

**THIS AGREEMENT** is made the

2017

BETWEEN

a) Thame Town Council (the Council)

and

b) Thame Youth Memorial Trust (The Trust), Registered UK Charity number: 1135630

## **1 Introduction and Definitions**

- 1.1** The Council has a responsibility for the provision of community facilities in the Thame area for use by and for the benefit of the community.
- 1.2** The Council and The Trust entered into an initial five year agreement in April 2012.
- 1.3** The Council and The Trust wish to continue this Agreement in order to facilitate and manage the Youth Memorial area located at the Memorial Gardens, Upper High Street, Thame, as a place of reflection for those affected by the premature death of a youth of Thame.
- 1.4** This agreement sets out the roles and responsibilities of the parties.

## **2. Objectives**

The objectives of the project are:

- i. To support a place of reflection for those affected by the premature death of a youth of Thame.
- ii. To provide and maintain a lasting memorial in Thame to the youth of the town and area, who die prematurely.
- iii. To provide a plaque of remembrance for each individual person who has died prematurely, as desired by their loved ones.

## **3. Roles and Responsibilities of the Council**

- i. To grant The Trust the use of the Youth Memorial site, as a lasting a place of reflection at the Memorial Gardens, location as detailed in appendix 1
- ii. The Council will nominate one representative to The Memorial Trust as a Trustee.

- iii. To hold and receive funds on behalf of the Trust where such funds shall only be used in agreement with the Trust.
- iv. To procure and administer the site requirements as authorised by the Town Clerk in accordance with normal Council procedures.
- v. To retain all documents necessary for audit purpose and record any significant items on the Council's asset register.
- vi. To insure the Youth Memorial as a Council asset.
- vii. Incorporate identified inspections and maintenance requirements of the designated area within the Council's annual maintenance schedules.
- viii. To undertake site maintenance such as hedge trimming, weeding, graffiti removal and litter picking where it deems necessary.
- ix. To promote the Youth Memorial through Council media channels.
- x. To allow the Trust to arrange and hold ceremonies as appropriate to dedicate the installation of memorial plaques.

#### **4. Roles and Responsibilities of the Trust**

- i. To obtain Council approval prior to the commencement of any works and obtain all necessary written permissions and consents, including planning consents.
- ii. To manage the technical specifications for the Youth Memorial site.
- iii. To undertake annual servicing and maintenance of the Youth Memorial aspects of the area as identified through a maintenance schedule.
- iv. To undertake general day to day maintenance as deemed required by the Trust.
- v. To ensure that any orders for work, whether verbal or written are undertaken solely by the Council.
- vi. To appoint a contractor in consultation with the Council to undertake plaque installations as necessary.
- vii. To be responsible for all enquiries, including all correspondence with families.
- viii. To consider requests for memorial plaques, with the Trustees reserving the right to accept or refuse applications.
- ix. At the discretion of the Trustees, to provide or assist with financial support to families who wish to install a plaque

- x. To maintain and provide the Council with, if requested, an official register of those remembered on the site.
- xi. To secure any grant funding and comply with any terms of such grant.
- xii. At all times keeping the Council apprised in writing of:
  - All relevant permissions and any changes to such permissions
  - Total cost of the Project and any revisions to such cost
  - Any change to awarded grant funding
  - Grant monitoring requirements
- xiii. To take out appropriate insurance to indemnify the Council against any claim by third parties in respect of the liabilities of the Thame Youth Memorial Trust charity, and provide a copy of the policy to the Council each year.
- xiv. To organise ceremonies as appropriate to dedicate the installations of memorial plaques.
- xv. To organise in partnership with the Council an annual clearance and maintenance of the area.
- xvi. To provide the finance for all Youth Memorial aspects of the area.

## **5 Publicity**

- 5.1 Both parties may from time to time wish to undertake publicity in connection with the Project. Each party will inform the other in connection with any such publicity to ensure both are in agreement.

## **6 Good Faith**

- 6.1 The Council and the Trust agree and declare that during the term of this Agreement, all transactions between them shall be conducted in good faith and that they shall at all times act in good faith towards each other in connection with all matters pertaining to this Agreement.

## **7 Variations**

- 7.1 No deletion, addition or modification or variation to this Agreement shall be valid unless agreed in writing and signed by both parties.

## **8 Costs**

**8.1** The parties shall bear their own costs and expenses in connection with this Agreement.

## **9 Termination**

**9.1** This Agreement shall remain in force for a period of five years from the date of this Agreement.

## **10 Disputes**

**10.1** In the event of any dispute or disagreement between the parties they shall endeavour to resolve such disputes through discussion.

## **Appendices**

- Risk Assessment
- Plan of Area
- Declaration of Trust for the Thame Youth Memorial Trust

**Executed as a Deed by  
Thame Town Council**

THE COMMON SEAL  
THAME TOWN COUNCIL  
Was hereunto affixed under the  
Authentication of two Members of  
Thame Town Council in the presence of:

Authorised Signatory:

Authorised Signatory:

**Signed on behalf of Thame Youth Memorial Trust**

Chairman:

In the presence of one committee member: