

Thame Town Council

And

Thame Youth Projects Group (CIO)

Partnership Agreement

Relating to a the development and construction of a bespoke Youth Centre and Football Changing Rooms, Kiosk,
Public Toilet.

Terms of Partnership Agreement

A. Introduction

THIS AGREEMENT IS MADE on

2020

BETWEEN

(a) Thame Town Council ("**the Council**") of Town Hall, Thame, Oxfordshire OX9 3DP

and

(b) Thame Youth Projects Group(CIO) ("**the Trust**") of Town Hall, Thame, Oxfordshire OX9 3DP

Jointly referred to as ("**the parties**")

A. Vision/Purpose and Objectives of the Partnership

1. The parties wish to enter into an agreement in order to facilitate and deliver a new Youth Centre and other facilities for the people of Thame ("**the Project**") which after delivery the Youth Centre shall be operated by the Trust by way of lease and the football changing rooms, kiosk and public toilets operated by the Council for the benefit of the community.
2. This Agreement sets out the roles and responsibilities of the parties, the objectives and specifications of the Project and how these will be achieved.

B. Objectives of the Parties

3. To assist with the delivery of the Project in order to provide a Youth Centre, Football Changing Rooms, Kiosk and Public Toilets.
4. To identify and make available sufficient funding to deliver the Project.
5. To identify, agree and implement an appropriate management structure for the Project.

C. Running the Project

6. Partners' Roles/Duties/Responsibilities

The Council shall fulfil the following duties:

- a) Make available by agreement land for construction of the Youth Centre and Council facilities. Both the land and entire building and facilities shall remain in the freehold ownership of the Council into perpetuity.
- b) Manage the overall build of the Project and reclaim VAT
- c) Enter Building Contract/s for the construction of the Project in accordance with the schedule of works agreed to be carried out under the terms of any Building Contract and the tender evaluation
- d) Conform with all planning conditions, legal requirements or obligations
- e) Provide financial assistance by way of a £10,000 seed funding grant
- f) Consider further financial assistance to secure the development within its means.
- g) Work with the Trust to source funding from third parties and draw down s106 obligations from SODC
- h) Submit all Planning Applications as may be required
- i) Undertake and fund a Public Consultation and promote the benefits and aims of the project
- j) Receive funds and make payments related to the Project through the Council's Bank Account for agreed expenditure
- k) If required to do so, to expeditiously execute any legal agreements and/or any required changes and meet the costs of doing so.
- l) Provide Officer support
- m) On completion the Council shall meet the cost of the buildings maintenance and running costs.
- n) Shall operate the Kiosk (of a workable size and nature to be agreed by the Council), the changing rooms and public toilet, Football Pitches, recreation ground, play areas, outside facilities and Splash Pad.

The Trust shall fulfil the following duties:

- a) Obtain funding for the Project through grant making bodies, sponsorship and other income streams available to it.
- b) Provide adequate insurance to cover its liabilities
- c) On completion of the Project to manage the Youth Centre defined within the red line map in accordance with the highest corporate governance standards
- d) Shall operate the Youth Centre under the terms of its lease
- e) Shall allow Community use of the youth facility by way of hire
- f) Shall not sublet any part of the building or facilities

Collectively the Parties shall:

- a) Meet regularly to support the Project and report back on its progress
- b) Promote the Project at all times
- c) Publicly consult and gather views from residents and local businesses

7. Development Obligations

The following items are required to be agreed by the Parties and in place before the Building Contract can be executed and works under the Building Contract commence:

- a) All funding sources secured before the building contract commences
- b) Agree the Project budget and confirm there is a sufficient funding package to cover all costs identified in the Project Plan
- c) A contingency fund of at least 5% of the capital cost will be in place to cover unforeseen costs in connection with the build costs of the Project

8. Finance

- a) The Council will manage the cashflow for the Project through its accounts and liaise with the relevant Trust Officer
- b) the Council will manage any payments these will be made in keeping with Procurement Regulations with all contractors to be agreed at no less than 31 days of receipt of a proper invoice and otherwise in accordance with the terms agreed by the Council
- c) Invoices shall be made out to the Council and processed through the Councils accounts
- d) All expenditure to be agreed by the Council and processed accordingly
- e) Any residual capital funds remaining shall be invested into the Councils activities on the site

9. Liabilities and Insurance

- a) The Trust and Council shall undertake to ensure that all appropriate insurance, including third party insurance in respect of death or injury to any person or persons and/or damage to property is in place prior to commencement of the Project

10. Disputes

- a) In the event of any dispute or disagreement between the Parties they shall endeavour to resolve such disputes through discussion, if necessary, in the presence of an independent Chairman
- b) If such discussions do not resolve the dispute or disagreement the same shall be decided by a single arbitrator appointed in default of the agreement between the parties by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the provisions of the Arbitration Act 1996 whose decision shall be final and binding on both Parties
- c) The cost of such arbitration shall be divided equally between the Parties or in such proportions as the arbitrator may determine.

11. Law

This agreement shall be governed by and construed in accordance with English law

In Witness whereof this Partnership Agreement is executed by the duly authorised representative of the Council and the Trust

For and on behalf of the Council

Councillor:

Councillor:

Date:

For and on behalf of the Trust

Director:

Director:

Date: