

Dated

Agreement

between

Rutland County Council District Council

and

North Luffenham Parish Council

and

North Luffenham C.E.V.A Primary School

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This Agreement is dated 2021

Parties

Parties

Rutland County Council District Council of Catmose, Oakham, Rutland, LE15 6HP (**RCC**);

North Luffenham Parish Council of [North Luffenham Community Centre, which is located at St John the Baptist, North Luffenham Church St, North Luffenham, Oakham LE15 8JR] [**DN: Address to be confirmed**] (**NLPC**); and

North Luffenham C.E.V.A. Primary School of Church Street, North Luffenham, Rutland, LE15 8JR (**NLPS**).

Background

RCC is the leaseholder of the Community Centre for which it shall grant a licence to occupy to NLPC.

In consideration of the grant of the licence to occupy, NLPC shall take on the day to day running and responsibility for the Community Centre and shall provide the services on the terms set out in this Agreement.

Agreed terms

Definitions and Interpretation

The following definitions and rules of interpretation in this clause apply in this Agreement.

“Applicable Laws”	all applicable laws, statutes, regulations and codes from time to time in force.
“Business Day”	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
“Community Centre”	all that land and buildings known as North Luffenham Community Centre and shown edged red on the plan attached at Schedule 2 or such reduced or extended area as RCC may from time to time designate as comprising the Community Centre.
"Commencement Date"	22 March 2021 or such other date as the parties may agree.
“Common Parts”	such roads, paths, entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the Community Centre the use of which is necessary for obtaining access to and egress from the Community Centre as designated from time to time by RCC.

"Contract Year"

any 12-month period starting on the Commencement Date and on each anniversary of the Commencement Date.

"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.

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"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 UOC, 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 NLPC's workforce or the workforce of any Subcontractor of NLPC).

"Lease"

the lease dated 8 June 1995 and made between (1) The Peterborough Diocesan Board of Finance; (2) The Rev R.J.M. Blackall & Others; and (3) Leicestershire County Council relating to the land adjoining St. Mary and St. John Church of England School, North Luffenham, Leicestershire which is set out at Schedule 3 of this Agreement.

"Information"

has the meaning given under section 84 of FOIA.

"Permitted Use"

provision of facilities in the interests of social welfare for the recreation and leisure time occupation of the inhabitants of North Luffenham.

"Representatives"	means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisors including the RCC Contact, the NLPC Contact and the NLPS Contact.
"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.
Roles and Responsibilities Document	the roles and responsibilities document entitled 'North Luffenham Community Centre Management Roles & Responsibilities' set out in Schedule 3 and including the Repairs & Maintenance Schedule set out in Schedule 4.
"Services"	the services to be delivered by or on behalf of NLPC to RCC and/or NLPS under this Agreement, including the day to day running of the
"Service Media"	Community Centre and the hiring of the Community Centre for the Permitted Use.
	all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.
"NLPC Personnel"	all employees, staff, other workers, agents and consultants of NLPC who are engaged in the provision of the Services from time to time.
"Term"	the period from and including the Commencement Date until the date on which this Agreement is terminated in accordance with clause 2.

0.1 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement. References to clauses and Schedule are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

0.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 0.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 0.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.
- 0.5 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 0.6 A reference to writing or written includes email.

Term

- This Agreement shall take effect on the Commencement Date and shall continue unless and until terminated as provided by the terms of this Agreement; or

Licence to Occupy

Subject to the provisions of clause 2, RCC permits NLPC to occupy the Community Centre for the Permitted Use for the Term in common with RCC and all others authorised by RCC (so far as is not inconsistent with the rights given to NLPC to use the Community Centre for the Permitted Use).

RCC grants to NLPC the right to use:

such parts of the Common Parts for the purpose of access to and egress from the Community Centre as shall from time to time be designated by RCC for such purpose; and

the Service Media serving the Community Centre.

NLPC acknowledges that:

NLPC shall occupy the Community Centre as a licensee and that no relationship of landlord and tenant is created between RCC and the NLPC by this Agreement;

RCC retains control, possession and management of the Community Centre and NLPC has no right to exclude RCC from the Community Centre;

the licence to occupy granted by this Agreement is personal to NLPC and is not assignable and the rights given this

Agreement may only be exercised by NLPC and the NLPC Personnel.

Co-operation with NLPS

NLPC has the right to control the use of the Community Centre, or any part of it (where a “part” may be the meeting room, kitchen, toilets, or entrance area) subject to the terms of this Agreement. Accordingly, NLPC:

shall control the hiring of all or part of the Community Centre to third parties in accordance with the Permitted Use, and shall appoint a bookings administrator for this purpose;

shall set and receive the relevant hire fees for such hiring; and

may, within its scale of hire charges, give preferential treatment to particular users or user groups (to the extent that this is permitted by Applicable Laws).

NLPC shall pay to NLPS all costs associated with its share of the testing and maintenance of the Service Media, including but not limited to period testing and maintenance of the:

firefighting equipment;

fire alarm system including a fire risk assessment;

water system including a legionella Risk Assessment;

emergency lighting system;

burglar alarm system; and

gas and boiler system.

NLPS is a potential user of the Community Centre so if NLPS, or any other person with a right to use NLPS premises or facilities, wishes to use the Community Centre then that use will be booked through NLPC, and NLPC has the right to charge for that use.

NLPS has the right to control the use of NLPS facilities and any other rooms or facilities within the school. NLPC:

controls bookings of all or part of the NLPS premises; and

sets and receives the hire fees for such hiring.

NLPC shall liaise with NLPS in respect of third parties who wish to use NLPS facilities and the Community Centre. In doing so:

NLPC and NLPS shall operate a shared booking & payment system which minimises complexity;

NLPC and NLPS acknowledge that the booking & payment system arrangements may need to be revised after a booking system/procedure has been agreed between NLPC and NLPS;

NLPC and NLPS shall co-operate to put in place appropriate systems to manage any issues arising in relation to any shared use of NLPS facilities and the Community Centre; and

there may be specific health and safety measures, beyond those applicable to a 'free-standing' Community Centre, which NLPS considers to be desirable because of use of the Community Centre by the NLPS. Accordingly, NLPC and NLPS will endeavour to agree on reasonable and proportionate measures to address any health and safety measures that arise. Any costs associated with implementing such measures will be the responsibility of NLPS.

NLPS shall:

co-operate with NLPC in relation to the charges levied to NLPC in respect of the Service Media;

maintain adequate records of the charges levied to NLPC in respect of the Service Media; and

nominate an individual (NLPS Contact) who is responsible for liaison with RCC and NLPC on day-to-day matters relating to the Community Centre and/or the Services.

Roles and responsibilities document

The Parties shall comply with the Roles and Responsibilities Document.

For ease of reference, the key provisions of the Roles and Responsibilities Document have also been set out as obligations of the parties in the operative provisions of this Agreement.

If there is any inconsistency between Roles and Responsibilities Document and the operative provisions of this Agreement, the operative provisions of this Agreement shall have precedence.

NLPC Obligations

NLPC shall provide the Services to RCC with effect from the Commencement Date in accordance with the provisions of this Agreement.

In supplying the Services, NLPC shall:

co-operate with RCC and NLPS in all matters relating to the Services, and comply with all instructions of RCC;

manage the Community Centre through a committee elected by NLPC;

comply with the provisions of the Licence to Occupy;

comply with the provisions of the Lease, insofar as they relate to NLPC's use of the Community Centre;

pay to NLPS all reasonable costs in connection with the supply and removal of the Service Media to or from the Community Centre;

ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in this Agreement;

observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Community Centre from time to time and are notified to NLPC;

keep the Community Centre clean, tidy and clear of rubbish;

not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;

not to cause or permit to be caused any damage to the Community Centre or any neighbouring property; or any property of the owners or occupiers of the Community Centre, or any neighbouring property;

ensure that the Community Centre is kept properly secure and it will comply and cooperate with RCC's security requirements from time to time regarding the security of the same;

not display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Community Centre without the prior written consent of RCC;

not do or permit to be done at the Community Centre anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to RCC or any owner or occupier of neighbouring property;

to leave the Community Centre in a clean and tidy condition and to remove NLPC's furniture equipment and goods from the Community Centre at the end of the Agreement;

notify RCC immediately on becoming aware of any damage caused by NLPC or NLPC Personnel to any property of RCC, to the Community Centre or to any neighbouring property in the course of providing the Services;

implement at its cost and subject to prior written approval by RCC, any minor internal works/modifications which are designated to be NLPC's responsibility (subject to repairs not exceeding £250 per item and subject to a cumulative annual limit of repairs of £2,000 or such other limit as the parties may agree from time to time) including but not limited to repairs to blocked toilets and minor plumbing repairs including dripping taps, replacement of broken and cracked door and window glass, repair and replacement of door locks and minor electrical repairs including light bulb replacement provided that if the internal works/modifications, repairs or replacements arise from NLPC'S and/or its Representatives' deliberate act, negligence, or breach of this Agreement the £250 cost cap per item and the cumulative annual limit of repairs of £2,000 shall not apply;

undertake periodic risk assessments and/or operational checks, where applicable;

establish and maintain a set of rules/conditions to be observed by hirers/users of the Community Centre facilities;

fund the running costs of the Community Centre to the extent that these costs are not covered by hire fees and other income;

nominate a contact to be responsible for communicating with RCC and NLPS (NLPC Contact) on matters relating to the Services;

allow RCC the opportunity to inspect the Community Centre with or without notice; and

comply with the terms of the buildings and contents insurance for the Community Centre that is put in place by the Council, and any requirements of the insurers as are notified to it, insofar as they relate to NLPC's use of the Community Centre.

RCC Obligations

RCC shall:

maintain the fabric of the Community Centre and any fixtures and fittings owned by RCC;

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decorate the interior of the Community Centre on at least one occasion every 7 years;

arrange and pay for the minor internal works/modifications which are designated to be its responsibility, such works are those above the agreed sum of £250 per item and repairs above an annual cumulative total of repairs of £2,000 subject to amendment from time to time by agreement between RCC and NLPC; and

nominate an individual (RCC Contact) who is responsible for liaison with NLPC and NLPS on day-to-day matters relating to the Community Centre and/or the Services.

Charges

In consideration of the provision of the Services by NLPC, RCC shall grant the Licence to Occupy to NLPC on the terms set out in this Agreement.

Meetings

The Representatives of each party shall meet periodically at such times as to be agreed between the parties in order to review the performance of the Services and any other matters relating to the Community Centre.

Dispute resolution

As there are three parties to this Agreement, a dispute can arise between two parties, not involving the third party, or all three of them. This clause caters for both scenarios.

If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of between two or more of the parties (**Dispute**) then the parties shall follow the procedure set out in this clause:

either or any party to a Dispute shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents to the other party or parties to the Dispute. On service of the Dispute Notice, the Representatives of each party to the Dispute shall attempt in good faith to resolve it;

if the Representatives of the parties to the Dispute are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to RCC's Mona Walsh, Head of Property, NLPC's [SENIOR OFFICER TITLE] and/or NLPS's [SENIOR OFFICER TITLE] (as applicable) who shall attempt in good faith to resolve it; and

if RCC's [SENIOR OFFICER TITLE], NLPC's [SENIOR OFFICER TITLE] and/or NLPS's [SENIOR OFFICER TITLE] (as applicable) are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties to the Dispute 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 parties to the Dispute, requesting a mediation. The mediation will start not later than 30 days after the date of the ADR notice;

in the alternative to Clause 10.2.3, if there is a Dispute between NLPC and NLPS, not involving RCC, either of NLPC and NLPS can ask RCC to make a determination on the Dispute, which determination NLPC and NLPS agree to accept. However, RCC is not obliged to make a recommendation in this scenario and may prefer not to get involved. If it decides not to make a recommendation NLPC and NLPS shall keep RCC informed of progress and the outcome of the Dispute between them.

The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 16.11 which clause shall apply at all times.

Indemnities

Subject to clause 11.2, NLPC shall indemnify and keep indemnified each of RCC and NLPS against all liabilities, costs, expenses, damages and losses incurred by them arising out of or in connection with:

NLPC's breach or negligent performance or non-performance of this Agreement;

NLPC's breach or negligent performance or non-performance of this Agreement,

any claim made against them 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 NLPC or NLPC Personnel.

The indemnity under clause 11.1 shall apply for the benefit of RCC and NLPS except insofar as the liabilities, costs, expenses, damages and losses incurred by them are directly caused (or directly arise) from their negligence or breach of this Agreement by them or their Representatives. For the avoidance of doubt, the negligence or breach of this Agreement by RCC or its Representatives shall not prejudice or affect NLPC's liability under the indemnity under clause 11.1 in favour of NLPS, and vice versa.

Limitation of liability

No party shall be liable to the other parties, 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.

Notwithstanding the provisions of clause 12.1 and clause 12.6, NLPC assumes responsibility for and acknowledges that RCC may, amongst other things, recover losses incurred by RCC arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any NLPC Personnel, regulator or customer of RCC) against RCC caused by the act or omission of NLPC.

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.

Subject to clause 12.1 and clause 12.7, RCC's aggregate liability to NLPC and/or NLPS for all 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 any Contract Year to:

£10,000 for uninsured losses; and

the value of the insurance proceeds that it actually receives for any insured losses where it makes an insurance claim in respect of the incident which has given rise to the liability.

Subject to clause 12.1 and clause 12.7, NLPC's aggregate liability to RCC and/or NLPS for all 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 any Contract Year to:

the higher of £10,000 and the hire fees received by NLPC in that Contract Year, for uninsured losses; and

the value of the insurance proceeds that it actually receives for insured losses where it makes an insurance claim in respect of the incident which has given rise to the liability.

Subject to clause 12.1 and clause 12.7, NLPS' aggregate liability to RCC and/or NLPC for all 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 any Contract Year to:

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£10,000 for uninsured losses; and

the value of the insurance proceeds that it actually receives for insured losses where it makes an insurance claim in respect of the incident which has given rise to the liability.

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

fraud or fraudulent misrepresentation;

death or personal injury caused by its negligence (or the negligence of its personnel, agents or subcontractors);

breach of any obligation as to title implied by statute; or

any other liability for which may not be limited under any applicable law.

Insurance

During the term of the Agreement and for a period of 6 years thereafter, NLPC shall maintain in force, with a reputable insurance company, employer's liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Agreement, and shall produce to RCC on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

If, for whatever reason, NLPC fails to give effect to and maintain the insurances referred to in clause 13.1, RCC may make alternative arrangements to protect its interests and may recover the costs of such arrangements from NLPC.

The terms of any insurance or the amount of cover shall not relieve NLPC of any liabilities under the agreement.

RCC shall take out and maintain buildings and contents insurance for the Community Centre for such amounts as it shall determine in its absolute discretion.

Freedom of information

Each of NLPC and NLPS acknowledge that RCC is subject to the requirements of the FOIA and the EIRs, and shall:

provide all necessary assistance and cooperation as reasonably requested by RCC to enable RCC to comply with its obligations under the FOIA and EIRs;

transfer to RCC all Requests for Information relating to this Agreement that they receive as soon as practicable and in any event within 2 Business Days of receipt;

provide RCC with a copy of all Information belonging to RCC requested in the Request For Information which is in its possession or control in the form that RCC requires within 5 Business Days (or such other period as RCC may reasonably specify) of RCC's request for such Information; and

not respond directly to a Request For Information unless authorised in writing to do so by RCC.

Each of NLPC and NLPS acknowledge that RCC may be required under the FOIA and EIRs to disclose Information without consulting or obtaining their consent. RCC shall take reasonable steps to notify NLPC of a Request For Information (if applicable in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but

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(notwithstanding any other provision in this Agreement) RCC shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

Notwithstanding any other term of this Agreement, each of NLPC and NLPS consent to the publication of this Agreement in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA and EIRs. RCC shall, prior to such publication, consult with each of NLPC and NLPS on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decisions in its absolute discretion. Each of NLPC and NLPS shall assist and co-operate with RCC to enable RCC to publish this Agreement.

Termination

Without affecting any other right or remedy available to it, a party may terminate the Agreement with immediate

effect by giving written notice to the other parties if a party commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so.

Without affecting any other right or remedy available to it:

RCC may terminate this Agreement at any time by giving six months' written notice to NLPC and NLPS;

NLPC may terminate this Agreement at any time by giving six months' written notice to RCC and NLPS; and

NLPS may withdraw from this Agreement at any time by giving six months' written notice to RCC and NLPC.

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

General

Force majeure:

If a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

The corresponding obligations of the other parties will be suspended, and their time for performance of such obligations extended, to the same extent as those of the Affected Party.

If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than three months, the parties not affected by the Force Majeure Event may terminate this Agreement by giving 3 weeks' written notice to the Affected Party.

Assignment and other dealings:

Neither NLPC nor NLPS shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

RCC may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.

Variation: No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

Waiver: A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

Severance: If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

Entire agreement: This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

No partnership or agency: Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

Third party rights: Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

Notices:

Any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next Business Day delivery service, or by commercial courier, or email.

Any notice or communication shall be deemed to have been received:

if delivered personally, when left at the address referred to in clause 16.9.1;

if sent by pre-paid first class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting; or

if sent by email, one Business Day after transmission.

This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

Counterparts: This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as transmission of an executed "wet-ink" counterpart of this Agreement.

Governing law: This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

Jurisdiction: Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Signed by [NAME OF SIGNATORY]
for and on behalf of **RUTLAND
COUNTY COUNCIL DISTRICT
COUNCIL**

.....

Signed by [NAME OF SIGNATORY]
for and on behalf of **NORTH
LUFFENHAM PARISH COUNCIL**

.....

Signed by [NAME OF SIGNATORY]
for and on behalf of NORTH
LUFFENHAM C.E.V.A PRIMARY
SCHOOL

.....

Plan

Lease

Roles and Responsibilities Document

Repairs & Maintenance Schedule

