

DATED

2015

HAMPSHIRE COUNTY COUNCIL (1)

BASINGSTOKE AND DEANE BOROUGH COUNCIL (2)

EAST HAMPSHIRE DISTRICT COUNCIL (3)

EASTLEIGH BOROUGH COUNCIL (4)

FAREHAM BOROUGH COUNCIL (5)

GOSPORT BOROUGH COUNCIL (6)

HART DISTRICT COUNCIL (7)

HAVANT BOROUGH COUNCIL (8)

NEW FOREST DISTRICT COUNCIL (9)

RUSHMOOR BOROUGH COUNCIL (10)

TEST VALLEY BOROUGH COUNCIL (11)

WINCHESTER CITY COUNCIL (12)

MEMORANDUM OF AGREEMENT

Relating to

HAMPSHIRE'S ABANDONED VEHICLES SERVICE CONTRACT

THIS AGREEMENT is made the day of 2015

BETWEEN

(1) **HAMPSHIRE COUNTY COUNCIL** of The Castle, Winchester, Hampshire, SO23 8UJ (“the Contracting Authority”)

and

(2) **BASINGSTOKE AND DEANE BOROUGH COUNCIL** of Civic Offices, London Road, Basingstoke, RG21 4AH

(3) **EAST HAMPSHIRE DISTRICT COUNCIL** of Penns Place, Petersfield, GU31 4EX

(4) **EASTLEIGH BOROUGH COUNCIL** of Civic Offices, Leigh Road, Eastleigh, SO50 9YN

(5) **FAREHAM BOROUGH COUNCIL** of Civic Offices, Civic Way, Fareham, PO16 7PP

(6) **GOSPORT BOROUGH COUNCIL** of Town Hall, High Street, Gosport, PO12 1EB

(7) **HART DISTRICT COUNCIL** of The Civic Offices, Harlington Way, Fleet, GU51 4AE

(8) **HAVANT BOROUGH COUNCIL** of Public Service Plaza, Civic Centre Road, Havant, Hampshire PO9 2AX

Memorandum of Agreement

(9) **NEW FOREST DISTRICT COUNCIL** of Appletree Court, Lyndhurst, SO43 7PA

(10) **RUSHMOOR BOROUGH COUNCIL** of Council Offices, Farnborough Road, Farnborough, GU14 7JU

(11) **TEST VALLEY BOROUGH COUNCIL** of Beech Hurst, Weyhill Road, Andover, SP10 3AJ

(12) **WINCHESTER CITY COUNCIL** of City Offices, Colebrook Street, Winchester, SO23 9LJ

(together the "District Councils")

IT IS HEREBY agreed as follows:-

1. RECITALS

- 1.1 The Parties to this Agreement have various statutory duties in relation to the collection, storage and disposal of nuisance, voluntarily surrendered and abandoned vehicles in Hampshire.
- 1.2 The Contracting Authority has responsibilities as a Waste Disposal Authority and the District Councils have responsibilities as Waste Collection Authorities.
- 1.3 The Parties have agreed to join together to work in partnership for the purposes of obtaining the best value service in order to discharge the Parties respective statutory duties.
- 1.4 The Parties have agreed that they will work together in accordance with these terms and conditions.

2. INTERPRETATION

2.1 In this Agreement unless the context otherwise requires the following expressions have the following meanings:

"Agreement" means these terms and conditions together with the Schedules attached hereto;

"Commencement Date" means 1 April 2015;

"Contract" means the contract dated for the collection and disposal of abandoned vehicles in Hampshire vehicles entered into by the Contracting Authority with the Contractor;

"Contracting Authority" means Hampshire County Council;

"Contractor" means ;

"Contract Management" means the Contracting Authority's management duties under the Contract;

"District Councils" means each one of the Parties save for the Contracting Authority individually;

"Parties" means the parties to this Agreement together with any additional party or parties who may be admitted to the Agreement from time to time pursuant to Clause 13 and the term "Party" shall be construed accordingly;

"Steering Group" means the group detailed in Clause 9 and Appendix A;

“Summary of Services” means the services at the rates as detailed in Appendix B;

“ Term” means the term of this Agreement detailed in Clause 14;

“Valuable Vehicles” means all Vehicles identified as such by a District Council with an expected market value immediately before its collection (according to Parkers Car Price Guide or such other independent car pricing guide/dealer as chosen by the Authority from time to time) of at least £2000;

“Working Day” means a day when each of the Parties are open for business and Workings Days shall be construed accordingly;

2.2 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended extended or re-enacted.

2.3 Words importing the singular include the plural words importing any gender include every gender, the words importing persons include bodies corporate and unincorporated; and (in each case) visa versa.

2.4 Reference to Clauses and Schedules are references to Clauses and Schedules of this Agreement and any reference to a sub provision is unless otherwise stated a reference to a sub provision of the provision in which the reference appears.

2.5 The Clause and paragraph headings and titles appearing in this Agreement are for reference only and shall not affect its construction or interpretation.

3. PURPOSE

- 3.1 This Agreement has been entered into by the Parties to establish and effect provisions for performance of the Contract and to clarify the Parties' responsibilities thereto.

4. STATUS OF THE AGREEMENT

- 4.1 The Parties agree that the Agreement shall take the form of a contractual relationship and mutual commitments between them created by the Agreement shall from the date hereof be constituted accordingly.

- 4.2 Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the Parties or any of them and none of the Parties shall have the authority or power (nor represent themselves as having such authority or power) to contract in the name of or to undertake any liability or obligation on behalf of or to pledge the credit of any of the other Parties other than the Contracting Authority pursuant to Clause 6 below.

5. CONTRACTUAL REQUIREMENTS

- 5.1 The Parties agree that the Contracting Authority shall act as lead authority on behalf of the Parties and shall enter into the Contract on behalf of the Parties for the purpose of the performance the Contract.

- 5.2 The Steering Group shall be responsible for agreeing all contracts entered into by the Contracting Authority on behalf of the Parties.

6. ROLE OF THE CONTRACTING AUTHORITY

- 6.1 The role of the Contracting Authority shall be exercised as follows:

- 6.1.1 to report regularly to the Parties, at the Steering Group Meetings held quarterly, or at intervals as agreed by the Steering Group;
- 6.1.2 to act as the representative of the Parties with agreement of the Steering Group in any discussions or negotiations or other appropriate transactions with any other relevant body in relation to the Agreement
- 6.2 The Contracting Authority shall perform the role of accounting officer in respect of the Contract and shall make and provide all appropriate banking and accounting arrangements and services required for due and proper receipt holding in respect of the Contract.
- 6.3 The Contracting Authority shall supply the District Councils on a monthly basis a Summary of the Services requested by the District Councils (Appendix B) and provided by the Contractor under the Contract.
- 6.4 The Contracting Authority shall invoice the District Councils annually at the end of each financial year based on the monthly schedules approved by the District Councils. Payment will be due as part of end of year returns.
- 6.5 Where appropriate each of the other Parties represents to the Contracting Authority that it has validly passed a resolution (or has the appropriate delegated authority) sufficient to ensure that the delegation and/or joint discharge of such functions can be shared under this Agreement.
- 6.6 Without prejudice to the provisions of Clause 7 below, where the Contracting Authority acts with the approval of the Parties as determined by the Steering Group each of the Parties shall contribute and pay an equal share of all or any liabilities claimed, costs and/or expenses of or incurred by the Contracting Authority in or in connection with or in the course of or as a result of:

- 6.6.1 properly performing or discharging its roles and/or responsibilities under this Agreement as the Contracting Authority; and/or
- 6.6.2 undertaking the Contract or any other contract or commitment on behalf of the Parties for the purposes of the Contract in accordance with the authority given to it by or pursuant to or as referred to in the Agreement; and/or
- 6.6.3 acting in the course of its duties as Contracting Authority; and/or
- 6.6.4 appointing and/or employing to it in its capacity as the Contracting Authority any member of staff; and/or
- 6.6.5 providing any service or resource or assistance or in-kind support required on its part or from it in its capacity as the Contracting Authority or in the course of its duties as such with the intent that the Contracting Authority and the District Councils shall be liable in equal shares and/or responsible for all such liabilities claims costs and/or expenses in equal shares provided always that where liabilities claims costs and expenses have been incurred by the Contracting Authority the Contracting Authority shall be under a duty to mitigate its loss in accordance with the principles of common law.
- 6.7 Save in respect of the negligent act or omission of the Contracting Authority in the discharge of its role as detailed in Clauses 6.2 and 6.3 (but only in so far as these are discharged without the approval of the Parties where required in which event a duty of care will be owed by the Contracting Authority to the Parties) the Contracting Authority shall owe no duty of care to the Parties and have no liability or responsibility in respect of or in relation to the proper performance or discharge (or omission to perform or discharge) of any role or function referred to in Clause 6.2 and Clause 6.3 the discharge or exercise of save to the extent that any act or

omission arises from the discharge or exercise of the elements of the Contract Management role which requires the approval of the Parties or which is otherwise to be carried out in the manner requested or required by (or which is omitted to be performed on the instruction or request of) the Parties.

7. ROLE OF THE DISTRICT COUNCILS

- 7.1 The District Councils shall use all reasonable endeavours to ensure that the Contracting Authority shall not be in breach of the Contract due to the fault of the District Councils and shall indemnify the Contracting Authority in respect of any expense, liability, loss, claim or proceedings whatsoever arising out of any breach of this Clause.
- 7.2 Upon receipt of the Summary of Services detailed in Clause 6.3 above, the District Councils shall review the information contained in such summaries and confirm to the Contracting Authority within 5 Working Days of the summary the accuracy or otherwise of the information contained therein.
- 7.3 Upon receipt of the invoices detailed in Clause 6.4 above the District Councils shall review the information contained in such invoices and confirm to the Contracting Authority within 14 days of receipt of the invoices the accuracy or otherwise of the information contained therein. A failure to comply with this Clause 7.3 shall constitute a breach of the obligation contained in Clause 7.1 above.
- 7.4 The District Councils shall notify the Contractor of as much of the vehicle details as possible such as location, make, model etc. and the standard speed of service that is required in accordance with the Contract. District Councils will revert to a contingency plan in the event of the Contractor's computer system being off line.

- 7.5 The Contractor will act on instruction from the District Council to store, return to an interested party, sell or dispose of a vehicle.
- 7.6 The District Council may recover collection, storage and disposal costs from individual owners in accordance with the Refuse Disposal (Amenity) Act 1978. Any costs recovered by the District Council's may be retained by the District Councils.
- 7.7 The District Council will inform the Contractor of any abandoned Valuable Vehicle and will agree the arrangements for the sale with the contractor. Proceeds of the sale will be divided between the Contractor and District Council equally. All invoicing and transfer of proceeds from sale of Valuable Vehicle will be between the Contractor and District Councils.

7.8 REMEDIATION AND DEFAULT NOTICES

- 7.8.1 The District Councils will notify the Contracting Authority if it believes that the Contractor is in breach of the Contract. The Contracting Authority will investigate and issue a remediation or default notice in accordance with the Contract and inform the District Councils.
- 7.8.2 The sum related to a default notice is payable to the Contracting Authority. The District Councils may claim any costs or reasonable expenses incurred as a result of the Contractor being in breach of the Contract for the Contracting Authority by submitting a detailed costs schedule.

8 CONTRACTING AUTHORITY'S COSTS

- 8.1 The District Councils shall pay the Contracting Authority all costs incurred relating to the provision of clause 6.3 paid to the Contractor under the

Contract which relate to the collection of nuisance, voluntarily surrendered and abandoned vehicles. The Contracting Authority shall invoice the District Councils in accordance with the provisions of paragraph 6.4.

9 STEERING GROUP

9.1 The Steering Group shall be responsible for the strategic direction of the Contract.

9.2 The Steering Group shall be constituted by the appointment by each of the Parties of two representatives to ensure the District Councils are always represented at the meeting. The representatives are listed in Appendix A.

9.3 The Parties shall appoint as their representatives to serve on the Steering Group persons who are suitably qualified and experienced to act as members of a supervisory board for the Contract and who shall be officers of the Parties of the appropriate standing and seniority.

9.4 The representatives of each of the Parties shall have the following voting rights:

9.4.1 Hampshire County Council - one (1)

9.4.2 Basingstoke and Deane Borough Council - one (1)

9.4.3 East Hampshire District Council - one (1)

9.4.4 Eastleigh Borough Council - one (1)

9.4.5 Fareham Borough Council - one (1)

9.4.6 Gosport Borough Council - one (1)

9.4.7 Hart District Council - one (1)

9.4.8 Havant Borough Council – one (1)

9.4.9 New Forest District Council - one (1)

9.4.10 Rushmoor Borough Council - one (1)

9.4.11 Test Valley Borough Council - one (1)

9.4.12 Winchester City Council - one (1)

9.5 The Steering Group:

9.5.1 shall not be a committee or joint board of the Contracting Authority or any one or more of the Parties;

9.5.2 shall have no separate or legal existence apart from the Parties;

9.5.3 shall have no authority or power as an independent or separate body;

9.5.4 shall operate as a forum in which the representatives of the Parties shall meet and in which each such representative shall have power or delegated authority to make decisions in relation to the Contract and to commit the Party which he or she presents to a decision or a course of action (in relation to the Contract and within the role or responsibilities of the Steering Group) which shall be agreed by all the members of the Steering Group.

9.6 A meeting of the Steering Group shall be quorate with the attendance of 50% of the members who are entitled to vote at such meeting.

- 9.7 If a member of the Steering Group shall not be present at any meeting of the Steering Group his or her agreement to a decision or a course of action (in relation to the Contract and within the role of the responsibilities of the Steering Group) may be given in writing.
- 9.8 The Parties each undertake that they have passed a resolution (or have the appropriate delegated authority) delegating the necessary authority to their representative on the Steering Group to enable such representative to act in accordance with Clause 9 and to commit the Party which he or she represents within the terms of and as contemplated by Clause 9.
- 9.9 A Party may remove any person acting from time to time as its representative on the Steering Group and appoint another person (who shall be duly qualified in accordance with the terms of this Clause 9).
- 9.10 No Party shall remove a person as its representative on the Steering Group without appointing another person in his or her place.
- 9.11 No decision or commitment shall be capable of being made by the Steering Group which shall be binding on all the Parties save for any decision made unanimously.
- 9.12 Members of the Steering Group who are in agreement with each other in relation to any issue or matter of decision relating to the Contract (where there has not been such unanimity as is referred to in Clause 9.11) shall be able to commit and bind their respective organisations accordingly (within the terms of the power and authority delegated to them as contemplated by this Agreement) notwithstanding that not all of the members of the Steering Group shall be in agreement but only so long as the implementation of any such decision or agreement of some but not all of the individual members of the Steering Group shall be possible without

incurring any liability on the part of or unfairly prejudicing the interest or interests of the Party in the Contract whose representative on the Steering Group was unable to agree with the other members of the Steering Group.

9.13 The Parties agree that they will act in good faith and with goodwill and in accordance with the spirit of this Agreement and use all reasonable endeavors to procure that the Steering Group shall:

9.13.1 act by consensus;

9.13.2 reach unanimous agreements and decisions timeously and in the overall interests of the Contract and

9.13.3 avoid in so far as possible deadlock over necessary decisions and/or situations in which some but not all of the members of the Steering Group shall propose to act as they shall or may be authorised to do by Clause 9.12.

9.14 The roles and responsibilities of the Steering Group shall be as follows:

9.14.1 to direct the Contract (in the sense of giving strategic direction to the Contract but not becoming involved in its day to day management);

9.14.2 to exercise overall control over the Contract in terms of ensuring that activities of the Contract are being properly and reasonably managed and that progress is monitored;

9.14.3 to promote high standards of quality assurance in the management of the Contract;

9.14.4 perform any other functions relevant to the Contract subject to and within the terms of Clause 9;

9.14.5 to make arrangements and reach decisions required to be made and reached upon termination of this Agreement and to give directions to the Contracting Authority regarding the distribution of assets (if any) between the Parties;

9.15 The Steering Group may from time to time appoint a representative of one of the District Councils to attend management meetings between the Contracting Authority and the Contractor relating to the Contract.

10 PROVISION OF NON-CASH RESOURCE

10.1 The Parties shall commit such non-monetary resources and assistance and in-kind support to the Contract as shall be reasonably and appropriately requested by the Contracting Authority from time to time.

11 EMPLOYMENT OF OTHERS

11.1 The Contracting Authority may engage and pay and charge to the Parties pursuant to Clause 6.6.4 the fees of such other persons or bodies as shall be reasonably required to be engaged for the purposes of the Contract and estimates of whose fees shall have been included in the budget or budgets from time to time approved by all members of the Steering Group prior to any appointment.

11.2 The other Parties shall each indemnify the Contracting Authority against an equal share of any such fees as are referred to in Clause 11.1 with the intent that the Contracting Authority shall itself be responsible for its own Pro-Rata share.

12 REPORTING AND CONSULTATION

- 12.1 The Parties shall place a high priority on the importance of regular reporting and effective consultation.
- 12.2 The Contracting Authority agrees that any financial reports it provides will be approved and signed by a representative of the Contracting Authority.

13 ADDITIONAL PARTIES

- 13.1 If all the members of the Steering Group shall agree additional parties may be admitted to the Agreement provided that any prospective additional Party shall not become a Party unless they:
 - 13.1.1 agree to such appropriate financial contribution as the Steering Group specify;
 - 13.1.2 execute a Deed of Adherence in accordance with Appendix C as agreed by the Steering Group;
 - 13.1.3 pass a resolution to delegate authority to the Contracting Authority;
 - 13.1.4 appoint a representative to serve on the Steering Group in accordance with Clause 9.3;
 - 13.1.5 assume a proportion of any pre-existing liability or liabilities of the Contract in accordance with its share;
 - 13.1.6 comply with all other reasonable requirements of the Steering Group from time to time.

14 TERM

This Agreement shall come into effect on the Commencement Date and shall continue in force until the end of the Contract or unless terminated in accordance with the terms of the Agreement. The Contract with the Contractor is for a period of three years with the option to extend the contract for a further four years in two year increments.

15 PROVISIONS ON TERMINATION

15.1 Where any Party is satisfied that termination is for some reason unavoidable, the following provisions apply:

15.1.1 any Party may withdraw from this Agreement and terminate its interest under this Agreement at the Contract break points by giving six months notice in writing to the other Parties;

15.1.2 if any Party is in default of their obligations under the Agreement and fails to comply with a notice from any other Party to remedy such default then any other Party may give notice in writing terminating this Agreement ("Termination Notice"). A Termination Notice shall take effect four weeks from its date;

15.2 The Agreement will be subject to review in the light of any legislative changes which affect its continued provision.

15.3 Upon termination of this Agreement for any reason whatsoever the following shall apply:

15.3.1 Termination of this Agreement shall have no effect on the liability of any Party for the payment of any sums arising under this Agreement, or any rights or remedies of any Party already accrued, prior to the date upon which termination takes effect.

- 15.3.2 Any Party who terminates their interest and withdraws from this Agreement will forgo all rights it may have in relation any intellectual property in respect of the Contract.
- 15.3.3 If a Party withdraws from this Agreement during the duration of the Agreement, the relationship between the remaining Parties shall not be affected and the Agreement shall continue unless terminated by all Parties.
- 15.3.4 For the avoidance of any doubt if any of the District Councils withdraws from this Agreement the duty to deliver any abandoned vehicles to the Contracting Authority under the Contract or any other such contract for the provision of similar services remains in accordance with the Refuse Disposal (Amenity Act) 1978.

16 INTELLECTUAL PROPERTY

- 16.1 All intellectual property created by any or all of the Parties, employees, or any agent or subcontractor of a Party in fulfillment of the purposes of the Contract or exclusively for the purposes of the Contract shall vest in the Contracting Authority who shall hold such intellectual property on behalf of all the Parties.
- 16.2 In the event that the Contracting Authority shall during the Term or during a period commencing six years from the termination of this Agreement sell or otherwise remuneratively exploit the intellectual property the Contracting Authority shall divide the net profit achieved (less expenses incurred by the Contracting Authority as result of the sale or exploitation) between each Party (including the Contracting Authority) in accordance with each Party's equal share.

17 CONFIDENTIAL INFORMATION

- 17.1 The Parties shall at all times keep confidential (and to procure that their respective employees agents consultants and sub-contractors shall keep confidential) all Confidential Information concerning the Contract or the business and affairs of the other Parties which may now or at any time hereafter be in its possession and shall not disclose it except with the consent of the other Parties.
- 17.2 For the purpose of this Clause 17 "Confidential Information" means any information imparted to any of the Parties or their employees agents consultants or sub-contractors ("the Receiving Party") which was imparted to the Receiving Party on the basis that it is to be kept confidential or would by its nature normally be regarded as being confidential or to the knowledge of the Receiving Party was obtained by the other Parties on the basis that it was to be kept confidential or is of commercial value in relation to the Contract but shall not include any information which is for the time being in the public domain otherwise than by reason of its wrongful disclosure by the Receiving Party.
- 17.3 This Clause 17 shall continue without limit of time and shall survive the termination of this Agreement.
- 17.4 This Clause 17 shall not prevent the disclosure of any Confidential Information relating to the Contract which is reasonably disclosed for the furtherance of the Contract or the promotion of the Contract provided that the Party disclosing the information takes all steps that are commercially practicable to preserve the confidentiality of the information and shall not prevent the disclosure of any Confidential Information where required by law.

18 DATA PROTECTION ACT 1998

- 18.1 The Parties shall at all times comply with the Data Protection Act 1998 including, where appropriate maintaining a valid and up to date registration or notification under the Data Protection Act 1998.
- 18.2 Each Party shall indemnify and keep indemnified the other Parties against all losses, claims, damages, liabilities, costs and expense (including reasonable legal costs) incurred by the other Parties in respect of any breach of this Clause by the Party and/or any act or omission of any sub-contractor.
- 18.3 Each Party shall grant to the other Parties the right of reasonable access to all records of personal data and shall provide reasonable assistance at all times during the currency of this Agreement to ensure the quality and security of data collected.

19 FREEDOM OF INFORMATION ACT 2000 ("FOIA") AND ENVIRONMENTAL INFORMATION REGULATIONS 2004 ("EIR")

- 19.1 Each Party acknowledges that the other Parties are subject to the requirements of the FOIA and the EIR and each Party shall assist and co-operate with the other Parties (at their own expense) to enable the other Parties to comply with these information disclosure obligations.
- 19.2 Where a Party receives a request for information in relation to information which it is holding on behalf of any of the other Parties, it shall (and shall procure that its sub-contractors shall) :-

(a) transfer the request for information to the relevant Party as soon as practicable after receipt and in any event within two Working Days of receiving a request for information;

(b) provide the relevant Party with a copy of all information in its possession or power in the form that the Party requires within five Working Days (or such other period as the Party may specify) of the Party requesting that information ; and

(c) provide all necessary assistance as reasonably requested by the relevant Party to enable the Party to respond to a request for information within the time for compliance set out in the FOIA or the EIR.

19.3 Where a Party receives a request for information which relates to the Agreement, it shall inform the other Parties of the request for information as soon as practicable after receipt and in any event at least two Working Days before disclosure.

19.4 Where a Party determines that information (including confidential information) must be disclosed pursuant to this Clause 19 it shall notify the other Parties of that decision at least two Working Days before disclosure.

19.5 The Parties shall be responsible for determining in their absolute discretion whether any information :-

(a) is exempt from disclosure under the FOIA or the EIR;

(b) is to be disclosed in response to a request for information

19.6 Each party acknowledges that the other Parties may be obliged under the FOIA or the EIR to disclose information

- (a) without consulting with the other Parties, or
- (b) following consultation with the other Parties and having taken their views into account.

20 GENERAL

- 20.1 Nothing contained or implied herein shall prejudice or affect the Parties' rights and powers duties and obligations in the exercise of their functions as Local Authorities and/or in any other capacity and all rights powers discretion's duties and obligations of the Parties under all public and private statutes bylaws orders and regulations and statutory regulations and statutory instruments may at all times be fully and effectually exercised as if the Parties were not party to this Agreement and as if this Agreement had not been made.
- 20.2 The Parties shall not represent themselves as being any other Party nor an agent partner or employee of any other Party and shall not hold themselves out as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of any other Party and nothing in this Agreement shall operate so as to constitute any one Party as an agent partner or employee of any other Party unless otherwise provided for in this Agreement.
- 20.3 This Agreement shall be governed by and construed in accordance with English Law.
- 20.4 This Agreement is personal to the Parties and no Party shall assign transfer or purport to assign or transfer to any other persons any of its rights or sub-contract any of its obligations under this Agreement.

20.5 A person who is not a Party to this Agreement shall not be entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

20.6 Any notice required or permitted to be given by a Party to another Party under this Agreement shall be in writing and addressed to the other Party at its principal office and also sent to the Contracting Authority at its principal office.

20.7 It is expected that the Parties will adhere to best practice in relation to the Agreement. If any dispute arises out of the Agreement the Parties will attempt to settle it by negotiation. In exceptional circumstances where disputes cannot be resolved by negotiation and where such disputes threaten the Contract, then the Parties will take necessary steps to settle by appropriate mediation in accordance with the mediation procedure of the Centre for Dispute Resolution.

21 COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by the Parties on different counterparts.

21.2 Each counterpart shall constitute an original of this Agreement but all the counterparts shall together constitute one and the same Agreement.

IN WITNESS hereof the parties hereto have executed and delivered this Agreement as a Deed the day and year first written

EXECUTED AS A DEED by)
Hampshire County Council)
whose CORPORATE COMMON SEAL)
was hereto affixed in the presence of:)

Authorised Signatory:

Authorised Signatory:

EXECUTED AS A DEED by)
Basingstoke and Deane Borough Council)
Acting by:)

Authorised Signatory:

Authorised Signatory:

EXECUTED AS A DEED by)
East Hampshire District Council)
Acting by:)

Authorised Signatory:

Authorised Signatory:

EXECUTED AS A DEED by)
Eastleigh Borough Council

Acting by:)
)

Authorised Signatory:

Authorised Signatory:

EXECUTED AS DEED by affixing)

The Common Seal of)

FAREHAM BOROUGH COUNCIL)

in the presence of:

Authorised Signatory:

Authorised Signatory:

Executed as Deed by affixing)

The Common Seal of)

GOSPORT BOROUGH COUNCIL)

in the presence of :-

BOROUGH SOLICITOR

EXECUTED AS A DEED by)
Hart District Council)
Acting by:)

Authorised Signatory:

Authorised Signatory:

EXECUTED AS A DEED by)
Havant Borough Council)
Acting by:)

Authorised Signatory:

Authorised Signatory:

EXECUTED AS A DEED by)
New Forest District Council)
Acting by:)

Authorised Signatory:

Authorised Signatory:

EXECUTED AS A DEED by)
Rushmoor Borough Council)
Acting by:)

Authorised Signatory:

Authorised Signatory:

EXECUTED AS A DEED by)
Test Valley Borough Council)
Acting by:)

Authorised Signatory:

Authorised Signatory:

EXECUTED AS A DEED by)
Winchester City Council)
Acting by:)

Authorised Signatory:

Authorised Signatory:

EXECUTED AS A DEED by)
East Hampshire District Council)
Acting by:)

Authorised Signatory:

Authorised Signatory:

Memorandum of Agreement

Appendix A

	Contact Name	District	Email Address
Contact	Tom Payne	Basingstoke & Deane Borough Council	Tom.payne@basingstoke.gov.uk
Contact	Mark Bailey	East Hampshire District Council	mark.bailey@easthants.gov.uk
Contact	Kevin Gillkerson	Eastleigh Borough Council	Kevin.gillkerson@eastleigh.gov.uk
Contact	Kevin Wright	Fareham Borough Council	kwright@fareham.gov.uk
Contact	Alan Wheeler	Gosport Borough Council	alan.wheeler@gosport.gov.uk
Contact	Geoff Hislop	Hart District Council	geoff.hislop@hart.gov.uk
Contact	Gary Morton	Havant Borough Council	Gary.morton@havant.gov.uk
Contact	Alan Pidgley	New Forest District Council	Alan.pidgley@nfdc.gov.uk
Contact	James Duggin	Rushmoor Borough Council	James.duggin@rushmoor.gov.uk
Contact	Emma Wykes	Test Valley Borough Council	ewykes@testvalley.gov.uk
Contact	Gemma Crowfoot	Winchester City Council	gcrowfoot@winchester.gov.uk

Appendix B

Pricing table 1

vehicle class	Same day	Next day	Storage	Return
motorcycle	£45	£39	£2	£39
car and car derived van <3500Kg GVW	£45	£39 Note 1	£4	£39
burnt out car and car derived van <3500Kg GVW	£65	£50	£4	£39
Vans and medium sized vehicles <3500Kg GVW	£45	£39	£5	£39
Burnt out vans and medium sized vehicles <3500Kg GVW	£65	£50	£5	£39
Caravans and trailers up to 7metres in length	£150	£135	£5	£130
Commercial vehicle >3500Kg GVW	£300	£225	£10	£225
Special collections: Any vehicle that is not classed under a normal collection or is in a difficult location	Agreed between WCA and contractor on a case by case basis using the priced options within Pricing Table 2. Parties can agree for WCA to provide own resources to assist in collection in lieu of contractor providing them. Removals under this category may be at the discretion of the WCA		£10	Agreed between WCA and contractor on a case by case basis using priced options within Pricing Table 2. Parties can agree for WCA to provide own resources in lieu of contractor providing them.

Note 1: £39 is the tendered price. HCC will subsidise this rate by £25 for at least the initial three year contact term.

Pricing table 2

Disposal of vehicle related waste in excess of the 150kg per collection limit: cost per tonne. The price entered applies to both option 1 and option 2		
£75		
Supply of labour or plant to effect Special collections.		
The prices entered for the categories below only apply to option 1.	hourly rate based on a 9 hour working day	daily rate based on a 9 hour working day
Labour per person	£30	£270
Oxy acetylene torch or equivalent	£6	£54
Recovery vehicle with HIAB or equivalent	£125	£400
Flat bed truck fitted with "tilt and slide" frame or equivalent	£100	£350
Van: Transit or equivalent sized	£8	£50
Minibus 15 seater	£10	£50
30 tonne crane	£150	£600
4 wheel drive suitable to assist in collection	£10	£50

Appendix C

Sample Deed of Accession

MEMORANDUM OF AGREEMENT

Relating to

HAMPSHIRE'S ABANDONED VEHICLES SERVICE CONTRACT

DEED OF ACCESSION

HAMPSHIRE COUNTY COUNCIL (1)

BASINGSTOKE AND DEANE BOROUGH COUNCIL (2)

EAST HAMPSHIRE DISTRICT COUNCIL (3)

EASTLEIGH BOROUGH COUNCIL (4)

FAREHAM BOROUGH COUNCIL (5)

GOSPORT BOROUGH COUNCIL (6)

HART DISTRICT COUNCIL (7)

HAVANT BOROUGH COUNCIL (8)

NEW FOREST DISTRICT COUNCIL (9)

RUSHMOOR BOROUGH COUNCIL (10)

TEST VALLEY BOROUGH COUNCIL (11)

WINCHESTER CITY COUNCIL (12)

DEED OF ACCESSION

THIS DEED dated 20xx signed by Hampshire County Council as Contracting Authority for and on behalf of the Parties to the Memorandum Of Agreement attached hereto in Schedule one is supplemental to the Memorandum Of Agreement Relating to Hampshire's Abandoned Vehicles Service Contract (the "Memorandum of Agreement") dated [] between

(1) **HAMPSHIRE COUNTY COUNCIL** of The Castle, Winchester, Hampshire, SO23 8UJ ("the Contracting Authority")

(2) **BASINGSTOKE AND DEANE BOROUGH COUNCIL** of Civic Offices, London Road, Basingstoke, RG21 4AH

(3) **EAST HAMPSHIRE DISTRICT COUNCIL** of Penns Place, Petersfield, GU31 4EX

(4) **EASTLEIGH BOROUGH COUNCIL** of Civic Offices, Leigh Road, Eastleigh, SO50 9YN

(5) **FAREHAM BOROUGH COUNCIL** of Civic Offices, Civic Way, Fareham, PO16 7PP

(6) **GOSPORT BOROUGH COUNCIL** of Town Hall, High Street, Gosport, PO12 1EB

(7) **HART DISTRICT COUNCIL** of The Civic Offices, Harlington Way, Fleet,
GU51 4AE

(8) **HAVANT BOROUGH COUNCIL** of Public Service Plaza, Civic Centre Road,
Havant, Hampshire PO9 2AX

(9) **NEW FOREST DISTRICT COUNCIL** of Appletree Court, Lyndhurst, SO43
7PA

(10) **RUSHMOOR BOROUGH COUNCIL** of Council Offices, Farnborough Road,
Farnborough, GU14 7JU

(11) **TEST VALLEY BOROUGH COUNCIL** of Beech Hurst, Weyhill Road,
Andover, SP10 3AJ

(12) **WINCHESTER CITY COUNCIL** of City Offices, Colebrook Street,
Winchester, SO23 9LJ

Words and expressions defined in the Memorandum of Agreement have the same meanings when used in this Deed.

[Additional party] hereby agrees with each other person who is or who becomes a party to the Memorandum of Agreement at today's date that with effect on and from the date of this Deed it is bound by the Memorandum of Agreement as a Participant as if it had been party originally to the Memorandum of Agreement in that capacity.

The Contracts (Rights of Third Parties) Act 1999 does not apply so as to give to a person who is not a party to this Deed or the Memorandum of Agreement a right under it.

This Deed is governed by English law.

Memorandum of Agreement

EXECUTED AS A DEED by)
Hampshire County Council)
whose CORPORATE COMMON SEAL)
was hereto affixed in the presence of:)

Authorised Signatory:

Authorised Signatory:

EXECUTED AS A DEED by)
[Additional Party])
Acting by:)

Authorised Signatory:

Authorised Signatory: