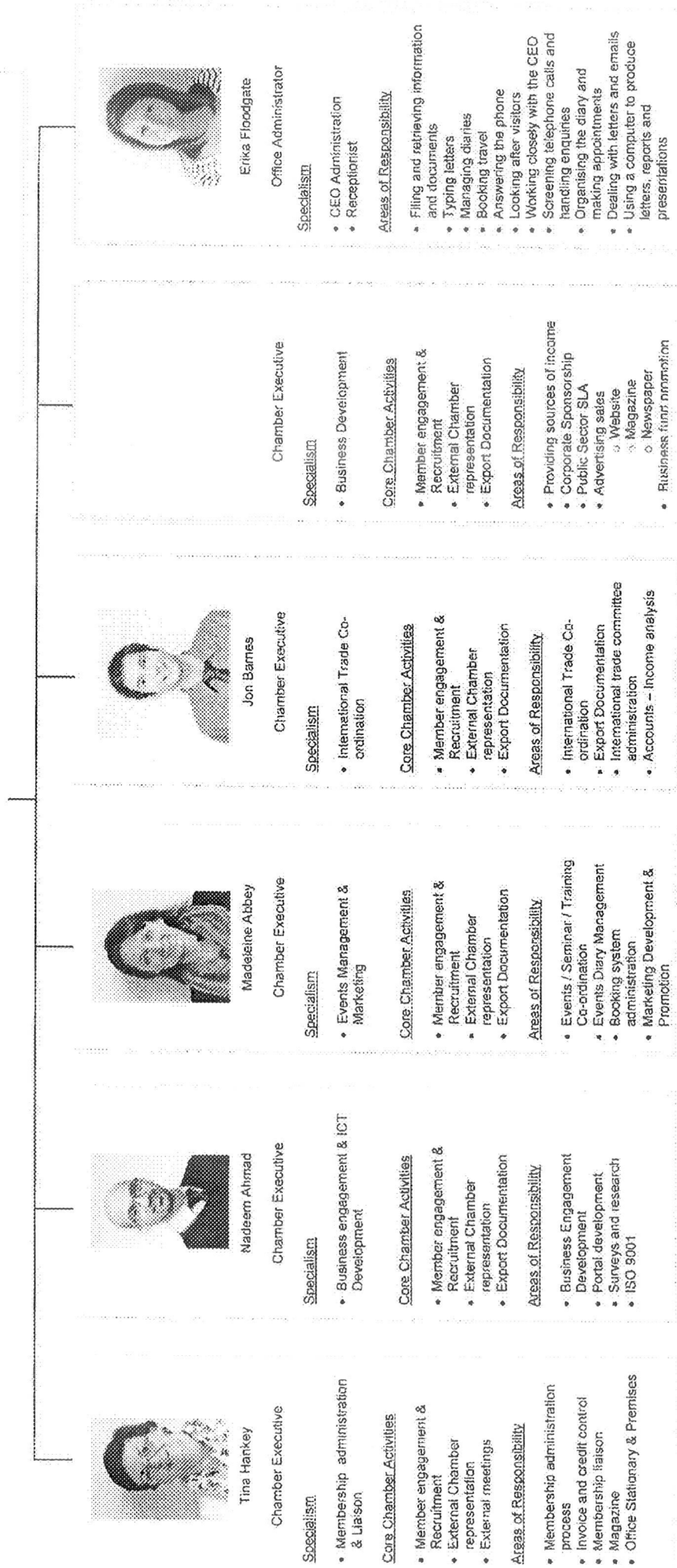
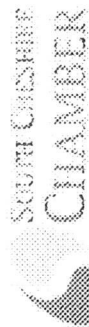
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# South Cheshire Chamber of Commerce - Organisational Chart



## Outsourcing

- Credit control – Anne Xiourouppa
- Management accounts – O'Hara accountants
- Book Keeping – Anne Xiourouppa
- Fund Administration – Richard Weilding
- BSI 9001 – Mark Nolan, Trian Management systems



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