



DATED

16th May

2025

BASINGSTOKE AND DEANE BOROUGH COUNCIL (1)

and

OLD BASING & LYCHPITT PARISH COUNCIL (2)

SERVICE LEVEL AGREEMENT

**Re: LITTER GRANT SCHEME
SERVICE LEVEL AGREEMENT**

Shared Legal Services
Basingstoke & Deane Borough Council and Hart District Council
Civic Offices
London Road
Basingstoke
Hampshire
RG21 4AH

CONTENTS

CLAUSE

1.	DEFINITIONS AND INTERPRETATION	3
2.	TERM	8
3.	EXTENDING THE INITIAL TERM	8
4.	SUPPLY OF SERVICES	9
5.	BOROUGH COUNCIL RESPONSIBILITIES.....	9
6.	PARISH AND WARDEN RESPONSIBILITIES	10
7.	PAYMENT	11
8.	INDEXATION	12
9.	REPORTING AND MEETINGS	12
10.	MONITORING	12
11.	DISPUTE RESOLUTION	13
12.	TUPE	13
13.	SUB-CONTRACTING AND ASSIGNMENT	13
14.	INDEMNITIES	13
15.	LIMITATION OF LIABILITY.....	14
16.	INSURANCE	15
17.	FREEDOM OF INFORMATION	15
18.	DATA PROTECTION	16
19.	CONFIDENTIALITY	16
20.	AUDIT.....	16
21.	SAFEGUARDING	17
22.	TERMINATION	17
23.	FORCE MAJEURE	18
24.	PREVENTION OF BRIBERY	18
25.	CONSEQUENCES OF TERMINATION OR EXPIRY	18
26.	NOTICES.....	19
27.	VARIATION.....	19
28.	SEVERABILITY	19
29.	ENTIRE AGREEMENT	19
30.	THIRD PARTIES	20
31.	GOVERNING LAW	20

SCHEDULE

SCHEDULE 1 SPECIFICATION	21
SCHEDULE 2 KPIS	23
PART 1 KPIS.....	23
1. THE KPIS.....	23
PART 2 CONSISTENT FAILURE	23
1. CONSISTENT FAILURE	23

16th May 2025

THIS SERVICE LEVEL AGREEMENT.

BETWEEN:

- (1) **BASINGSTOKE AND DEANE BOROUGH COUNCIL** of Civic Offices, London Road, Basingstoke, Hampshire RG21 4AH ('the Borough Council'); and
- (2) **OLD BASING & LYCHPITT PARISH COUNCIL** of Old Basing & Lychpitt Recreation Ground, The Street, Old Basing, Basingstoke, RG24 7DA ("the Parish Council")

BACKGROUND

- (A) Under the Environmental Protection Act 1990 and the Clean Neighbourhood Act 2005, there is a statutory duty imposed on the Borough Council to ensure that their land (or land for which they are responsible), so far as is practicable, is kept clear of litter and refuse.
- (B) Whilst the Borough Council is required to legally keep the land clear of litter and refuse, in the more rural areas, there is value in this work being undertaken by Parish/Town Councils where they already operate a street cleansing service for their land and where the Parish/Town Council can have greater control on the standard of service delivered in their area.
- (C) This Service Level Agreement sets out the terms and conditions of the Litter Grant Scheme between the Borough Council providing financial assistance to Old Basing & Lychpitt Parish Council on the condition that they regularly undertake specific street cleaning tasks as agreed within designated areas of their boundary.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 The following definitions and rules of interpretation in this clause apply in this agreement.

Achieved KPIs: in respect of any Service in any measurement period, the standard of performance actually achieved by the Parish Council in the provision of that Service in the measurement period in question (calculated and expressed in the same way as the KPI for that Service is calculated and expressed in Schedule 2).

Authorised Representatives: the persons respectively designated as such by the Borough Council and the Parish Council and notified to the other in writing, as may be amended from time to time.

Best Industry Practice: the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, the KPIs, the term, the pricing structure and any other relevant factors.

Bribery Act: the Bribery Act 2010 together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Charges: the total sum payable for the Services by the Borough Council to the Parish Council in accordance with this agreement being £18,560.26p

Commencement Date: 1 April 2025.

Confidential Information: means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with this agreement, including but not limited to:

- a) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, Borough Councils, Contractor s or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
- b) any information developed by the parties in the course of carrying out this agreement;
- c) Personal Data;
- d) any Commercially Sensitive Information.

Consistent Failure: shall have the meaning set out in Schedule 2.

Consumer Prices Index: the Consumer Prices Index as published by the Office for National Statistics from time to time, or failing such publication, such other index as the parties may agree most closely resembles such index.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Default: any breach of the obligations of the relevant party (including abandonment of this agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence of statement:

- a) in the case of the Authority, of its employees, servants, agents;
- b) in the case of the Parish Council, or any Contractor Personnel,

in connection with or in relation to the subject matters of this agreement and in respect of which such party is liable to the other.

Default Notice: is defined in clause 4.5.

Dispute Resolution Procedure: the procedure set out in clause 11.

EIRs: the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

Equalities Legislation: the Racial and Religious Hatred Act 2006, the Civil Partnership Act 2004, the Sex Discrimination (Gender Reassignment) Regulations 1999 the Gender Recognition Act 2004 the Employment Equality (Sex Discrimination) Regulations 2005 the Employment Equality (Age) Regulations 2006 (Amendment) Regulations 2008, the Equality Act 2006 and the Equality Act 2010

Equality Requirements: The Borough Council and the Parish Council shall comply with all Equality Legislation in force from time to time insofar as it relates to service provision. The Parish Council shall not unlawfully discriminate within the meaning and scope of the provisions of Equality Legislation in respect of its employees and employment practices. The Parish Council shall take all reasonable steps to secure that all servants, and agents of it do not unlawfully discriminate as set out in this agreement.

FOIA: the Freedom of Information Act 2000 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: any circumstance not within a party's reasonable control including, without limitation:

- a) acts of God, flood, drought, earthquake or other natural disaster;
- b) epidemic or pandemic;
- c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d) nuclear, chemical or biological contamination or sonic boom;
- e) any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- f) collapse of buildings, fire, explosion or accident; and
- g) any labour or trade dispute, strikes, industrial action or lockouts (excluding any labour or trade dispute, strike, industrial action or lockout confined to the Parish Council 's workforce or the workforce of any Subcontractor of the Parish Council).

Initial Term: the period commencing on the Commencement Date and ending on the third anniversary of the Commencement Date.

KPIs: the key performance indicators set out in Schedule 2.

Law: means any legal provision the Parish Council must comply with including any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body, whether in the UK or elsewhere.

Necessary Consents: all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Services.

Parish Personnel: all employees, staff, sub-contractors, volunteers, other workers, agents and consultants of the Parish Council who are engaged in the provision of the Services from time to time.

Payment Schedule: as set out in clause 7.

Personal Data: as defined in the Data Protection Legislation.

Prohibited Act: the following constitute Prohibited Acts:

- a) to directly or indirectly offer, promise or give any person working for or engaged by the Borough Council a financial or other advantage as an inducement or reward for any improper performance of a relevant function of activity in relation to obtaining this agreement or any other contract with the Parish Council;
- b) to 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 agreement;
- c) committing any offence: (i) under the Bribery Act; (ii) under legislation or common law concerning fraudulent acts; or (iii) of defrauding, attempting to defraud or conspiring to defraud the Authority;
- d) any activity, practice or conduct which would constitute one of the offences listed under (c) above, if such activity, practice or conduct had been carried out in the UK.

Relevant Requirements: all applicable law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

Remediation Notice: a notice served by the Borough Council in accordance with clause 31.1(a).

Replacement Services: any services that are identical or substantially similar to any of the Services and which the Borough Council receives in substitution for any of the Services following the termination or expiry of this agreement, whether those services are provided by the Borough Council internally or by any Replacement Contractor .

Replacement Contractor: any third party Contractor of Replacement Services appointed by the Borough Council from time to time.

Representatives: means, in relation to a party, its employees, officers, representatives and advisors.

Request for Information: a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.

Services: the services to be delivered by or on behalf of the Parish Council under this agreement, as more particularly described in Schedule 1 Specification.

Contractor Personnel: all employees, staff, other workers, agents and consultants of the Parish Council who are engaged in the provision of the Services from time to time.

Term: the period of the Initial Term as may be varied by:

- a) any Extension Period; or
- b) the earlier termination of this agreement in accordance with its terms.

Termination Date: the date of expiry or termination of this agreement.

Termination Payment Default: In the event that at any time undisputed Charges of 50% of the total Charges has been overdue for payment for a period of 30 days or more, the Borough Council will have committed a Termination Payment Default.

Working Day: Monday to Friday, excluding any public holidays in England and Wales.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes any subordinate legislation for the time being in force made under it.
- 1.9 A reference to **writing** or **written** includes fax but not e-mail.
- 1.10 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 A reference in this agreement to any other agreement or a document is a reference to such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.12 References to clauses and schedules are to the clauses and schedules of this agreement and references to paragraphs are to paragraphs of the relevant schedule.
- 1.13 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. TERM

- 2.1 This agreement shall take effect on the Commencement Date and shall continue for the Term.

3. EXTENDING THE INITIAL TERM

- 3.1 The borough will review the Charges based on evidence provided by the Parish Council. This review will be undertaken prior to 1st April of each year.
- 3.2 The Borough Council may extend this agreement beyond the Initial Term by a further period or periods of one year (each such extension together with any such extensions, being the "Extension Period"). If the Borough Council wishes to extend this agreement, it shall give the Parish Council at least one months' written notice of such intention before the expiry of the Initial Term or Extension Period.
- 3.3 If the Borough Council does not wish to extend this agreement beyond the Initial Term this agreement shall expire on the expiry of the Initial Term and the provisions of clause 25 shall apply.

4. SUPPLY OF SERVICES

- 4.1 The Parish Council shall provide the Services to the Borough Council with effect from the Commencement Date and for the duration of this agreement in accordance with the provisions of this agreement, including without limitation Schedule 1.
- 4.2 The Parish Council shall supply the Services at all times in compliance with the Equality Requirements and Best Industry Practice, as well as all applicable law regarding health and safety;
- 4.3 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards of which it becomes aware and which relate to or arise in connection with the performance of this agreement. The Parish Council shall instruct the Parish Council Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.
- 4.4 The Parish Council shall ensure that all Necessary Consents are in place to provide the Services and the Borough Council shall not (unless otherwise agreed in writing) incur any additional costs associated with obtaining, maintaining or complying with the same.
- 4.5 In the event that the Parish Council does not comply with the provisions of clause 4.1 in any way, the Borough Council may serve the Parish Council with a notice in writing setting out the details of the Parish Council's default ("a Default Notice").

5. BOROUGH COUNCIL RESPONSIBILITIES

- 5.1 The Borough Council will be solely responsible for any legal matters relating to monitoring non-compliance of the Services with this agreement and any subsequent enforcement of this agreement.
- 5.2 The Borough Council will be responsible for supplying the Parish Council with litter sacks and litter picking equipment on request from the parish clerk.
- 5.3 The Borough Council will be responsible for the disposal of all waste collected whether through the Borough Council's in house teams or under contract with a 3rd party. i.e., placing enough Euro 1100 litre Euro bins at agreed locations within the village at the cost of the Borough Council.
- 5.4 The Borough Council, with prior notice, will assist with emptying litterbins within the village in the event of absence of the parish warden.
- 5.5 The Borough Council will be responsible for any enforcement and collection of discarded fly-tipping on relevant land.

- 5.6 The Borough Council will be responsible for mechanical road sweeping of relevant highways through the village as per the Borough Council's works programme.
- 5.7 The Borough Council is contracted through Hampshire County Council to provide a weed spraying programme of relevant highway which equates to two applications per annum normally applied starting from May and ending by October.
- 5.8 The Borough Council will be responsible for any litterbin maintenance or replacement on relevant Borough Council or Highway land. Any requests for additional litter receptacles will be consideration based on evidence of litter issues under the boroughs bin strategy.

6. PARISH AND WARDEN RESPONSIBILITIES

- 6.1 It will be the responsibility of the Parish Council to manage their Parish Personnel in respect of ensuring work hours are completed and that specific training is undertaken on the relevant tasks required.
- 6.2 It will be the responsibility for the Parish Council to undertake a risk assessment noting specific hazards and the agreed works areas. The Parish Council will need to implement controls to reduce the risk of injury to their Parish Personnel . Note: the Borough Council can share specific task related Risk Assessment Method Statements (RAMS) on request.
- 6.3 The Parish Council will be responsible for their Parish Personnel ensuring service standards are maintained to appropriate service levels as per Schedule 2.
- 6.4 The Parish Council will ensure their Parish Personnel are provided with all necessary personal protective equipment (P.P.E), training and equipment necessary for the role.
- 6.5 The Parish Personnel will be responsible for the emptying of specific litterbins within the agreed area of the village and delivering all waste collected to the relevant disposal black bin bag storage box. All bins must be always locked to prevent unwanted waste from other sources.
- 6.6 The Borough Council can provide standard litter receptacles obtained from the preferred supplier which will be invoiced back to the Parish Council at cost. The Parish Council would have to source a contractor to install the bin on their land.
- 6.7 The Parish Council will ensure their Parish Personnel comply with the Parish Council's policies and safe working practices at all times.
- 6.8 The Parish Personnel will be responsible for litter picking all relevant areas within the village except for privately owned land i.e., Land not under the control of parish, borough, or highway ownership.

- 6.9 The Parish Personnel will only collect litter waste including dog fouling, empty all agreed litterbins, undertake sweeping of detritus / glass and the removal of discarded sharps / syringes.
- 6.10 The Parish Personnel must not remove items considered to be from fly-tipping as this must be reported to the Borough Council via the parish clerk.
- 6.11 The Parish Council must keep up to date records of their Parish Personnel and provide relevant training for each employed litter warden.

7. PAYMENT

- 7.1 In consideration of the provision of the Services by the Parish Council in accordance with the terms and conditions of this agreement, the Borough Council shall pay the Charges to the Parish Council in accordance with this clause 7.
- 7.2 The Borough Council shall pay the Parish Council annually through the Precepts process at the beginning of each financial year of the Term.
- 7.3 The Charges will cover the full cost for the Parish Council to recruit a litter warden plus further expenses for training, and allocation of equipment required.
- 7.4 In the event the Parish Council incur further costs with the litter scheme during a specific financial year, consideration will be given as to whether the Borough Council could increase the Charges. For transparency, the Parish Council must provide evidence to support any claim for additional Charges prior to any decision.
- 7.5 Unless otherwise stated in this Agreement, the Charges:
 - (a) shall remain fixed during the Term; and
 - (b) is the entire price payable by the Borough Council to the Parish Council in respect of the Services and includes, without limitation, any royalties, licence fees, supplies and all consumables used by the Parish Council, travel costs, accommodation expenses and the cost of Contractor Personnel.
- 7.6 The Charges is stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Borough Council following delivery of a valid VAT invoice. The Parish Council shall indemnify the Borough Council against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Borough Council at any time in respect of the Parish Council's failure to account for, or to pay, any VAT relating to payments made to the Parish Council under this agreement.

8. INDEXATION

- 8.1 The uplift following indexation from 1st April 2025 shall be 30%.
- 8.2 The Charges shall be reviewed and adjusted on an annual basis with effect from 1st April of each subsequent year of the Term in line with the percentage increase in the Consumer Prices Index in the preceding 12-month period. The first such increase shall take effect in the second Contract Year.

9. REPORTING AND MEETINGS

- 9.1 The Authorised Representatives shall meet at the request of the Borough Council and the Parish Council shall, at each meeting, present any reports as in the format set out in this clause 9.
- 9.2 The Parish Council will be required to provide a monthly report to the Borough Council including a bag count of waste collected.
- 9.3 The Parish will be required to provide to the Borough Council documentation regarding the Parish Personnel, as well as mapped areas, including any bin locations plus frequencies of emptying. See example as at Appendix B to this agreement.

10. MONITORING

- 10.1 The Borough Council may monitor the performance of the Services by the Parish Council.
- 10.2 The Parish Council shall co-operate with the Borough Council in carrying out the monitoring referred to in clause 10.1 at no additional charge to the Authority.
- 10.3 The Borough Council's officers will undertake periodic inspections throughout the year and share the standards based on their cleanliness with regards to litter, detritus, graffiti, flyposting.
- 10.4 Any concerns related to the performance of the Parish Personnel or other issues which involve disciplinary action will be solely dealt with by the Parish council.
- 10.5 To support the Parish Council, the Borough Council will assist with any litter bin emptying on a temporary basis in the event of long-term absence or leave for the Parish Personnel. However, this is subject to prior notice and availability of the Borough Council's operational staff. Ideally the Borough Council would require at least one months' notice period.
- 10.6 In the event that the Parish Council struggles or is unable to achieve the standard of cleanliness required under the KPIs, the Borough Council and the Parish Council will

undertake a review to consider options to enable to support the Parish Council in order to achieve the expected standards.

11. DISPUTE RESOLUTION

- 11.1 If either party has any issues, concerns or complaints about the manner in which the Services are provided, or any matter concerning this agreement, that party shall notify the other party and the parties shall then seek to resolve the issue by a process of negotiation.
- 11.2 If the Parties are for any reason unable to resolve a dispute, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 10 Working Days after the date of the ADR notice
- 11.3 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings.

12. TUPE

- 12.1 The Borough Council does not envisage that TUPE will apply to this Agreement.
- 12.2 However in circumstances where TUPE was to apply the Parish Council and the Borough Council will agree the terms and conditions which shall apply in relation to Parish Personnel employees.

13. SUB-CONTRACTING AND ASSIGNMENT

- 13.1 Neither party shall assign, novate, subcontract or otherwise dispose of any or all of its rights and obligations under this agreement without the prior written consent of the other party, neither may the Parish Council sub-contract the whole or any part of its obligations under this agreement except with the express prior written consent of the Authority, such consent not to be unreasonably withheld.

14. INDEMNITIES

- 14.1 Subject to clause 14.2, the Parish Council shall indemnify and keep indemnified the Borough Council against all liabilities, costs, expenses, damages and losses incurred by the Borough Council arising out of or in connection with:
- (a) the Parish Council's breach or negligent performance or non-performance of this agreement;

- (b) any claim made against the Borough Council arising out of or in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Parish Council or Contractor Personnel;
- (c) the enforcement of this agreement.

14.2 The indemnity under clause 14.1 shall apply except insofar as the liabilities, costs, expenses, damages and losses incurred by the Borough Council are directly caused (or directly arise) from the negligence or breach of this agreement by the Borough Council or its Representatives.

15. LIMITATION OF LIABILITY

15.1 Neither party shall be liable to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this agreement.

15.2 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage arising out of or in connection with this agreement, including any losses for which the relevant party is entitled to bring a claim against the other party pursuant to the indemnities in this agreement.

15.3 Subject to clause 15.1 and clause 15.4, the Parish Council 's aggregate liability:

- (a) is unlimited in respect of:
 - (i) the indemnities in clause 13.1;
 - (ii) any breach of clause 24;
 - (iii) the Parish Council's wilful default.
- (b) in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement, shall be limited in each Contract Year to:
 - (i) for liability arising from loss of or damage to property, £10,000,000 per occurrence; and
 - (ii) for all other liabilities, the higher of:
 - (A) £50,000; or
 - (B) 125% of the total Charges which would be payable under the Contract.

15.4 Notwithstanding any other provision of this agreement neither party limits or excludes its liability for:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by its negligence (or the negligence of its personnel, agents or subcontractors);
- (c) breach of any obligation as to title implied by statute; or
- (d) any other liability for which may not be limited under any applicable law.

16. INSURANCE

16.1 The Parish Council shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance for the Term of this Agreement providing as a minimum the following levels of cover:

- (a) public liability insurance with a limit of indemnity of not less than £10 million in relation to any one claim or series of claims;
- (b) employer's liability insurance with a limit of indemnity of not less than £10 million;
- (c) professional indemnity insurance with a limit of indemnity of not less than £2 million in relation to any one claim or series of claims and shall ensure that all professional consultants involved in the provision of the Services hold and maintain appropriate cover;
- (d) any other insurances reasonably required by applicable law or by the Borough Council.

("the Required Insurances"). The cover shall be in respect of all risks which may be incurred by the Parish Council, arising out of the Parish Council's performance of the agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Parish Council.

16.2 The Parish Council shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

16.3 If, for whatever reason, the Parish Council fails to give effect to and maintain the Required Insurances, the Borough Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Parish Council.

17. FREEDOM OF INFORMATION

17.1 Both Parties acknowledge that the other is subject to the requirements of the FOIA and the EIRs and shall assist and cooperate each other to enable them to comply with their information disclosure obligations.

17.2 Both Parties will:

- (a) provide all necessary assistance and co-operation as reasonably requested by the other Party to enable that Party to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the relevant Party all Requests for Information relating to this agreement that it receives as soon as practicable and in any event within two Business Days of receipt;
- (c) provide the relevant Party with a copy of all information requested in the Request for Information which is in its possession or control in the form that that Party requires within five Business Days (or any shorter period that Party may reasonably specify) of the request for that information.

17.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not Confidential Information.

18. DATA PROTECTION

18.1 If any Personal Data is processed in relation to this Agreement, both parties shall comply at all times with provisions equivalent to the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the other party to breach any of its applicable obligations under the Data Protection Legislation.

19. CONFIDENTIALITY

19.1 Each party undertakes that it will, during the term of this agreement and for a period of two years after termination or expiry of it, keep secret and confidential all Confidential Information of the other party and will not disclose that information to any person except where disclosure is expressly permitted by this agreement or expressly authorised in writing by the other party.

20. AUDIT

20.1 The Parish Council must ensure that the Charges is shown in its accounts as a restricted fund and is not included under general funds.

20.2 The Parish Council will keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Charges monies received by it.

20.3 The Parish Council will keep all invoices, receipts, accounts and other relevant documents relating to the expenditure of the Charges for a period of at least six years following receipt of any Charges monies to which they relate.

20.4 At any time during the Charges Period and for up to six years after it, the Borough Council or a Council appointed auditor may review the Parish Council's accounts and records that relate to the expenditure of the Charges and may take copies of those accounts and records. The Parish Council grants to the Borough Council and its Representatives full access to the Parish Council's accounts, records and premises for the purposes of carrying out an audit under this clause 20.

20.5 The Parish Council will comply, and facilitate the Borough Council's compliance, with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Borough Council.

21. SAFEGUARDING

21.1 The Parish Council shall, to the extent that delivery of the Services will cause it to come into regular contact with children or vulnerable adults, have safeguarding children and vulnerable adult policies in place that comply with legislative requirements, Government guidance and the terms of the Borough Council's Policy and Procedure for the Safeguarding of Children and Vulnerable Adults.

21.2 The Parish Council must ensure that the correct Disclosure and Barring Service checks have been carried out for all relevant staff and agents and provide them with appropriate safeguarding training.

22. TERMINATION

22.1 Either party may terminate this agreement by giving at least 12 months' written notice to the other party.

22.2 The Borough Council may terminate this agreement with immediate effect by the service of written notice on the Parish Council in the following circumstances:

(a) if the Parish Council is in breach of any material obligation under this agreement provided that if the breach is capable of remedy, the Borough Council may only terminate this agreement under this clause 22.2 if the Parish Council has failed to remedy such breach within 28 days of receipt of notice from the Borough Council ("a Remediation Notice") to do so;

(b) if a Consistent Failure has occurred;

(c) if the Parish Council becomes insolvent

(d) the Borough Council reasonably believes that the circumstances set out in regulation 73(1) of the Public Contracts Regulations 2015 apply.

22.3 If this agreement is terminated by the Borough Council pursuant to this clause 22.2, such termination shall be at no loss or cost to the Borough Council and the Parish Council

hereby indemnifies the Borough Council against any such losses or costs which the Borough Council may suffer as a result of any such termination.

- 22.4 The Parish Council may terminate this agreement in the event that the Borough Council commits a Termination Payment Default by giving 30 days' written notice to the Authority. In the event that the Borough Council remedies the Termination Payment Default in the 30 day notice period, the Parish Council's notice to terminate this agreement shall be deemed to have been withdrawn.

23. FORCE MAJEURE

- 23.1 Neither party shall be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for more than 9 weeks, the party not affected may terminate this agreement by giving not less than 3 weeks written notice to the affected party.

24. PREVENTION OF BRIBERY

- 24.1 The Parish Council represents and warrants that neither it, nor any Contractor Personnel:
- (a) has committed a Prohibited Act;
 - (b) to the best of its knowledge has been or is subject to an investigation, inquiry or enforcement proceedings by a governmental, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act; or
 - (c) has been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 24.2 The Parish Council shall promptly notify the Borough Council if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 24.1 at the relevant time.

25. CONSEQUENCES OF TERMINATION OR EXPIRY

- 25.1 On the expiry of the Term or if this agreement is terminated in whole or in part for any reason, the Parish Council shall co-operate fully with the Borough Council to ensure an orderly migration of the Services to the Borough Council or, at the Authority's request, a Replacement Contractor.
- 25.2 On termination or expiry of this agreement the Parish Council shall procure that all data and other material belonging to the Borough Council (and all media of any nature

containing information and data belonging to the Borough Council or relating to the Services), shall be delivered to the Borough Council forthwith.

25.3 Any provision of this agreement that expressly or by implication is intended to come into or continue force on or after termination or expiry, including clause 14 (Indemnities), clause 15 (Limitation of Liability), clause 16 (Insurance), clause 17 (Freedom of Information), clause 18 (Data Protection), clause 19 (Confidentiality), clause 20 (Audit), clause 22 (Termination for Breach) and this clause 25 (Consequences of termination), shall remain in full force and effect.

25.4 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the Termination Date.

26. NOTICES

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

27. VARIATION

27.1 No variation of this Agreement shall be effective unless it is in writing and signed by both parties.

28. SEVERABILITY

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

29. ENTIRE AGREEMENT

29.1 This Agreement constitutes the entire and only agreement between the parties in relation to its subject matter and replaces and extinguishes all prior agreements, undertakings, arrangements, understandings or statements of any nature made by the parties whether

oral or written (and, if written, whether or not in draft form) with respect of such subject matter.

30. THIRD PARTIES

30.1 A person who is not a party to this Agreement may not enforce its terms under the Contracts (Rights of Third Parties) Act 1999.

31. GOVERNING LAW

31.1 This agreement is governed by and will be construed in accordance with the law of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

This agreement has been entered into on the date stated at the beginning of it.

SCHEDULE 1 SPECIFICATION

- A. The activities undertaken by the parish under this grant agreement are:
- Litter Bin emptying weekly.
 - Litter pick accumulations of littered areas including the removal of sharps or drug paraphernalia.
 - Remove dog fouling from public areas.
 - Manual sweep accumulations of detritus or glass deposits from hard or soft surfaces
 - Disposal of rubbish in pre agreed places points within village either with BDBC operatives or specific commercial bins supplied via our Waste Management team.
- B. The general types of land include the following:
- Public open spaces and recreational areas
 - Highway verges, roads or footways including a public right of way or bridlepath.
 - Land considered highway adjacent retail outlets.
 - Borough Council or Parish Council owned green spaces including shrubbery, woodland or thicket.
- C. The benefits of the Parish Council undertaking these duties are:
- a. Parish /Town councils are in touch with their local communities understanding the needs and demands whereas borough or district authorities are more remote.
 - b. Each Parish/ Town council will have different requirements due to variations in infrastructure, location and local community need.
 - c. Parish/Town councils can adjust the service to meet demand and expectation, whereas the Borough Council will have a set schedule which cannot be easily altered.
 - d. Many Parish/Town councils have land which they own and manage, which requires dealing with waste issues.
 - e. By taking on the responsibility for the land normally managed by the Borough Council, this allows the Parish/ Town council to provide a more coherent and cost effective service across their area.
- D. It is important to note that under the duty, if an authority enters into a service agreement, this does not transfer the duty of a litter authorities (BDBC) legal duties under the EPA 1990. This means by accepting this agreement of certain Street Cleaning functions, the Parish Council is not legally liable to prosecution in the event of noncompliance with the Code of Practice.
- E. The Borough Council and the Parish Council will agree the specific areas the warden will cover based on the land usage type with regards to the higher usage or heavily trafficked as outlined in the code of practice. **See Appendix A:** Examples of Service Level grading, land Usage by and cleansing timeframes.

F. The Parish Personnel **will not** undertake works on the following area or on the behalf of:

- Private Residential properties
- High-speed roadside verges without a safe working zone (safe zone footway)
- Housing association owned land
- Residential Areas under a Management Company or developer
- Agricultural land unless on a relevant public right of way (PROW)
- Private Commercial enterprises of Industrial Premises
- Countryside land managed by third party.

G. The Parish Personnel will not undertake any works on a high-speed roadside verge unless there is a macadam footway to provide a safe work area. All routes covered by the warden will generally be within the parish village. Rural roads will be covered by BDBC staff.

H. The Borough has specific powers to tackle issues of waste having a detrimental effect on land under private ownership.

I. If the parish perceive any foreseen or unexpected concerns relating to achieving the service levels outlined, please contact the Street Cleansing Manager to discuss further support / assistance.

SCHEDULE 2 KPIS

Part 1 KPIS

1. The KPIS

- 1.1 The KPIS which the Parties have agreed shall be used to measure the performance of the Services by the Parish Council are as set out below:
- (a) Litter Bin emptying weekly.
 - (b) Litter pick accumulations of littered areas including the removal of sharps or drug paraphernalia.
 - (c) Remove dog fouling from public areas.
 - (d) Manual sweep accumulations of detritus or glass deposits from hard or soft surfaces
 - (e) Disposal of rubbish in pre agreed places points within village either with BDBC operatives or specific commercial bins supplied via our Waste Management team.
- 1.2 The Parish Council shall monitor its performance in relation to the above KPIS and shall update the Borough Council of the same at its' request.
- 1.3 The Parish Council will ensure all areas covered under the agreement meet the expected levels within reasonable timeframes based on the agreed hours for the Parish Personnel.
- 1.4 The Parish Council will ensure it will rectify any substandard areas within a reasonable timeframe based on the agreed hours for the Parish Personnel.
- 1.5 The expected service level standards are outlined in the Code of practice on litter and refuse by DEFRA. Litter and refuse: code of practice - GOV.UK (www.gov.uk). This is a guidance to ascertain the expected standards and timeframes based on the zone or land type to be free of litter and refuse.
- Note: under the guidelines , these are flexible as there can be specific requirements required or obtaining resourcing to complete tasks hence, the term so far as reasonably practical.*

Part 2 Consistent failure

1. Consistent failure

In this agreement, **Consistent Failure** shall mean the Parish Council repeatedly breaching any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement.

Appendix A:

Example of Gradings of Cleanliness to be achieved.

Set A: litter and refuse in both relevant highway and hard surface setting

Set B: litter and refuse in a soft surface setting



Grade A

No litter or refuse



Grade C

Widespread distribution of litter and/or refuse with minor accumulations



Grade A

No litter or refuse



Grade B

Predominately free of litter and refuse apart from some small items



Grade D

Heavily affected by litter and/or refuse with significant accumulations



Grade B

Predominately free of litter and refuse apart from some small items

Set C: principles of detritus grading in a relevant highway setting



Grade C

Widespread distribution of litter and/or refuse with minor accumulations



Grade A

No detritus



Grade C

Widespread distribution of detritus with minor accumulations



Grade D

Heavily affected by litter and/or refuse with significant accumulations



Grade B

Predominantly free of detritus except for some light scattering



Grade D

Heavily affected by detritus with significant accumulations

Example of the Zone type and expected timeframes to achieve a Grade A.

Table 1

	Type of zone			
	High intensity of use	Medium intensity of use	Low intensity of use	Special circumstances
Nature of the area	Areas which, through intense pedestrian and/or vehicular movements, are prone to fluctuations in litter and refuse and require both high levels of monitoring and frequent cleansing	Areas affected by moderate levels of pedestrian and vehicular activity and therefore less prone to fluctuations in litter and refuse, usually situated outside centres of retail or commercial activity, but used regularly by members of the public	Areas subject to low or infrequent levels of pedestrian and vehicular activity and therefore less prone to fluctuations in litter and refuse, often located in more rural areas	Types of land where issues of health and safety and reasonableness and practicability are dominant considerations when undertaking environmental maintenance work (includes legislative restrictions for all land types)
Maximum response time to restore to grade A standard if it falls below grade B	1/2 a day This means by 6pm if reported before 1pm or by 1pm the next duty day if reported between 1pm and 6pm on the previous day	1 day This means by 6pm the following evening	14 days	28 days or as soon as reasonably practicable

APPENDIX B

LITTER WARDEN ROUTES – OLD BASING

10 HOURS PER WEEK (i.e. 2.5 hours per day)

ROUTE 1 – GREEN WORKED ON: MONDAY/TUESDAY (week 1)

Starts at the Junior School in Milkingpen Lane: Milkingpen Lane (including The Mead) – Park Lane to A30 and return to Park Avenue – Park Avenue (including Pelham Close) – turn right into Byfleet Avenue to fish & chip shop and back to Linden Market – turn right into Linden Avenue – Blenheim Road – Park Avenue to junction with Byfleet Avenue and back to Blenheim Road – turn right into Hatch Lane (including The Dell – Chalk Vale – Lingfield Close) – Hatch Lane to Fiveways junction – Byfleet Avenue (including Apple Way) – right hand side of Linden Avenue & return to Byfleet Avenue – Milkingpen Lane – route finishes at Junior School.

ROUTE 2 – YELLOW WORKED ON: MONDAY / TUESDAY (week 2)

Starts at Junior School in Belle Vue Road: Belle Vue Road (including Paulet Place, Fraser Close, Cromwell Close, Loyalty Lane) – Cavalier Road – Belle Vue Road (including Batchelor Drive) to junction with Hatch Lane & return on other side (including Fairthorne Rise & Holly Drive) – route finishes at La Belle.

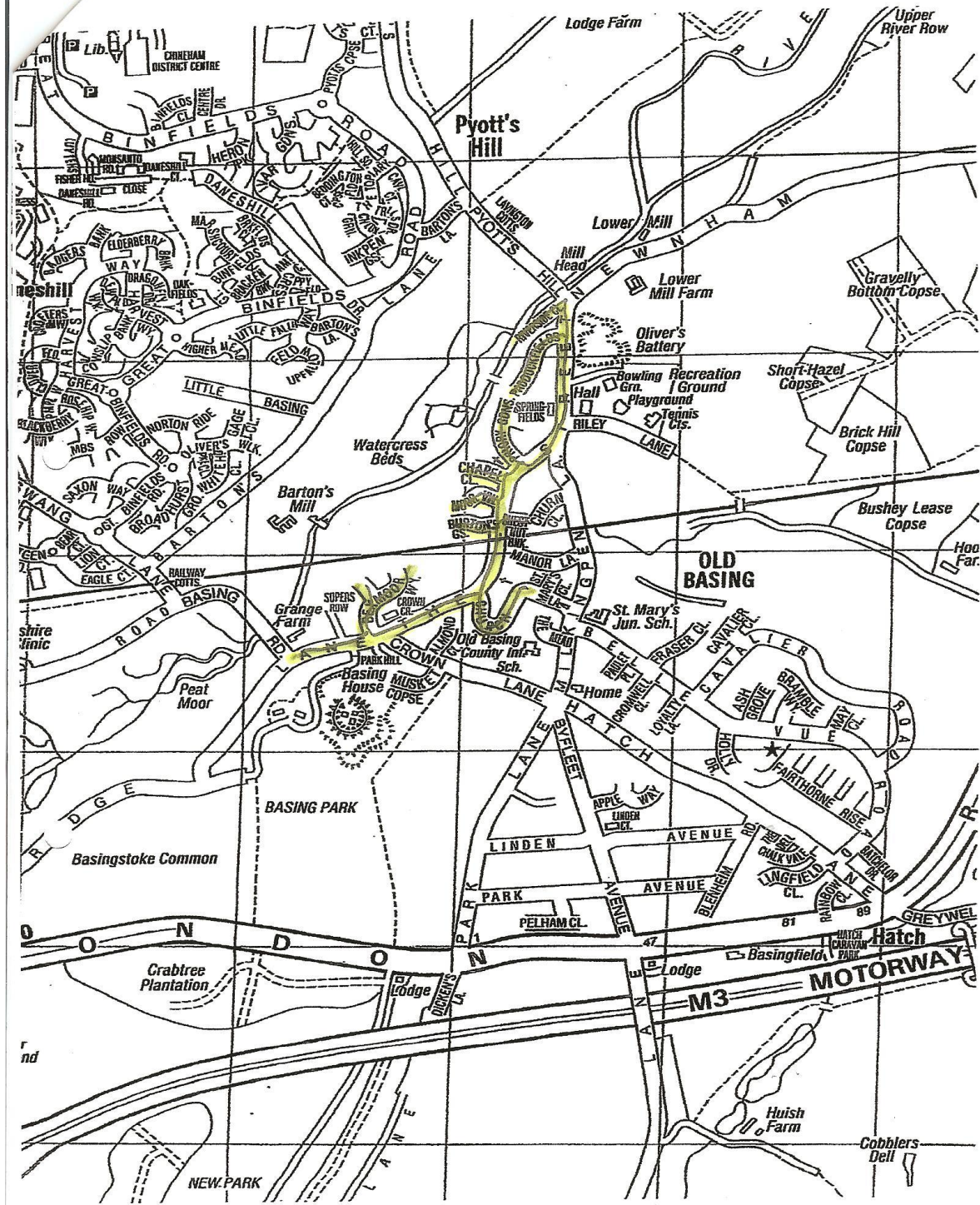
ROUTE 3 – ORANGE WORKED ON: WEDNESDAY / THURSDAY (week 1)

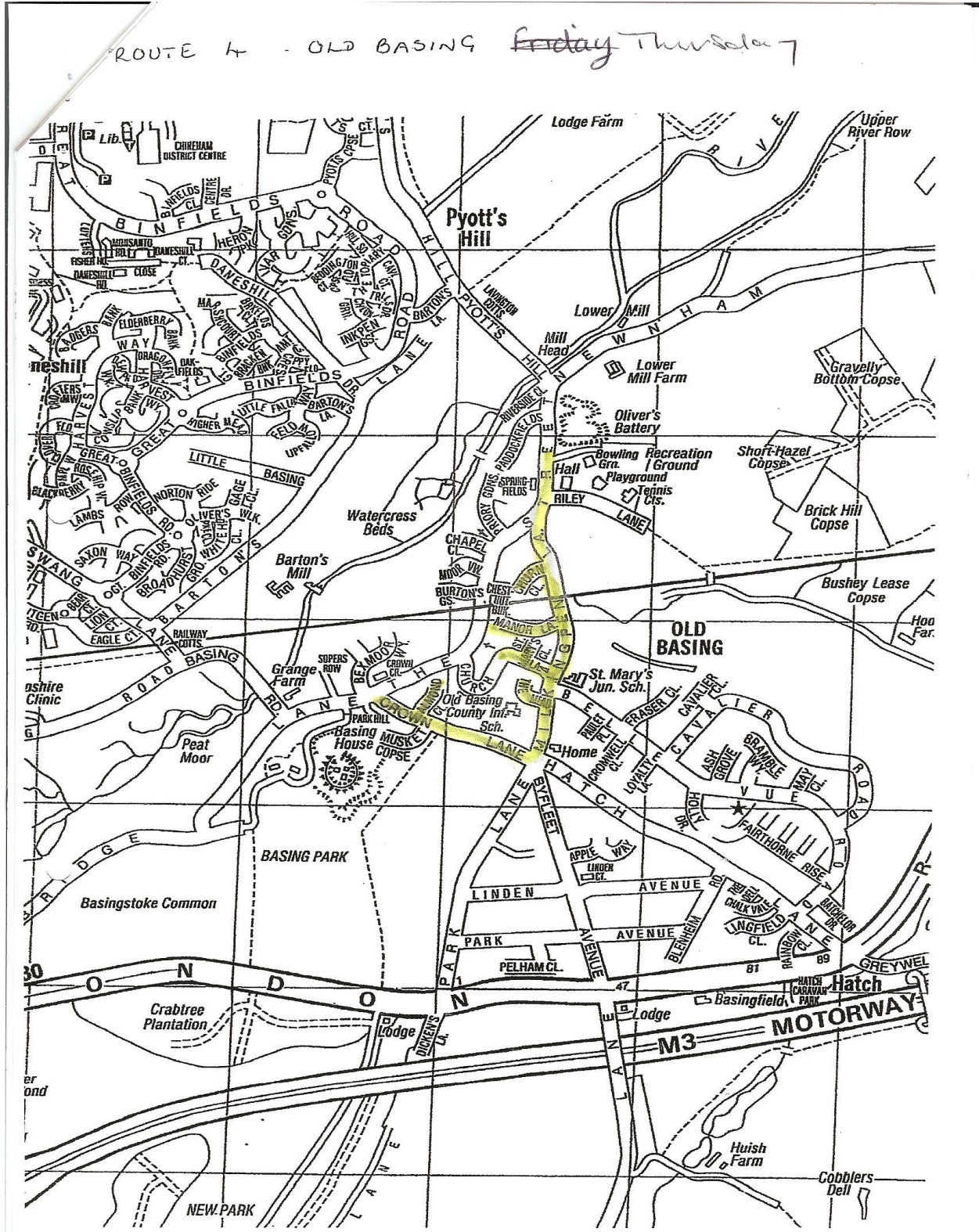
Recreation Ground –turn right into The Street (including Paddockfields) – Riverside Close – The Street (including Priory Gardens, Chapel Close, Moor View – Burtons Gardens – Chestnut Bank) – Church Lane to the church and return to The Street – Bexmoor Way – to Grange Farm and return to the Recreation Ground via The Street & Oliver’s Battery.

ROUTE 4 – PINK – WORKED ON: WEDNESDAY / THURSDAY (week 2)

Recreation Ground – turn left into The Street to The Bolton Arms and turn left into Milkingpen Lane – Churn Close – Manor Lane – Church Lane to the church & return (including St Mary’s Close) – Milkingpen Lane – turn right at traffic lights into Crown Lane to junction with The Street (including Almond Close) – return to traffic lights – turn left into Milkingpen Lane & return to Recreation Ground

ROUTE 3 - OLD BASING Wednesday





LITTER WARDEN ROUTES – LYCHPIT

15 HOURS PER WEEK

ROUTE 1 – GREEN WORKED ON: FRIDAY AM/PM

Heron Park – Ivar Gardens – Pyotts Copse – Pyotts Hill – The Topiary development.

ROUTE 2 – YELLOW WORKED ON: THURSDAY AM/PM

Marsh Court – Brickfields Close – Great Binfields Crescent – Bracken Bank – Poppyfields – Daneshill Drive – Inkpen Gardens – Great Binfields Road

ROUTE 3 – PURPLE WORKED ON: WEDNESDAY AM/PM

Great Binfields Road – Harvest Way – Dragonfly Drive – Elderberry Bank – Badgers Bank – Dewpond Walk – Crofters Meadow – Cowslip Bank – Clover Field – Blackberry Walk – Rosehip Way – Great Binfields Road.

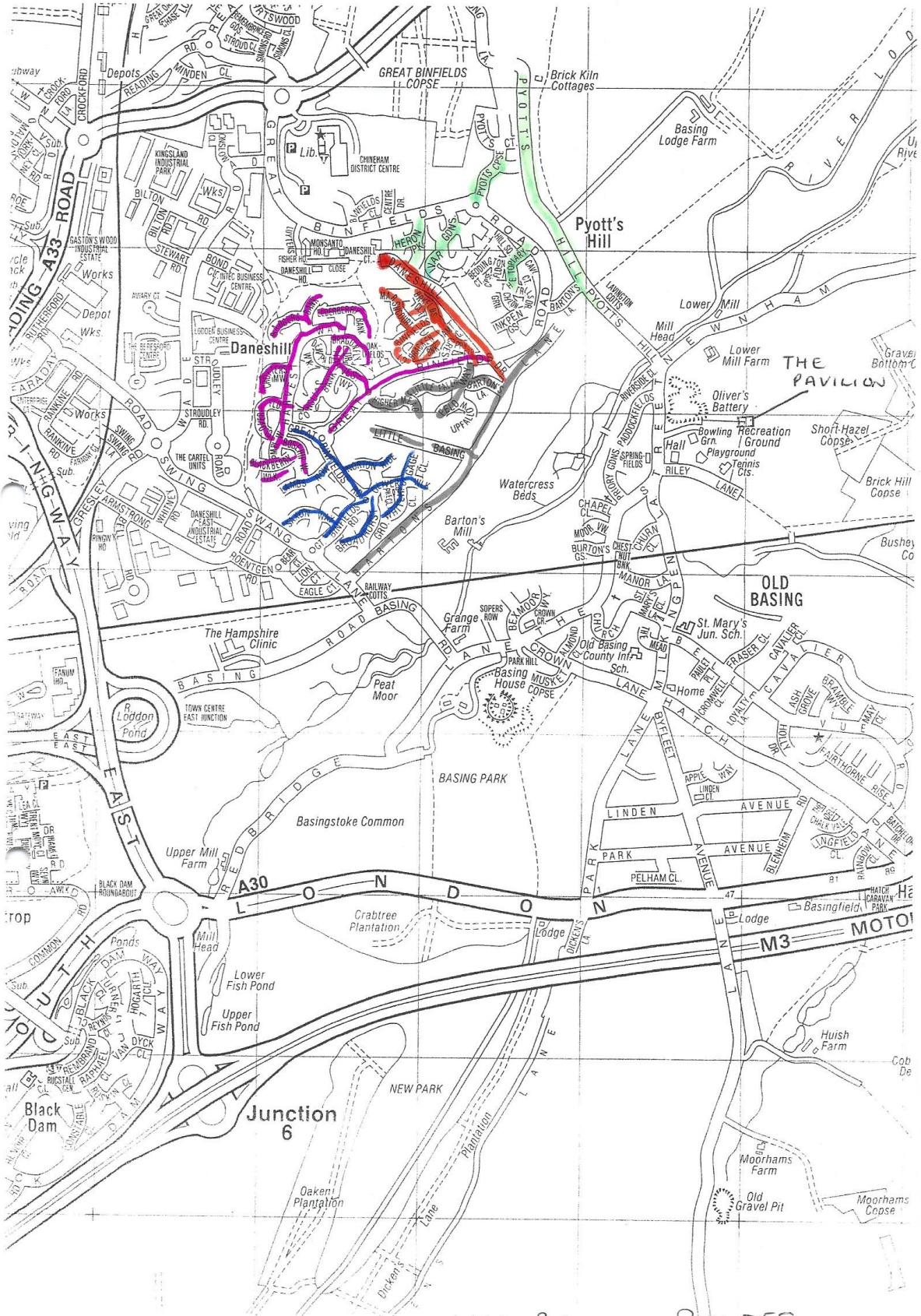
ROUTE 4 – BLUE WORKED ON: MONDAY AM/PM

Great Binfields Road – Lambs Row – Norton Ride – Olivers Walk – Gage Close – Whitehead Close – Broadhurst Grove – Saxon Way.

ROUTE 5 – BLACK WORKED ON: TUESDAY AM/PM

Higher Mead – Little Fallow – Feld Way – Upper Fallow – Bartons Lane – riverbank walk - Little Basing.

Includes 1 hour on MONDAYS covering Lychpit Centre Car Park



Required information:

Waste sack totals collected monthly.

General complaints regarding waste issues

Specific maps for any relevant bins and the frequency these require emptying.

EXECUTED by the parties hereto the day and year first before written

Signed by and on behalf of

BASINGSTOKE AND DEANE

BOROUGH COUNCIL acting

by an Authorised Signatory

Signed by:
Maria Bundy
Signature F6316875E5F6442.....

Name..... Maria Bundy.....

Signed by and on behalf of

OLD BASING & LYCHPIT PARISH COUNCIL

acting by an

Authorised Signatory

Signed by:
Kate Hope
Signature 10FEGC620D9E454:.....

Name..... Kate Hope.....