

**Dated** \_\_\_\_\_ **2020**

**SOUTH KESTEVEN DISTRICT COUNCIL**  
**LEISURESK LIMITED**

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**CONTRACT**  
**for the provision of resourcing and support services**  
**to LeisureSK Limited**

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**PARTIES**

- (1) **SOUTH KESTIVEN DISTRICT COUNCIL** of Council Offices, St. Peter's Hill, Grantham NG31 6PZ (the **Council**).
- (2) **LEISURESK LIMITED** (company no 12888724) whose registered office is at Council Offices, St. Peter's Hill, Grantham NG31 6PZ (the **Company**).

**BACKGROUND**

- (A) The Council has the necessary skill, knowledge and experience to provide the Agreed Resources and perform the Support Services.
- (B) In reliance upon that skill, knowledge and experience, the Company wishes the Council to provide from time to time the Agreed Resources and perform the Support Services, and the Council agrees to provide and perform them on the following terms.

**AGREED TERMS**

**1 DEFINITIONS AND INTERPRETATION**

1.1 In this Contract:

**Agreed Purposes** means the business activity/ies of the Company as set out in its Business Plan and the Company's objects

**Agreed Resources** has the meaning given in clause 3.5

**Authorised Officer** means the person nominated by the Council in accordance with clause 12

**Available Resources** means the resources and services of the Council which could be supplied to the Company in accordance with this Contract, including:

- (a) Council Equipment;
- (b) the Council's Intellectual Property;
- (c) any Property; and
- (d) the Support Services

**Business** has the meaning given in the Member's Agreement

**Business Day** means a day (other than a Saturday or Sunday) on which the banks in the City of London are open for business

**CEDR** means the Centre for Effective Dispute Resolution

**Commencement Date** means the date of this Contract

**Company Equipment** means the equipment (if any) to be provided by the Company as listed in a Request Form

**Confidential Information** means, in relation to a person, all technical, commercial, financial or other information of whatever nature relating to that person's business, products, developments, services, trade secrets, know-how, personnel, supplies or historic current or potential customers, whether or

not designated as confidential and whether disclosed orally, pictorially, in writing, by demonstration, by viewing, in machine readable form or by any other means

**Contract Manager** means the person nominated by the Council in accordance with clause 12

**Contract Period** means the Initial Contract Period and any Extended Contract Period

**Contract Price** means the sum payable by the Company to the Council for the provision of the Agreed Resources and the performance of the Support Services as set out in a Request Form

**Council Contracts** means contracts entered into between the Council and third parties for the provision of any services, goods, software or hardware of any nature whatsoever

**Council Equipment** means all physical assets, equipment and software owned or licensed by the Council

**Council's Intellectual Property** means Intellectual Property owned by the Council

**Council Representative** has the meaning given in the Member's Agreement

**Data Protection Legislation** means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner

**Director** means a director (or equivalent) of the Company, by whatever name called

**Dispute Resolution Procedure** means the procedure set out in clause 21

**EIR** means the Environmental Information Regulations 2004 and any subordinate legislation made under the Regulations from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation

**Extended Contract Period** has the meaning set out at clause 2.2

**FOIA** means the Freedom of Information Act 2000 and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation

**Force Majeure Event** means any event or occurrence which is outside the reasonable control of the Party concerned (and which is not attributable to any act or omission by the Party concerned including failure to take preventative action). This definition does not include any industrial action occurring amongst the Staff or any staff of any sub-contractor

**Good Industry Practice** means the exercise of that degree of skill, diligence and foresight which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the provision of services similar to the Support Services under the same or similar circumstances as those applicable to the Contract and which are in accordance with any codes of practice published by relevant trade associations

**Initial Contract Period** has the meaning given in clause 2.1

**Intellectual Property** means present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and

rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights;

**Law** means:

- (a) any Act of Parliament;
- (b) any subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978;
- (c) any exercise of the Royal Prerogative; and
- (d) any enforceable community right within the meaning of section 2 of the European Communities Act 1972

in each case in force in the United Kingdom

**Materials** means any and all works of authorship, materials, deliverables and/or processes developed, written, delivered or prepared by the Council on whatever media for the purposes of (or as a result of) providing the Agreed Resources and performing the Support Services including, without limitation, any and all reports, studies, data, databases, diagrams, charts, specifications and software

**Member's Agreement** means the agreement of that name entered into between the Parties on or around the date of this Contract

**Month** means a calendar month

**Property** has the meaning given in Schedule 2 provided that, for the avoidance of doubt, the premises at which the Business is primarily undertaken shall not be a Property (and the occupation of those premises shall be governed by a separate agreement entered into between the Council and the Company)

**Request Form** means a form specifying the Available Resources which the Company is requesting the Council to provide to the Company in such form as the Council and the Company may agree from time to time

**Replacement Provider** means each and every service provider who shall provide any service similar to any of the Agreed Resources and Support Services immediately after expiry or earlier termination of this Contract

**Staff** means all personnel employed or engaged by or through the Council in the provision of the Agreed Resources and performance of the Support Services or in connection with this Contract, whether such personnel are partners, directors, officers, subcontractors, agency staff or other persons in any manner employed or engaged by the Council or are employed on their own account as independent contractors to the Council

**Support Services** means the support services agreed between the Council and the Company in accordance with clause 4.1, provided by the Council pursuant to and in accordance with this Contract

**Working Hours** means 9.00 a.m. to 5.00 p.m. on a Business Day

1.2 A reference to a statutory provision includes a reference to:

- 1.2.1 a statutory amendment, consolidation or re-enactment (whether before or after the date of this Contract);

1.2.2 statutory instruments or subordinate legislation (as defined in section 21(1) of the Interpretation Act 1978) or orders made under the statutory provision (whether made before or after the date of this Contract); and

1.2.3 statutory provisions of which the statutory provision is an amendment, consolidation or re-enactment.

1.3 Reference to:

1.3.1 a person includes a legal or natural person, partnership, trust, company, government or local authority department or other body (whether corporate or unincorporate);

1.3.2 a statutory or regulatory body shall include its successors and any substituted body;

1.3.3 an individual includes, where appropriate, his personal representatives;

1.3.4 the singular includes the plural and vice versa; and

1.3.5 one gender includes all genders.

1.4 Unless otherwise stated, a reference to a clause or Schedule is a reference to a clause of or schedule to this Contract and a reference to this Contract includes its Schedules.

1.5 Clause headings in this Contract are for ease of reference only and do not affect its construction.

1.6 In construing this Contract the so-called ejusdem generis rule does not apply and accordingly the interpretation of general words shall not be restricted by words indicating a particular class or particular examples.

1.7 For the purposes of this Contract **Party** means a party to this Contract and reference to **Parties** shall be to all or more than one of them as applicable.

## **2 CONTRACT PERIOD**

2.1 This Contract shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 23, for two years (**Initial Contract Period**).

2.2 The term of the Contract shall automatically extend for a further year (**Extended Contract Period**) at the end of the Initial Contract Period and at the end of each Extended Contract Period, unless either the Council or the Company gives written notice to the other before the end of the Initial Contract Period or the relevant Extended Contract Period, to terminate this Contract at the end of the Initial Contract Period or the relevant Extended Contract Period, as the case may be.

## **3 AGREED RESOURCES**

3.1 The Council shall only be obliged to supply Agreed Resources subject to the terms of this Contract.

3.2 If the Company requires additional resources and/or support services from the Council, it shall give to the Council a completed and signed Request Form.

3.3 The Council shall within five Business Days of receiving a Request Form respond to the request with:

3.3.1 a signed version of the Request Form to confirm the Council's acceptance of the request subject to agreement of the terms of provision; or

3.3.2 confirmation of the Council's willingness and ability to provide the requested resources in principle, but subject to the amendment of the timeframe as set out in clause 3.4; or

- 3.3.3 confirmation of the Council's willingness and ability to provide the requested resources in principle, but subject to particular requests or questions specified; or
  - 3.3.4 confirmation that the Council is not willing or shall not be able to meet the requirements of the Request Form.
- 3.4 Subject to any amended timeframe notified under clause 3.3.2, the Council and the Company shall work together in good faith to seek to reach agreement on any Request Form in a prompt and timely manner and within no less than five Business Days of the Council's receipt of the Request Form provided always that the Council shall not be obliged to meet the requirements of any given Request Form.
- 3.5 The terms and detail of a Request Form agreed in accordance with clause 3.4 shall be incorporated into this Contract upon the Company and the Council signing the Request Form, at which point the additional resources and/or services specified in the Request Form shall be **Agreed Resources** for the purposes of this Contract.
- 3.6 All Agreed Resources shall be provided and used only for the Agreed Purposes.

#### **4 SUPPORT SERVICES**

- 4.1 The Council agrees to provide the Support Services to the Company in accordance with:
- 4.1.1 the terms of this Contract;
  - 4.1.2 all applicable Law; and
  - 4.1.3 Good Industry Practice.

#### **5 COUNCIL'S OBLIGATIONS**

- 5.1 Without prejudice to clause 4.1, the Council shall use its reasonable endeavours to comply with all reasonable instructions and directions of the Company relating to the provision of the Agreed Resources and the performance of the Support Services.
- 5.2 The Council shall inform the Company as soon as reasonably practicable of any actual or potential problems concerning the provision of the Agreed Resources and/or the performance of the Support Services, and any instances which may prevent the Council from meeting its contractual obligations. If at any time the Council becomes aware of any act or omission or proposed act or omission by the Company which may prevent or hinder the Council from providing the Agreed Resources and/or performing the Support Services in accordance with the terms of this Contract, the Authorised Officer shall forthwith inform the Contract Manager of that fact. For the avoidance of doubt, the provision of such information under this clause shall not in any way release or excuse the Council from any of its obligations under this Contract.
- 5.3 The Council shall be responsible for providing the Agreed Resources and performing the Support Services, and shall use its reasonable endeavours to ensure continuity of service and resource provision in accordance with the relevant Request Form(s).
- 5.4 Save as otherwise expressly provided, the obligations of the Council under the Contract are obligations of the Council in its capacity as a contracting counterparty, and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain, the Council in any other capacity, nor shall the exercise by the Council of its duties and powers in any other capacity lead to any liability under this Contract (howsoever arising) on the part of the Council to the Company.

#### **6 CONTRACT PRICE AND PAYMENT**

- 6.1 The Contract Price shall be calculated, and the Company shall pay the Contract Price to the Council, in accordance with all relevant Request Forms.



## **7 EXCLUSIVITY AND FUTURE RESOURCING**

- 7.1 If the Company requires any resources or support services comprised in or related to the Agreed Resources and Support Services, it shall endeavour to seek and obtain them from the Council pursuant to this Contract on such terms as the Company may agree with the Council. If the Council is unable or unwilling to provide such resources or support services, then the Company may seek third party provision of such resources or support services.
- 7.2 The Company shall co-operate with the Council or any other subsidiaries of the Council from time to time to find ways of ensuring Council-supplied or procured services and resources are provided on the most efficient group-wide basis as far as reasonably practicable. For example, the Company will consider the potential efficiencies obtainable by using any accounting software packages, IT equipment, telephones, utilities and performance reporting software used or proposed to be used by the Council any other such subsidiaries.

## **8 EQUIPMENT, MATERIALS AND CONSUMABLES**

- 8.1 Except where a Request Form provides otherwise, the Council shall be responsible for the provision of all equipment, plant and other items as are necessary for the proper and satisfactory provision of the Agreed Resources and the performance of the Support Services. Such equipment, plant and other items shall be kept in good working order and repair.
- 8.2 Where, in accordance with the a Request Form, the Company is required to make equipment available to the Council and the Staff for use in the provision of the Agreed Resources and the performance of the Support Services (**Company Equipment**), the Company shall, subject to clause 8.3 and 8.4, ensure it is kept in good working order and repair, and is replaced if necessary.
- 8.3 When using the Company Equipment, the Council shall ensure the Staff undertake appropriate training and/or induction briefings, and comply with the manufacturer's instructions and any reasonable instructions from the Company.
- 8.4 The Council shall immediately report any missing or malfunctioning Company Equipment to the Contract Manager. The Company reserves the right to recover the costs of replacement or repair of any Equipment from the Council if such items were lost or damaged by the Council or the Staff.

## **9 LICENCE FOR COUNCIL EQUIPMENT AND CONTRACTS**

- 9.1 The Council hereby grants a revocable, non-exclusive, non-transferable, royalty free licence to the Company to use the Council Equipment for the purposes of carrying out the Agreed Purposes. The licence shall automatically terminate on termination of this Contract.
- 9.2 The Council hereby grants a revocable, non-exclusive, non-transferable, royalty free licence to the Company to use the benefit of the Council Contracts for the purposes of delivering the Agreed Purposes. The licence shall automatically terminate on termination of this Contract.

## **10 INTELLECTUAL PROPERTY**

- 10.1 The Council hereby grants to the Company a revocable, non-exclusive, non-transferable, royalty free licence to use the Council's Intellectual Property for the Agreed Purposes only. The licence shall automatically terminate on termination of this Contract.
- 10.2 The Company shall not sub-licence any part of the Council's Intellectual Property without the prior written approval of the Council Representative.
- 10.3 Any new Intellectual Property or Materials created by either Party which directly relates to the performance of their obligations under this Contract shall vest absolutely and with full title guarantee with the Company (**Company Intellectual Property**).

10.4 The Company hereby grants to the Council a non-exclusive, irrevocable, non-transferable, royalty free licence to use the Company Intellectual Property. The licence shall automatically terminate on termination of this Contract.

10.5 The Council warrants that:

10.5.1 the Council has the right to use all Intellectual Property or Materials required for the provision of the Agreed Resources and the delivery of the Support Services in the manner contemplated in this Contract; and

10.5.2 where the Company uses, in connection with the Agreed Resources and Support Services, any Intellectual Property or Materials owned by a third party, the Council has the power to licence such Intellectual Property or Materials to the Company for use in such a manner.

## **11 USE OF PREMISES**

11.1 The Council may grant a licence of any Property to the Company in accordance with Schedule 2.

## **12 REPRESENTATIVES**

### *Contract Manager*

12.1 The Company shall nominate an employee or officer from time to time to be the Contract Manager, who shall be a suitably qualified and authorised representative of the Company (such nomination to be notified to the Council in writing without delay). The Contract Manager shall be empowered to act on behalf of the Company under this Contract and shall be the person who authorises and sends any Request Form.

12.2 Any formal notice, information or communication given or made by or to the Contract Manager shall be deemed to have been given or made by or to the Company.

### *Authorised Officer*

12.3 The Council shall nominate a person to be the Council's Authorised Officer (such nomination to be notified to the Company in writing without delay) and the Council's Authorised Officer shall be empowered to act on behalf of the Council under this Contract and shall be the person to whom any Request Form is sent.

12.4 Any formal notice, information or communication given or made by or to the Authorised Officer shall be deemed to have been given or made by or to the Council.

### *Meetings*

12.5 The Authorised Officer and the Contract Manager shall, upon request by either Party, meet at least once a quarter at specific times and places to be agreed between themselves. At such meetings they shall fully review the standard of the provision of the Agreed Resources and the performance of the Support Services, the outcome of any monitoring of the Agreed Resources provision and the Support Services performance and any suggested improvements, variations, extensions or reductions to them, the performance of the respective duties and obligations of the Parties under this Contract and the performance of this Contract generally and shall agree any actions required by the Parties to resolve any issues raised at such meetings. Any disputes that occur between the Authorised Officer and Contract Manager shall be dealt with in accordance with clause 21.

## **13 RECORDS AND MONITORING**

13.1 The Council shall keep records of:

13.1.1 any Request Forms received;

- 13.1.2 the quantity and value of the Agreed Resources provided to the Company;
- 13.1.3 the quantity and value of the Support Services received by the Company;
- 13.1.4 any incidents and accidents, in accordance with clause 16.5; and
- 13.1.5 any complaints made to the Council in accordance with clause 15

(the **Records**), and the Council shall provide copies of, or access to, such Records on receiving reasonable notice from the Company.

- 13.2 All Records shall be retained by the Council for at least twelve months following termination or expiry of this Contract.
- 13.3 The Contract Manager (or any person authorised by the Contract Manager acting reasonably) may, acting reasonably at any reasonable time inspect, measure, monitor or test:
  - 13.3.1 the Agreed Resources and the Support Services or any part of them; or
  - 13.3.2 any materials, goods or equipment provided by the Council and used in the provision of the Agreed Resources and the performance of the Support Services or otherwise provided pursuant to this Contract,

and the Council shall ensure that reasonable time and opportunity is allowed for such inspection, measurement, monitoring and testing.

#### **14 DATA PROTECTION**

Each Party shall (and shall procure that any of its staff involved in the provision of the Contract) comply with any notification requirements under the Data Protection Legislation, and both Parties shall duly observe all their obligations under the Data Protection Legislation, which arise in connection with the Contract.

#### **15 COMPLAINTS**

- 15.1 Any serious complaints received by the Council in relation to the provision of the Agreed Resources and the performance of the Support Services shall be notified to the Company as soon as reasonably practicable but in any event within five Business Days of the event giving rise to the right to make such a complaint.
- 15.2 The Council and the Staff shall co-operate fully with the Company in investigating and resolving complaints made (including the provision of statements by the Staff where required) and shall reasonably endeavour to improve the provision of the Agreed Resources and the performance of the Support Services in the light of valid complaints received and to minimise complaints so far as possible.

#### **16 HEALTH AND SAFETY**

- 16.1 The Company must comply with the requirements of the Health and Safety at Work etc. Act 1974 insofar as they apply to the provision of the Agreed Resources and the performance of the Support Services.
- 16.2 For as long as this Contract is in force, the Company must have in place a health and safety policy which complies with all statutory requirements.
- 16.3 The Company must provide the Council with a copy of any such policy at the Council's reasonable request.

- 16.4 Failure by the Company to comply with its obligations under this clause 16 may be regarded as a fundamental breach of this Contract.
- 16.5 A record of all incidents and accidents arising out of or in the course of the provision of the Agreed Resources and the performance of the Support Services shall be kept by the Council detailing:
- 16.5.1 the member of Staff or other person notifying the incident or accident;
  - 16.5.2 the name and address (if known) of each and every person involved in the incident or accident;
  - 16.5.3 the nature and extent of the incident or accident including details of any personal injury or death suffered; and
  - 16.5.4 the date and time of the incident or accident.
- 16.6 The Council shall use its reasonable endeavours ensure that all Staff report to it all such incidents or accidents.
- 16.7 The record of incidents and accidents shall be treated as confidential between the Parties. No copy, extract or summary of the record or any part of it, nor any comment on it, shall be supplied to any third party (other than compliance with any legal requirements or for the purposes of obtaining legal advice) without the prior written approval of the relevant Party.

## **17 BRIBERY AND CORRUPTION**

- 17.1 The Council may terminate this Contract and recover all its loss if the Company, its employees, or anyone acting on the Company's behalf, does any of the following things:
- 17.1.1 directly or indirectly offers, promises or gives any person working for or engaged by the Council a financial or other advantage to:
    - (a) induce that person to perform improperly a relevant function or activity;
    - (b) reward that person for improper performance of a relevant function or activity;
    - (c) directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;
  - 17.1.2 commits any offence:
    - (a) under the Bribery Act 2010;
    - (b) under legislation creating offences concerning any fraudulent acts;
    - (c) at common law concerning fraudulent acts relating to this Contract or any other contract between the Parties; or
    - (d) to defraud, attempt to defraud, or conspire to defraud, the Council.
- 17.2 Any clause in this Contract which purports to limit the Company's liability shall not apply to this clause.
- 17.3 Neither Party shall offer or give or agree to give any representative of the other Party any gift or consideration of any kind as an inducement or reward for doing or refraining from doing any act in relation to this or any other contract or for showing favour or disfavour to any person in relation to this Contract.

## 18 CONFIDENTIALITY

- 18.1 Each Party undertakes that they shall not at any time hereafter use or disclose (in each case except for the purpose of exercising its rights and fulfilling its obligations under this Contract) to any person any Confidential Information of the other Party which may have or may in future come to its knowledge or possession, provided that any Party may share such information:
- 18.1.1 with its professional advisers or to those of its directors, members, officers, employees, advisers and representatives who are directly concerned with the relevant Party or its business;
  - 18.1.2 as may be required by any applicable law or by any supervisory or regulatory body with whose rules it is necessary for that Party to comply;
  - 18.1.3 in connection with any proceedings arising out of or in connection with this Contract; or
  - 18.1.4 once it enters the public domain otherwise than by reason of a breach of this clause 18.1.
- 18.2 The Parties shall use their reasonable endeavours to prevent the use or disclosure of any such Confidential Information otherwise than in accordance with this clause 18.
- 18.3 The Parties shall use their reasonable endeavours to procure that any of their officers, employees, advisers and representatives coming into receipt of such Confidential Information shall be informed upon receipt that such information is confidential and (so far as such Party is able to procure the same) shall comply with the provisions of this clause 18.3 in respect of such Confidential Information as if they were Parties.

## 19 FREEDOM OF INFORMATION

- 19.1 The Parties acknowledge that the Parties are subject to the requirements of the FOIA and the EIR and the Parties shall, where reasonable, assist and co-operate (at their own expense) with the other for information to enable the other (where required) to comply with their information disclosure obligations.
- 19.2 If either Party (the **Recipient**) receives a Request for Information in relation to Information that the other Party is holding and which the Recipient does not hold itself, the Recipient shall within 6 Business Days of receiving a Request for Information:
- 19.2.1 respond to the Request for Information explaining that that the other Party shall be responding within the required timeframe; and
  - 19.2.2 refer the Request for Information to the other Party explaining that the other Party is holding the relevant Information and that the Request for Information must be met by the other Party within the required timeframe.
- 19.3 The Recipient shall provide all necessary assistance as reasonably requested by the other Party to enable the other Party to respond to the Request for Information within the time for compliance set out in Section 10 of the FOIA or Regulation 5 of the EIR.
- 19.4 The Parties acknowledge that (notwithstanding the provisions of clause 18) a Recipient may, acting in accordance with the Code of Practice on the Discharge of Public Authorities' Functions under part I of the Freedom of Information Act 2000, be obliged under the FOIA or the EIR to disclose Information concerning the other Party:
- 19.4.1 in certain circumstances without consulting with the other Party; or
  - 19.4.2 following consultation with the other Party and having taken their views into account. The Recipient shall have absolute discretion as to whether Information is exempt from

disclosure under the FOIA and the Environmental Information Regulations and whether Information is to be disclosed in response to a Request for Information.

- 19.5 Each Party shall transfer to the other Party any Request for Information which it receives but is addressed to the other Party as soon as practicable and in any event within 6 Business Days of receiving it.
- 19.6 The Parties acknowledge that any lists provided which itemise or outline Confidential Information are of indicative value only and that a Recipient may nevertheless be obliged to disclose confidential information in accordance with this clause 19.

## 20 INSURANCE

- 20.1 The Council shall arrange for the activities of the Company relating to this Contract to be covered by its insurance policies.
- 20.2 The cost to the Council of providing insurance cover to the Company shall be set off against sums due from the Council pursuant to the Contract Price.
- 20.3 The Council shall procure that nothing is done which would entitle any insurer to cancel, rescind or suspend any insurance cover, or to treat any insurance cover or claim as avoided in whole or part, and shall forthwith notify the Company on becoming aware of any fact, circumstance or matter which has caused, or is reasonably likely to cause, any insurer to give notice to cancel, rescind, suspend or avoid any insurance, or any cover or claim under any insurance in whole or in part.
- 20.4 The Council shall at such time(s) as the Contract Manager may reasonably require provide the Company with sight of all insurance documentation (including policies, cover notes, premium receipts and any other documents).

## 21 DISPUTE RESOLUTION PROCEDURE

- 21.1 In the event of any disagreement or dispute arising between the Parties in connection with this Contract (a **Dispute**), the Parties shall use all reasonable endeavours to resolve the matter on an amicable basis. If one Party serves formal written notice on one or more of the others that a Dispute has arisen and the Parties are unable to resolve the Dispute within a period of 20 Business Days from the service of such notice, then the Dispute shall be referred to the respective Chief Executives or Managing Directors (as the case may be) of each of the Parties who shall attempt to resolve the Dispute within the next following 20 Business Days. No recourse to arbitration or litigation by any Party against any other under this Contract shall take place unless and until such procedure has been followed.
- 21.2 If the Chief Executives or Managing Directors (as the case may be) of the Parties are unable to resolve a Dispute within two months of such Dispute being referred to them (**Initial Consideration Date**), then a **Deadlock** shall be deemed to have arisen on the date either two months after the Initial Consideration Date or the date on which the Parties agree that Deadlock has arisen, if earlier (the **Deadlock Date**). Any Deadlock shall be dealt with in accordance with clause 21.3.
- 21.3 In the event that a Deadlock has arisen, then either Party shall be entitled to serve a notice in writing on the other Party referring the Deadlock to mediation (**Mediation Referral Notice**) in accordance with clause 21.4.
- 21.4 On the service of a Mediation Referral Notice, the Parties shall jointly appoint a mediator to mediate the Deadlock, the cost of which shall be borne equally between the Parties.
- 21.5 If:
- 21.5.1 the Parties do not agree on the appointment of a mediator within 15 Business Days of service of the Mediation Referral Notice (the first day of that 15 Business Day period being the first Business Day after the service of the Mediation Referral Notice); or

21.5.2 the person appointed or to be appointed is unable or unwilling to act,

the mediator shall be appointed by the Chief Executive for the time being of CEDR following a request made by any Party to the Chief Executive for that purpose.

21.6 The mediation shall be conducted in London in the English language in accordance with the then current CEDR Model Mediation Procedure, which is deemed to be incorporated in this Contract.

21.7 If an agreement is reached on the Deadlock during the mediation, that agreement shall be reduced to writing and, once signed by the Parties, shall be binding on all Parties.

21.8 Unless concluded with a written legally binding agreement, the mediation shall be concluded in confidence and without prejudice to the rights of any of the Parties in any further proceedings.

21.9 If the Deadlock cannot be resolved following mediation, the Parties shall be entitled to commence arbitration or litigation proceedings to settle the Dispute.

## **22 LIABILITY AND INDEMNITY**

22.1 Subject to clauses 22.2 and clause 22.3, the Council shall be liable for and shall indemnify the Company, its officers, employees and agents against any liability, losses, costs, expenses, claims or proceedings whatsoever arising in respect of:

22.1.1 any loss of or damage to property (whether real or personal);

22.1.2 any injury to any person, including injury resulting in death; and

22.1.3 any other loss incurred by the Company,

to the extent such loss, damage or injury arises directly from any act or omission of the Council, its employees, agents or sub-providers (including the Staff).

22.2 The Council shall not be liable to indemnify the Company as set out in clause 22.1 to the extent that the Company's losses are due to any negligence, default or breach of statutory duty on the Company's part.

22.3 The Council's liability for any claims brought under this Contract shall be limited to the Contract Price payable by the Company to the Council in the year in which any liability arises against the Council.

22.4 Without prejudice to any other provision of this Contract, the Council shall fully indemnify the Company against any claims made against it as a result of any failure by the Council to comply with any statutory provision to be observed or performed in connection with the provision of the Agreed Resources and the performance of the Support Services.

22.5 The Council's liability to indemnify the Company arising under clauses 22.1 and 22.2 above shall be without prejudice to any other right or remedy of the Company arising under this Contract.

22.6 The Council and the Company shall at all times take reasonable steps to minimise and mitigate any loss for which the relevant Party is entitled to bring a claim against any other pursuant to this Contract.

22.7 Nothing in this clause shall limit the liability of the Council or Company for death or personal injury caused by the liable Party's negligence or fraud or fraudulent misrepresentation.

## 23 TERMINATION

### *Voluntary termination*

- 23.1 The Council may terminate this Contract at any time by giving no less than six Months' notice to the Company.
- 23.2 This Contract shall immediately terminate on the termination of the Members' Agreement.
- 23.3 The Parties may by agreement terminate any of the Support Services at any time on not less than one Months' notice. For the avoidance of doubt, where any Support Services are terminated and this Contract continues to remain in force, the terms of this Contract shall continue to apply in respect of the remaining Agreed Resources and Support Services.

### *Termination on default*

- 23.4 Without prejudice to any other right or remedy it may possess, either the Council or the Company (the **First Party**) shall be entitled to immediately terminate this Contract, as between the Council and the Company, by written notice if the other Party (the **Other Party**):
- 23.4.1 commits a material breach of this Contract which, where capable of remedy, is not remedied within one Month of the First Party serving written notice of such breach on the Other Party or such longer period as is agreed between the Parties; or
- 23.4.2 commits a serious and fundamental breach of this Contract; or
- 23.4.3 purports to assign or sub-contract its obligations under this Contract in breach of clause 26.2.

### *Effect of termination and expiry*

- 23.5 Following the occurrence of an event entitling a Party to terminate this Contract pursuant to this clause 23, the Council shall continue to provide the Agreed Resources and perform the Support Services until the date of termination, save where any breach of this Contract by the Company substantially frustrates or renders it impossible for the Council to perform its obligations under this Contract.
- 23.6 Upon expiry of this Contract through effluxion of time or on earlier termination, and without prejudice to any other provisions of the Contract:
- 23.6.1 the Parties shall co-operate fully in achieving an orderly and efficient handover of the Agreed Resources and Support Services to the Company or to any Replacement Provider;
- 23.6.2 at the Company's request, the Council shall deliver to the Company all documents, records and other relevant data relating to the Agreed Resources and Support Services; and
- 23.6.3 each Party shall immediately pay to the other Party all sums due under this Contract.
- 23.7 Any expiry or termination of the Contract shall not prejudice the rights, obligations and duties of the Parties arising prior to such expiry or termination taking effect.

## 24 FORCE MAJEURE

- 24.1 Neither the Council nor the Company (the **Affected Party**) shall be deemed to be in breach of this Contract, or otherwise liable to the other by reason of any delay in performance or non-performance of any of its obligations hereunder to the extent that such delay or non-performance is due to a Force Majeure Event.



- 24.2 If the Affected Party is unable to perform its duties and obligations under this Contract as a direct result of the effect of a Force Majeure Event, the Affected Party shall give written notice to the other Party of the inability and stating the reason in question and upon the reason ceasing to exist the Affected Party concerned shall give notice to the other Party of the fact.
- 24.3 The Affected Party shall continue to provide those Agreed Resources and perform those Support Services it is reasonably able to perform during a Force Majeure Event and shall, at the other Party's reasonable request, notify the other Party of the steps it has and is taking to comply with its obligations under this Contract.
- 24.4 To the extent that the Force Majeure Event continues for a period greater than 180 days then either the Council or the Company may terminate this Contract without liability to the other Party.

## **25 FURTHER ASSURANCE**

Each Party shall at its own cost and expense, on being required to do so by the other Party now or at any time in the future, do or procure the doing of all such acts and things and/or execute or procure the execution of all such deeds and documents in a form satisfactory to the other Party which such other Party may reasonably consider necessary for giving effect to this Contract.

## **26 ASSIGNMENT AND SUB-CONTRACTING**

- 26.1 The Council may subcontract the provision of any part of the Agreed Resources and/or performance of the Support Services without the prior written consent of the Company, provided that the Council gives reasonable notice of its intention to subcontract to the Company. Sub-contracting any part of the Contract shall not relieve the Council of any obligation or duty attributable to the Council under this Contract.
- 26.2 Subject to the preceding clause, this Contract is personal to the Parties and no Party shall assign, transfer, subcontract or deal in any other manner with any of its rights and obligations under this Contract without the prior written consent of the Council. Each Party hereby undertakes and represents to the other Party that it is entering into this Contract only for its own benefit.
- 26.3 This Contract shall be binding on and shall endure for the benefit of each Party's successors.

## **27 WAIVERS AND CONSENTS**

- 27.1 A waiver of any right or remedy under this Contract or by law, or any consent given under this Contract, is only effective if given in writing by the waiving or consenting Party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the Party giving it from subsequently relying on the relevant provision.
- 27.2 A failure or delay by a Party to exercise any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Contract. No single or partial exercise of any right or remedy provided under this Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Contract by the Council shall be effective unless it is in writing.

## **28 RIGHTS AND REMEDIES**

The rights and remedies provided under this Contract are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

## **29 SEVERANCE**

If any provision (or part of a provision) of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed

deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Contract.

### 30 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one Contract.

### 31 THIRD PARTY RIGHTS

Except as expressly provided elsewhere in this Contract, a person who is not a party to this Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Contract. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

### 32 NOTICES

32.1 Any notice or other communication required to be given to a Party under or in connection with this Contract shall be:

32.1.1 in writing;

32.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by electronic mail; and

32.1.3 sent to:

(a) the Council at:

[address]

Email: ●  
Attention: ●

(b) the Company

[address]

Email: ●  
Attention: ●

or to any other address or email address as is notified in writing by one Party to the other from time to time.

32.2 Any notice or other communication shall be deemed to have been received:

32.2.1 if delivered by hand, at the time it is left at the relevant address;

32.2.2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and

32.2.3 if sent by electronic mail, upon receipt by the Party to which it is given.

A notice or other communication given as described in clause 32.2.1 or clause 32.2.3 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

32.3 Any notice or other communication given to the Council shall be deemed to have been received only on actual receipt.

### **33 ENTIRE AGREEMENT**

33.1 This Contract and the documents referred to in it constitute the entire agreement between the Parties relating to its/their subject matter and supersede all previous agreements between the Parties relating to such matters.

33.2 Each of the Parties acknowledges that in agreeing to enter into this Contract it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Contract and/or the documents referred to in it) made by or on behalf of the other Party before the signature of this Contract. Each of the Parties waives:

33.2.1 all rights and remedies which, but for this clause 33.2, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance; and

33.2.2 all rights and remedies, other than remedies for breach of contract available in respect of a breach of this Contract and/or the documents referred to in it, which, but for this clause 33.2, might otherwise be available to it in respect of the falsity of any representation or warranty set out in this Contract and/or the documents referred to in it,

provided that nothing in this clause 33.2 shall limit or exclude any liability for fraud or dishonesty on the part of any Party.

### **34 VARIATION**

No variation to the terms of this Contract shall be effective unless made in writing and signed by each of the Parties and any person who agrees to be bound by this Contract.

### **35 COSTS AND EXPENSES**

All costs and expenses in relation to the negotiation, preparation, execution and carrying into effect of this Contract and all other documents referred to in it shall be borne by the Council, save for any private advice sought by the Company which shall be for the cost of the Company.

### **36 SET-OFF**

All amounts falling due under this Contract shall be paid in full without any set-off or counterclaim.

### **37 NO PARTNERSHIP OR AGENCY**

Nothing in this Contract is intended to or shall operate to create a partnership between the Parties, or to authorise either Party to act as agent for the other, and no Party shall have authority to act in the name or on behalf of or otherwise to bind the other Party in any way.

### **38 GOVERNING LAW AND JURISDICTION**

38.1 This Contract is governed by and shall be construed in accordance with the laws of England and each Party submits to the exclusive jurisdiction of the courts of England for all purposes relating to this Contract.

38.2 Each Party irrevocably consents to any process in any legal action or proceedings arising out of or in connection with this Contract being served on it in accordance with the provisions of 32. Nothing contained in this Contract shall affect the right to serve process in any other manner permitted by law.

This Contract has been executed as a deed and has been entered into on the date stated at the beginning of it.

DRAFT

The **Common Seal** of the  
**SOUTH KESTEVEN DISTRICT COUNCIL**  
was hereunto affixed in the presence of:

)  
)  
) .....  
) **Authorised signatory**

Executed as a deed by  
**LEISURESK LIMITED**  
acting by a director in the presence of:

)  
)  
) .....  
) **Director**

Witness signature: .....

Name: .....

Address: .....

.....

.....



## SCHEDULE 1 - CONTRACT PRICE

### Part 1 – Calculation of the Contract Price

- 1 The Company shall pay the Council the Contract Price.
- 2 The Contract Price shall be an amount equalling the Total Cost (defined below) for all services, licences, goods or benefits of whatever nature (collectively referred to as **Council Support**) provided to the Company by the Council under this Contract.
  - 2.1 The **Total Cost** for each element of Council Support shall be a fair and reasonable proportion of any costs or charges of any nature incurred by the Council whether directly or indirectly in connection with or in relation to that element of Council Support.
  - 2.2 The Parties shall agree the Contract Price, or where more appropriate an estimate of the Contract Price, in writing as part of the process under paragraph 2 before the relevant Council Support is provided.
- 3 The amount agreed as the Contract Price payable by the Company to the Council under or pursuant to this Contract shall be exclusive of VAT (if any). If any VAT is chargeable on any supply made by the Council under or pursuant to this Contract, the Company shall on receipt of a valid VAT invoice pay the Council an amount equal to that VAT.

### Part 2 – Payment of the Contract Price

- 1 The Council shall invoice the Company within 5 Business Days of the end of each Month for all Council Support provided by the Council in the preceding Month. The invoice shall be rendered on the Council's own invoice form and shall:
  - 1.1 be delivered electronically to a named account within the Company;
  - 1.2 show the period to which the invoice relates;
  - 1.3 show the aspects of the Council Support for which payment is claimed;
  - 1.4 identify what proportion (if any) of the sum invoiced is attributable to VAT; and
  - 1.5 shall be supported by any other documentation reasonably required by the Contract Manager to substantiate the invoice.
- 2 Subject to paragraph 1 above, payment of undisputed sums is to be made within fourteen days from the end of the Month of receipt of the relevant invoice, and payment of disputed sums is to be made within fourteen days from the end of the Month of such sums being agreed or determined in accordance with the Dispute Resolution Procedure.
- 3 The Company shall notify the Council in writing within seven days of receipt of the relevant invoice if it disputes any of the charges payable under such invoice. On the Council receiving such notice of dispute, the Parties shall instigate the Dispute Resolution Procedure.

## SCHEDULE 2 - LICENCE TO USE COUNCIL PREMISES

[Reminder - the premises at which the Business is primarily undertaken shall not be a Property (and the occupation of those premises shall be governed by a separate agreement entered into between the Council and the Company)]

### Part 1 - Licence

#### 1 Definitions

In this Schedule:

**Building** means the building specified in the Notice

**Common Parts** means the roads, paths, entrance halls, corridors lifts, staircases, landing and other means of access in or upon the Building, the use of which is necessary for obtaining access to and egress from the Property as designated from time to time by the Council

**Competent Authority** means any statutory undertaker or any statutory, public, local or other authority or regulatory body or any court of law or government department or any of their duly authorised officers

**Licence** means the provisions set out in this Schedule

**Licence Fee** means the licence fee specified in the Notice

**Licence Fee Commencement Date** means the licence fee commencement date stipulated in the Notice

**Licence Period** means the period specified in the Notice

**Necessary Consents** means all planning permissions and other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature that shall be required by any Competent Authority for the Permitted Use

**Permitted Use** means the uses specified by the Council in the Notice

**Property** means the property specified in the Notice

**Service Media** means all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media

#### 2 Licence to occupy

2.1 The Council permits the Company to occupy the Property for the Permitted Use for the Licence Period in common with the Council and all others authorised by the Council (so far as is not inconsistent with the rights given to the Company to use the Property for the Permitted Use) together with the rights of the Company during the Licence Period to use:

2.1.1 such parts of the Common Parts for the purpose of access to and egress from the Property as shall from time to time be designated by the Council for such purpose;

2.1.2 the Service Media serving the Property,

subject to the Council populating, signing and delivering a Notice to the Company and the Company countersigning that Notice.

2.2 The Company acknowledges that:

2.2.1 the Company shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Council and the Company by this Licence;

2.2.2 the Council retains control, possession and management of the Property and the Company have no right to exclude the Council from the Property; and

2.2.3 subject to paragraph 2.3, the licence to occupy granted by this Licence is personal to the Company and is not assignable and the rights given in this paragraph 2 may only be exercised by the Company and its employees.

2.3 The Company shall not grant any sub-licence of this Licence without the prior written consent of the Council, such consent not to be unreasonably withheld or delayed.

### **3 Company's obligations**

3.1 The Company agrees and undertakes:

3.1.1 to pay:

(a) the Licence Fee to the Council together with such VAT as may be payable on the Licence Fee without any deduction in advance from and including the Licence Fee Commencement Date until determination of the Licence in accordance with paragraph 4; of Part 1 of this Schedule; and

(b) all costs in connection with the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property to the relevant suppliers thereof;

3.1.2 to keep the Property clean, tidy and clear of rubbish;

3.1.3 not to use the Property other than for the Permitted Use;

3.1.4 not to make any alteration or addition whatsoever to the Property;

3.1.5 not to display any advertisement, signboard, name plate, inscription, flag, banner, placard, poster, signs or notices at the Property or elsewhere in the Building without the prior written consent of the Council Representative;

3.1.6 not to cause or permit to be caused any damage to:

(a) the Property, Building or any neighbouring property; or

(b) any property of the owners or occupiers of the Property, Building or any neighbouring property;

3.1.7 not to do or permit to be done on the Property anything which is illegal or which may be or become a nuisance (whether or not actionable), damage, annoyance, inconvenience or disturbance to the Council or to tenants or occupiers of the Building or any owner or occupier of neighbouring property;

3.1.8 not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;

3.1.9 not to apply for any planning permission in respect of the Property;



- 3.1.10 not to do anything that would or might constitute a breach of any Necessary Consents affecting the Property or which would or might vitiate in whole or in part any insurance effected by the Council in respect of the Property and Building from time to time;
  - 3.1.11 to observe any rules or regulations the Council makes and notifies to the Company from time to time in respect of the Property and the Common Parts;
  - 3.1.12 to leave the Property in a clean and tidy condition and to remove the Company's furniture, equipment and goods from the Property at the end of the Licence Period; and
  - 3.1.13 to pay to the Council interest on the Licence Fee or other payments at a rate in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 from time to time calculated on a daily basis from the due date until payment if the Company shall fail to pay the Licence Fee or other payments due under this Licence within ten days of the due date (whether formally demanded or not).
- 3.2 The Company agrees to indemnify the Council and keep the Council indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability arising in any way from:
- 3.2.1 this Licence;
  - 3.2.2 any breach of the undertakings contained in paragraph 3; and/or
  - 3.2.3 the exercise of any rights given in paragraph 2.

#### **4 Termination**

- 4.1 The licence to occupy granted by this Licence shall end on the earlier of:
- 4.1.1 date on which the Licence is to end;
  - 4.1.2 immediately on notice given by the Council at any time following breach of any of the obligations contained in paragraph 3; and
  - 4.1.3 on termination of the Contract in accordance with clause 23 of the Contract.
- 4.2 Termination is without prejudice to the rights of any Party in connection with any antecedent breach of or other obligations subsisting under this Licence.

#### **5 Exclusion of warranty**

- 5.1 The Council gives no warranty that the Property possesses the Necessary Consents for the Permitted Use.
- 5.2 The Council gives no warranty that the Property is legally or physically fit for the purposes specified in paragraph 2.
- 5.3 The Council shall not be liable to the Company for the death or injury, of any of its employees, customers or authorised invitees or for damage to any property of its or theirs, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise or purported exercise of the rights granted by paragraph 2.

**Part 2 – Notice**

[To Whom it may concern]  
[Company]  
[address]

[Insert relevant date]

Dear Sirs

**Notice in respect of an agreement dated [ ] 2020 and made between (1) South Kesteven District Council and (2) [Company] (the Resources Agreement)**

We refer to the Resources Agreement. Words and expressions defined in the Resources Agreement shall have the meaning given to those terms by the Resources Agreement, unless given a different meaning in this Notice.

Subject to the Company agreeing to the terms of this Notice by countersigning and dating below, the Council hereby acknowledges and agrees that the Resources Agreement shall, on and from such countersignature and dating, be read and construed to include the following:

Property	means []
Building	means []
Licence Fee	means []
Licence Fee Commencement Date	means []
Licence Period	means []

Save as set out above in all other respects the Resources Agreement shall remain in full force and effect.

.....  
Signed on behalf of the **Council**

We agree to the terms of this Notice and to abide by the terms of the Licence

.....  
Signed on behalf of [Company]

.....  
Date

**SCHEDULE 3 - RESOURCE REQUEST FORM[S]**

FROM: Company

TO: Council

Date: .....

We refer to the Resource Contract made between South Kesteven District Council and LeisureSK Limited (the **Resource Contract**). Terms defined in the Resource Contract shall have the same meaning when used in this Request Form, unless the context requires otherwise.

We request that you provide the resources and/or services specified in the schedule hereto and in accordance with the terms of the Resource Contract. If there is any conflict between the terms of this Request Form, including the schedule hereto, and the Resource Contract, then the terms of this Request Form shall prevail as between us in respect of the resources and/or services so specified in the schedule hereto.

Please confirm your response in connection with our request.

.....  
For and on behalf of  
**LeisureSK Limited**

RESPONSE (please tick the relevant response)

By countersigning below, we accept your request above subject to agreement of the terms of provision *	
By countersigning below, we confirm our willingness and ability to provide the requested resources in principle, but subject to amendment of the timeframe as set out in clause 3.4 of the Resource Contract *	
By countersigning below, we confirm our willingness and ability to provide the requested resources in principle, but subject to particular requests or questions specified *	
By countersigning below, we confirm we are not willing or shall not be able to meet the requirements of this Request Form	

\* We include the following comments here in relation to our response:

[       ]

.....  
For and on behalf of  
**[PROVIDER]**

.....  
Date

SCHEDULE TO REQUEST FORM

<b>Contract reference number</b>	
<b>Delivery location</b>	
<b>Resources / number of Staff required</b>	
<b>Report to and telephone number</b>	
<b>Period during which resources / staff / services to be provided / delivered (start date and end date)</b>	
<b>Hours of provision / delivery (start and finish times)</b>	
<b>Specification / essential skills required</b>	
<b>Services to be provided / work to be undertaken</b>	
<b>[For Staff] Grade level of work to be undertaken</b>	
<b>Reason for resource being requested</b>	
<b>Price</b>	
<b>Other information</b>	

**To be completed by Finance Team:**

<b>Funding arrangements agreed</b>	Yes/No
<b>Charge / budget code</b>	
<b>Approved</b>	Yes/No
<b>Signature</b>	

**[For Staff] To be completed by HR Team**

<b>Booked on</b>	
<b>Start date</b>	
<b>Finish date</b>	
<b>Names of individuals to be supplied</b>	
<b>Paperwork completed</b>	
<b>Signature</b>	