

Draft Inter- Authority Agreement

Appendix 1

DATED

2016

HART DISTRICT COUNCIL;

HAVANT BOROUGH COUNCIL;

MENDIP DISTRICT COUNCIL

SOUTH OXFORDSHIRE DISTRICT COUNCIL;

and

VALE OF WHITE HORSE DISTRICT COUNCIL

INTER AUTHORITY AGREEMENT

**relating to the corporate services contracts
procured following a joint procurement
undertaken by the Councils**

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INTER AUTHORITY AGREEMENT

A DEED DATED

2016

PARTIES

- (1) **HART DISTRICT COUNCIL** of Civic Offices, Harlington Way, Fleet, Hampshire GU51 4AE (subsequently referred to as "Hart");
- (2) **HAVANT BOROUGH COUNCIL** of Public Services Plaza, Civic Centre Road, Havant, Hampshire PO9 2AX (subsequently referred to as "Havant");
- (3) **MENDIP DISTRICT COUNCIL** of Council Offices, Cannards Grave Road, Shepton Mallet, Somerset BA4 5BT (subsequently referred to as "Mendip");
- (4) **SOUTH OXFORDSHIRE DISTRICT COUNCIL** of 135 Eastern Avenue Milton Park Milton OX14 4SB (subsequently referred to as "South Oxfordshire");
- (5) **VALE OF WHITE HORSE COUNCIL** of 135 Eastern Avenue Milton Park Milton OX14 4SB (subsequently referred to as "Vale");

(together the "Parties").

RECITALS

- (A) On [] 2015, the Parties placed a joint contract notice in the Official Journal of the European Union, seeking expressions of interest from providers for corporate services to be provided to the Parties (the "Corporate Services").
- (B) Following the procurement exercise, the Parties decided to award the contracts to [] (Company Registration No. []) of [] (the "Lot 1 Supplier") and [] (Company Registration No. []) of [] (the "Lot 2 Supplier". Those contracts were entered into on [].
- (C) The Parties wish to continue with the joint approach that they have taken with the procurement in order to ensure that the Corporate Service Contracts have a single point of management and that the Mutual Aims are achieved. To that end the Parties have established the Joint Committee.
- (D) To achieve their desired result the Parties wish to enter into this agreement in order to define the governance of their relationship and in order to set out the joint approach they will take in the management of the Corporate Services Contracts.

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this IAA, unless the context otherwise requires the following terms shall have the meanings given to them below:

Ad Hoc Reviews	means the reviews conducted in accordance with clause 9;
Contract Manager	means the person appointed to this role in accordance clause 5.1

Contributions		means the amounts to be paid by the Parties in accordance with clause 12 and Schedule 8
Corporate Contract(s)	Services	means the contract(s) (together with their schedules) dated [] that the Parties have entered into with the Lot 1 Supplier and/or the Lot 2 Supplier for the provision of the Services
Deputies		means those persons appointed to in accordance with clause 5.3
Dispute Resolution Procedure		means the procedure for the resolution of disputes set out at clause 13;
Effective Date		means the date of the Corporate Services Contracts;
Expiry Date		means the date which is defined in the Corporate Services Contracts as being the end of the "Term";
IAA		means this inter authority agreement (including its schedules);
IAA Commencement Date		means the date of this IAA;
Joint Committee		means the joint committee established under [section 101(5) of the Local Government Act 1972 and section 20 of the Local Government Act 2000] by the parties to be responsible for the management of the Corporate Services Contract, the terms of reference of which are set out at Schedule 1
Joint Scrutiny Committee		means the joint committee established under [section 101(5) of the Local Government Act 1972 and section 20 of the Local Government Act 2000] by the parties to be responsible for the overview and scrutiny of the Joint Committee management of the Corporate Services Contract, the terms of reference of which are set out at Schedule 2
Lot 1 Supplier		means [insert name of successful bidder] (Company Registration No. []) of [];
Lot 2 Supplier		means [insert name of successful bidder] (Company Registration No. []) of []

];

Mutual Aims	means the shared objectives of the Parties as set out in Schedule 3 of this IAA;
Project	means the Corporate Services Contracts and the delivery of the Services
Project Strategic Group	means the body established under clause 8;
Representative	means a person (or their nominated deputy) appointed by each party to represent them at meetings of the Project Strategic Group
Review	means the activity described in clauses 8 and 9;
Review Notice	means the notice as described in clause 9;
Review Procedure	means the procedure for review set out at clauses 8 and 9;
Service Charges	means the amounts payable by the Parties to the Suppliers in consideration of the Services pursuant to Schedule 7.1 of each of the Corporate Services Contracts
Service Levels	means those service levels identified and defined in the Corporate Services Contracts
Services	those services provided under the Corporate Services Contracts by the Suppliers
Supplier(s)	means the Lot 1 Supplier and/or the Lot 2 Supplier
Transition Lead	means an officer of the applicable Party with the appropriate skills and experience to contribute to the planning of the Transition Phase implement and co-ordinate such actions as may be necessary to ensure that the requirements of the Transition Phase are successfully delivered
Transition Phase	means the period of the Project in which changes to the ways in which Services are delivered by the Suppliers take place in accordance with the Corporate Services Contracts and the requirements of the Transition Phase are to ensure that the savings and efficiencies to be delivered by changes to the delivery of the Services are achieved

1.2. Interpretation

In this IAA, except where the context otherwise requires:

- 1.2.1. the masculine includes the feminine and vice-versa;
- 1.2.2. the singular includes the plural and vice-versa;
- 1.2.3. a reference in this IAA to any clause, sub-clause, part, paragraph, schedule, appendix or annex is, except where it is expressly stated to the contrary, a reference to such clause, sub-clause, paragraph, schedule, appendix or annex of this IAA;
- 1.2.4. save where stated to the contrary, any reference to this IAA or to any other document shall include any permitted variation, amendment, or supplement to such document;
- 1.2.5. any reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted;
- 1.2.6. headings are for convenience of reference only;
- 1.2.7. words preceding "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words;
- 1.2.8. any obligation on a Party to do any act matter or thing includes, unless expressly stated otherwise, an obligation to procure that it is done; and
- 1.2.9. subject to any express provisions to the contrary, the obligations of either Party are to be performed at that Party's own cost and expense
- 1.2.10. words and expressions beginning with capital letters which are not defined above have the meanings given to them in the Corporate Services Contracts

2. COMMENCEMENT AND DURATION

2.1. This IAA will commence from the Effective Date of the Corporate Services Contracts and continue in full force and effect until:

- 2.1.1. the Expiry Date of the Corporate Services Contracts; or
- 2.1.2. if one Corporate Services Contract is subject to early termination, the Expiry Date of the surviving Corporate Services Contract; or
- 2.1.3. if both Corporate Services Contracts are subject to early termination, the Termination Date of the second of the Corporate Services Contracts to be terminated

(whichever date is the earlier). Notwithstanding the Expiry or early termination of the Corporate Services Contracts or either of them, clauses [3] to [13] of this Agreement shall remain in force until all outstanding issues and any disputes arising out of the Corporate Services Contracts or either of them have been resolved.

- 2.2. If the term of either or both of the Corporate Services Contracts are extended in accordance with clause 4 of those contracts, the term of this IAA shall be extended until the expiry of any Extension Period
- 2.3. Any Party which exercises its right to terminate both of the Corporate Services Contracts under clause 33.1(a) or 33.1(b) in circumstances where Corporate Services Contract remains in force shall cease to be a Party to this Agreement. If a Party exercises its right to terminate one of the Corporate Services Contracts in accordance with these clauses it shall cease to participate in this Agreement insofar as it relates to the Corporate Services Contract to which it is no longer a party.

3. EFFECT OF THE IAA

Nothing in this IAA shall serve to obviate, reduce or otherwise affect the Corporate Services Contracts or the Parties' rights and obligations under the Corporate Services Contracts.

4. ACTING IN GOOD FAITH AND REASONABLY

- 4.1. All the Parties agree to act in good faith and reasonably to:
 - 4.1.1. resolve any difficulties between themselves openly, quickly and honestly, before any such issues have a negative impact on the operation of this IAA or any of the Corporate Services Contracts;
 - 4.1.2. provide information to each other that will (or could) impact upon the obligations, rights and liabilities of any other Party to this IAA or to the Supplier; and
 - 4.1.3. mitigate any losses, costs or expenses incurred as a result of the application or breach of this IAA.
- 4.2. The Parties shall act at all times in a way that promotes effective partnership working. In particular, each Party will:
 - 4.2.1. work in good faith with the other Parties towards the mutual advantage of the Parties;
 - 4.2.2. provide such reasonable information (as determined by the Party from whom the information is sought) to each of the other Parties in a form that is readily usable and in a full and timely manner. Relevant information shall include, without restriction or limitation:
 - 4.2.2.1. early warning of any potential failure by a Party or the Supplier in meeting their obligations under one or both of the Corporate Services Contracts where such failure might impact on the delivery of the Services to any other Party or where that potential failure might be indicative of the Supplier having committed a Default (as such term is defined in the Corporate Services Contracts) under the Corporate Services Contract(s);
 - 4.2.2.2. details of any actual failure by a Party or the Supplier in meeting their obligations under the Corporate Services Contracts;

- 4.2.2.3. any other information that could reasonably be expected to impact upon this IAA, the Parties to this IAA, or the delivery of the Services under the Corporate Services Contracts (or any of them).
- 4.2.3. co-operate in identifying, as early as reasonably possible, any issues or problems which will or may tend to prevent the achievement of the Mutual Aims and to reach and implement solutions to overcome such issues or problems and the identification and resolution of such issues and problems shall be a matter for the Project Strategic Group, or in the event that the Project Strategic Group are unable to agree, a matter for the Joint Committee.

5. CONTRACT MANAGER

- 5.1. The Parties shall appoint the Contract Manager. The Contract Manager shall have the powers and authority delegated to him/her by the Joint Committee to take steps on behalf of all the Parties as set out at Schedule 4.
- 5.2. [The Contract Manager shall have power to exercise the powers of the Contract Manager under the Corporate Services Contracts including the right to make deductions under the Payment Mechanism and to issue warning notices.] [DN: This clause can be moved to Schedule 4 when that is completed.]
- 5.3. The Contract Manager may appoint one or more Deputies. The Deputies may be employees of one or more of the Parties or an appointment of an external consultant. If the Contract Manager proposes the appointment of an external consultant the terms of the appointment shall be agreed by the Representatives. The salaries of the Contract Manager and any Deputies and the fees of any external consultants shall be met jointly by the Parties.
- 5.4. [The Contract Manager is an employee of [] Council and it is agreed that s/he is working jointly for the Parties to this Agreement in accordance with section 113 of the Local Government Act 1972.] [Terms of agreement to be included and may also be applicable to Deputies.]

6. REPORTS AND RECORDS

- 6.1. The Parties agree to provide and share such information necessary to monitor and measure the overall performance of the Suppliers under the Corporate Services Contracts.
- 6.2. From the Effective Date the Contract Manager shall provide quarterly monitoring reports to members of the Project Strategic Group detailing:
 - 6.2.1. a summary of the Supplier's performance against the Service Levels;
 - 6.2.2. areas of particular success and issues that might have wider applicability;
 - 6.2.3. efficiency savings proposed and achieved;
 - 6.2.4. how any problems were resolved and any areas of non-performance by the Suppliers and the remedial action that the Contract Manager has

taken or intends to take in respect of any default or failure by the Suppliers or either of them under the Corporate Services Contract(s).

- 6.3. The Parties shall operate this IAA on an "open book" basis in respect of the management of the Corporate Services Contracts.

7. DECISION MAKING

- 7.1. The Parties have established the Joint Committee. The Joint Committee shall have the constitution and terms of reference set out at Schedule 1 or such other constitution and terms of reference as the Parties may agree. The Joint Committee shall meet at least every three months in accordance with its constitution.
- 7.2. The Parties have established the Joint Scrutiny Committee. The Joint Scrutiny Committee shall have the terms of reference set out at Schedule 2 or such other terms of reference as the Parties may agree. The Joint Scrutiny Committee shall meet at least annually and shall have the responsibility of scrutinising the operation of the Joint Committee and the Corporate Services Contracts. The Parties agree that issues which relate to the Corporate Services Contracts shall be subject to scrutiny by the Joint Scrutiny Committee and not by the Overview and Scrutiny Committees for the individual Parties unless there are exceptional circumstances and that issue relates to that Party only.

8. GOVERNANCE

- 8.1. The Parties agree to participate in the following bodies to ensure the governance of the Project;
 - 8.1.1. The Project Strategic Group
 - 8.1.2. The Partnership Tactical Board/Joint Partnership Management Team
 - 8.1.3. The Service Improvement Groups
 - 8.1.4. The Innovation and Transformation Team
- 8.3. Meetings of the Project Strategic Group shall be held at least every three months in accordance with the programme set out at Schedule 5 unless otherwise agreed by the Parties. The Parties shall ensure that a Representative attends each meeting of the Project Strategic Group [but shall be quorate when four of the Parties are represented. The provisions of Schedule 5 shall apply.
- 8.4. For the avoidance of doubt, Representatives attending the Project Strategic Group shall have a suitable level of authority to make strategic decisions (including day to day management and operational decisions where appropriate) and to authorise the giving of instructions accordingly to the Supplier. Actions and recommendations of the Project Strategic Group shall be reached by consensus and (other than by way of guidance to assist in forming a further discussion).
- 8.5. The Project Strategic Group shall not have decision making powers beyond the level of authority of the attendees and the Project Strategic Group shall not have any power or authority to bind any Party. It is acknowledged that

decisions and approval of recommendations beyond the authority of a Representative of a Party shall be referred to the Joint Committee.

- 8.6 A recommendation to terminate the Corporate Services Contracts or either of them on the grounds of a Supplier Default shall be made by the Project Strategic Group to the Joint Committee, if satisfied that the breach of the Corporate Services Contract(s) is substantial and that it would be in the interests of all the Parties to terminate it, taking into account legal advice as to whether there are grounds for termination. The recommendation shall be referred to the Joint Committee for consideration. The Contract Manager shall notify each Party of the Joint Committee's recommendation and the reasons for it in writing within five Working Days of the date of the decision to make the recommendation. Each Party shall within three months of such notification make a decision as to whether to support the termination of the Corporate Services Contract(s). If any Party or Parties does not support the termination the other Parties shall consider whether to exercise the right of partial termination under clause 33.1(a) or (b) of the Corporate Services Contract(s).
- 8.7 The Parties shall arrange for the representatives referred to in Schedule 5 to attend the meetings of the Partnership Tactical Board/Joint Partnership Management Team, the Service Improvement Groups and the Innovation and Transformation Team in accordance with the provisions of Schedule 8.1 of the Corporate Services Contracts set out as Schedule 6 to this Agreement.

9. SIX MONTHLY REVIEW

- 9.1. The Parties shall meet every six months to review the operation of this IAA and the Corporate Services Contracts.
- 9.2. Where possible the Review shall be programmed to suit each Party's political cycle and shall be brought forward or postponed by a reasonable time to allow for elections and for any new members to be in situ.
- 9.3. The Review shall be initiated by the Contract Manager sending an emailed notice to the email addresses for notices (contained in Schedule 7 (Delivery Addresses for Notices)) setting out any issues it would like to discuss at a meeting of the Project Strategic Group and inviting each Party to include items for the agenda of the Six Monthly Review meeting. Standing agenda items will include:
- 9.3.1. a general review (to include without limitation a review of any Supplier Defaults under the Corporate Services Contracts) of the Supplier's performance under the Corporate Services Contracts, including a review of the summary of the Supplier's performance against the Service Levels for the Corporate Services Contracts, as contained in the monitoring reports;
 - 9.3.2. the impact of any Changes in Law;
 - 9.3.3. a discussion of any proposed efficiency savings which might be beneficial to the parties as a whole;
 - 9.3.4. Changes that may be proposed by a Party;

- 9.3.5. without prejudice to any other requirement of this IAA, a discussion of any proposed Change to the Corporate Services Contracts that might impact on the Services delivered to any other Party or which might further the achievement of the Mutual Aims of the Parties;
 - 9.3.6. opportunities for further and/or closer joint working;
 - 9.3.7. the effectiveness of the Service Levels in measuring the Supplier's performance;
 - 9.3.8. any other issues under the Corporate Services Contracts or this IAA that the Parties feel that should be brought to the others attention;
 - 9.3.9. In the 18 months prior to the Expiry Date, any possible extension of this IAA and/or the Corporate Services Contracts.
- 9.4. The written agenda and supporting papers will then be re-circulated to all Parties by the Contract Manager and should be in sufficient detail and where relevant include supporting papers to enable the Parties to take internal soundings and discuss the contents prior to the Six Monthly Review meeting.
- 9.5. Any Party may require an item to be added to the agenda by the Contract Manager.

10. AD HOC REVIEW MEETINGS

- 10.1. Notwithstanding the Six Monthly Review process set out in clause 8 above, any Party to this IAA shall be entitled to call for a meeting of the Project Strategic Group (an 'Ad Hoc Review') to consider (without limitation) any matter in relation to the Corporate Services Contracts which in the view of that Party requires a decision or consideration of the Project Strategic Group which cannot be deferred until the next Six Monthly Review including any Changes (see clause 10 below)
- 10.2. A Review shall be called by a Party via an emailed notice (a Review Notice) sent to the email addresses for notices (contained in Schedule 7 (Delivery Addresses for Notices)) to the other Parties setting out in detail and (if necessary supporting information) of:
- 10.2.1. the nature of the Review;
 - 10.2.2. the reasons for it;
 - 10.2.3. the proposed action and/or solution;
 - 10.2.4. the Party or Parties potentially affected; and
 - 10.2.5. how the proposed solution could or should be implemented.
- 10.3. The Project Strategic Group shall meet to discuss and carry out the Review within three weeks of the Review Notice having been served. Following such a meeting the Parties shall implement the actions (or action plan as the case may be) in accordance with the agreed timetable. The three week notice period provided in this clause 9.3 may be reduced by an appropriate time if the Party issuing the Review Notice reasonably considers the Review is urgent and states its reasons on the face of the Review Notice.

10.4. A Review shall be held on or about 18 months before the expiry of the Initial Term to consider whether to recommend that either or both of the Corporate Services Contracts should be extended beyond the Initial Term

11. CHANGES

11.1. If a Party wishes to propose a Change to the Corporate Services Contracts pursuant to clause 13 and Schedule 8.2 of either of the Corporate Services Contracts which will have an impact on other Parties it shall arrange for the proposed terms of the Change to be discussed at a meeting of the Project Strategic Group. The Party seeking the Change, shall provide a paper, in consultation with the Contract Manager setting out the terms of the proposed Change, its likely impact on the other Parties and the implications as to the likely cost of the Change and/or any savings resulting from it. A Change that has no impact on the other Parties other than the Party proposing the Change may be implemented by the Contract Manager and any adjustment to the Service Charges shall be made by adjusting that Party's Contribution.

11.2. If the Supplier proposes a Change to the Corporate Services Contracts or either of them pursuant to clause 13 and Schedule 8.2 of the Corporate Services Contracts the Contract Manager shall arrange for the proposed terms of the Change to be discussed at a meeting of the Project Strategic Group. The Contract Manager shall provide a paper setting out the terms of the proposed Change, its likely impact on the Parties and the implications as to the likely cost of the Change and/or any savings resulting from it.

12. TRANSITION PHASE

12.1. Each Part shall nominate its Transition Lead no later than [1 July 2016] and notify the other Parties of the name and contact details for that person.

12.2. The Parties shall work together in preparing a plan setting out the steps which need to be taken to ensure the successful implementation of the requirements of the Transition Phase. Such plan shall be completed and agreed between the Parties no later than [1st September 2016].

12.3. The Parties shall co-operate and work together during the Transition Phase in order to ensure that any necessary steps are taken and changes made to ensure the successful implementation of the requirements of the Transition Phase.

13. PAYMENT PROVISIONS

13.1. The amounts of each Party's Contribution and the means by which the Contributions are calculated are set out in Schedule 8.

13.2. Each Party shall pay its Contribution in the manner set out in Schedule 8.

13.3. If one or more Parties exercises the right to terminate the Corporate Services Contracts in part under clause 33.1(a) or 33.1(b), then once the changes to the Service Charges have been calculated pursuant to clause 33.6(a) the Party or Parties which have exercised the right of partial termination shall pay to the

Party or Parties which remain as parties to the Services Contract(s) the difference between the revised Service Charges calculated pursuant to clause 33.6 and the Services Charges payable by such Parties prior to the right of partial termination being exercised. If more than one Party has exercised the right of partial termination, then the amounts payable to the other Party/Parties pursuant to this clause shall be payable by them according to the proportion of the reductions made in accordance with Schedule 8.

- 13.4. Any amounts received by the Parties from the Supplier in respect of Losses under the Corporate Services Contracts shall be paid to the Parties in proportion to the extent of the Losses incurred by that Party/those Parties. Any amounts received by the Parties in respect of Service Credits shall be distributed in accordance with the provisions set out at Schedule 8.

14. INDEMNITY FOR PARTY'S DEFAULT

- 14.1. If the Corporate Services Contracts or either of them is terminated by the Supplier for Authority Default (as defined in the Corporate Services Contract(s)) as a result of a default by one or more of the Parties, that Party/those Parties shall indemnify the other Parties against all losses, costs and other liabilities arising as a result of the termination for Authority Default.

15. DISPUTE RESOLUTION

- 15.1. If there are any disputes or differences between the Parties or any of them in relation to the Corporate Services Procurement, they shall use their best endeavours to resolve such disputes amicably between themselves.
- 15.2. Any dispute between the Parties which has not been resolved without formal consideration shall be referred to the Project Strategic Group
- 15.3. If the dispute is not resolved by the Project Strategic Group it shall be referred to a meeting of the Joint Committee which shall use its best endeavours to ensure that the dispute is resolved.

16. CHANGES TO THE IAA

- 16.1. The Parties may make such amendments to this IAA as they think fit. Such changes may include the addition of further bodies as Parties to this IAA on such terms as the Parties may decide.
- 16.2. Any such amendment to the IAA shall be made in writing and executed by all Parties.

17. PUBLIC RELATIONS AND PUBLICITY

The Parties shall not by themselves, their employees, or their agents, and shall procure that its sub-contractors shall not, communicate with representatives of the press, television, radio or other communications media on any matter concerning the contents of this IAA without first consulting the Project Manager

who shall be responsible for all such communications and who shall refer any issues relating to communications to the Project Strategic Group as necessary.

18. NOTICES

18.1. No notice required to be served upon any of the Parties under this IAA shall be valid or effective unless it is in writing and served:

18.1.1. by delivering the notice by hand to that Party at the relevant address set out in Schedule 7 (Delivery Addresses for Notices) or to such other address as that Party may notify the other Party in writing, and the notice shall be deemed to have been duly served at the time it is so delivered provided a receipt is obtained;

18.1.2. only where the terms of this IAA expressly permit it, emailed to the email addresses set out in Schedule 7 (Delivery Addresses for Notices);
or

18.1.3. by posting the notice in a pre-paid envelope sent by recorded delivery and addressed to that Party at the relevant address set out in Schedule 7 (Delivery Addresses for Notices) or such other address as that Party may notify the other Party in writing and the notice shall be deemed to have been duly served two days after the date of posting.

18.2. Where any notice is deemed served pursuant to clause 18.1.1 after 4 p.m. on any day, the notice shall be deemed to have been served on the next working day.

19. ENTIRE AGREEMENT

19.1. Except where expressly provided in this IAA, this IAA constitutes the entire agreement between the Parties in connection with its subject matter and, in the absence of fraud, supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this IAA.

19.2. The Parties acknowledge that they have not entered into this IAA on the basis of any representation that is not expressly incorporated into this IAA.

19.3. Without limiting the generality of the foregoing, no Party shall have any remedy in respect of any untrue statement made to him upon which he may have relied in entering into this IAA, and a Party's only remedy is for breach of contract. Nothing in this IAA purports to exclude liability for any fraudulent statement or act.

20. AGENCY

Nothing in this IAA shall constitute a legal partnership or agency between the Parties.

21. ASSIGNMENT

This IAA is personal to the Parties and the rights and/or obligations under this IAA shall not be assigned, novated or otherwise transferred to any person other

than to a successor body following a reorganisation within government or to a body which substantially performs any of the functions that previously had been performed by the affected Party. The Parties shall enter into such agreement and/or deed as may reasonably be required to give effect to such assignment, novation or transfer.

22. WAIVER

Failure by one Party to enforce the provisions of this IAA or to require performance by the other Party of any of the provisions contained in this IAA shall not constitute or be construed as a waiver of or as creating an estoppel in connection with any such provision and shall not affect the validity of this IAA or any part thereof or the right of the former Party to enforce any provision in accordance with its terms.

23. SEVERABILITY

If any term, condition or provision of this IAA shall be held to be invalid, unlawful or unenforceable to any extent by a Court of competent jurisdiction, such term, condition or provision shall be severed and shall not affect the validity, legality and enforceability of the other provisions of or any other documents referred to in this IAA.

24. RIGHTS OF THIRD PARTIES

The Parties agree that this IAA shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and any rights contained therein are excluded.

25. LAW AND JURISDICTION

This IAA shall be governed by and construed in all respects in accordance with the laws of England. Subject to clause 15, the English courts shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this IAA.

26. COUNTERPARTS

This IAA may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

EXECUTED AS A DEED by:

The common seal of **SOUTH OXFORDSHIRE DISTRICT COUNCIL**
in the presence of:

Authorised Signatory

EXECUTED AS A DEED by:

The common seal of **VALE OF WHITE HORSE DISTRICT COUNCIL**
in the presence of:

Authorised Signatory

EXECUTED AS A DEED by:

The common seal of **HART DISTRICT COUNCIL**
in the presence of:

Authorised Signatory

EXECUTED AS A DEED by:

The common seal of **HAVANT BOROUGH COUNCIL**
in the presence of:

Authorised Signatory

EXECUTED AS A DEED by:

The common seal of **MENDIP DISTRICT COUNCIL**
in the presence of:

Authorised Signatory

