

# MEMORANDUM OF AGREEMENT

relating to the discharge of duties and powers under  
the Highways Act 1980 and other associated  
legislation

East Sussex County Council  
County Hall  
St Anne's Crescent  
Lewes  
East Sussex  
BN7 1SW

**THIS AGREEMENT** is made the                    day of                    2024

**BETWEEN:**

- (1) **EAST SUSSEX COUNTY COUNCIL** of County Hall St Anne's Crescent, Lewes, East Sussex BN7 1SW (the "County Council") and
- (2) **GLYNDE AND BEDDINGHAM PARISH COUNCIL** of 84 Barnett Road, Brighton, BN1 7GH (the "Parish Council").

**WHEREAS**

- (1) The County Council and the Parish Council are local authorities as defined by the Local Government Act 1972.
- (2) By virtue of Section 1 of the Highways Act 1980 the County Council is the local highway authority for the County of East Sussex.
- (3) By virtue of Section 101 of the Local Government Act 1972 a local authority may arrange for the discharge of any of its functions by any other local authority.
- (4) The County Council and the Parish Council have agreed to arrange for the discharge by the County Council of certain of the functions and powers of the Parish Council upon the terms and conditions set out in this Agreement.
- (5) The County Council and the Parish Council have agreed that certain administrative and professional services as specified in this Agreement shall be provided by the County Council on behalf of the Parish Council.

**NOW THEREFORE** in pursuance of Section 101 of the Local Government Act 1972, section 3 of the Parish Councils Act 1957, and all other powers so enabling it is hereby agreed as follows:-

**1. DEFINITIONS**

1.1 For the purposes of this Agreement the following words and expressions have the following meanings:-

<b>"Agreement Period"</b>	means the period commencing on the Commencement Date and continuing thereafter until terminated in accordance clause 8 (Term and Termination);
<b>"Assistant Chief Executive, Governance Services"</b>	means the officer for the time being of the County Council responsible for legal matters, and his authorised representatives;
<b>"Commencement Date"</b>	means the date of this Agreement;
<b>"Contractor"</b>	means the contractor duly appointed by the County Council to undertake some or all of the Core Services;
<b>"Core Services"</b>	means the services described in the Schedule 1;
<b>"Working Day"</b>	means any day other than a Saturday, Sunday or public holiday in England and Wales; and

1.2 In this Agreement:

- (a) unless the context otherwise requires, the singular includes the plural and vice versa;
- (b) headings and use of bold type face shall be ignored;
- (c) references to any enactment shall include references to such enactment as it may, after the date of this Agreement, from time to time be amended, supplemented or re-enacted;
- (d) a reference to clause, sub-clause, paragraph or sub-paragraph is, unless indicated to the contrary, a reference to a clause, sub-clause, paragraph or sub-paragraph of this Agreement; and
- (e) references to the word "include" or "including" are to be construed without limitation.

## **2. CORE SERVICES**

- 2.1 The County Council shall provide the Core Services to Parish Council for the Agreement Period, including providing the necessary administrative professional and technical staff to enable the Core Services to be carried out by the County Council and its approved Contractor.
- 2.2 At all times the Parish Council and the County Council shall adhere to any relevant, policies (including in respect of operational and safety), as may exist and be amended from time to time and which will be provided to the Parish Council on request.
- 2.3 The Parish Council shall pay for the Core Services the amounts determined in accordance with Schedule 1. Payments for the Core Services and any other amounts payable under this Agreement shall be made upon receipt of an invoice or other written demand from the County Council in full and in cleared funds to the bank account nominated in writing by the County Council.

## **3. FAILURE TO PERFORM**

- 3.1 If either party fails to carry out an obligation under this Agreement the other party may give notice in writing specifying:
- (i) the nature of the failure;
  - (ii) the action which is reasonably required to be taken in order to rectify the failure; and
  - (iii) the reasonable time within which the failure is to be rectified.
- 3.2 The party receiving a notice under clause 3.1 shall carry out the required action within the time specified. If the failure has not been rectified by the end of the period specified in the notice, the party who served the notice may rectify the failure himself. However, if the serving party does not rectify the failure the receiving party shall nonetheless indemnify the serving party under clause 4.

## **4. INDEMNITY**

- 4.1 The County Council indemnifies the Parish Council for claims made against the Parish Council arising in the performance of the Core Services except to the extent that such claims are due to the negligence of the Parish Council or to a failure by the Parish Council to perform or observe its obligations under this Agreement.
- 4.2 The Parish Council shall indemnify and keep indemnified the County Council against any liability, loss, costs, expenses, claims or proceedings whatsoever arising under any statute or at common law in respect of:
- (i) any loss of or damage to property (whether real or personal); and
  - (ii) any injury to any person, including injury resulting in death,
- in consequence of or in any way arising out of the provision of the Core Services by the County Council, its servants or agents except insofar as such loss, damage or injury shall have been caused by negligence on the part of the County Council, its servants or agents (not being the Parish Council or employed by the Parish Council).

## **5. INSURANCE**

- 5.1 The Parish Council shall take out and maintain insurance against all and any third party claims for any liability, loss, claim, damage or proceedings concerning the streetlighting apparatus listed in Schedule 1 in respect of all loss of and damage to property and injury to persons (including death) under which the cover shall not be less than ten million pounds (£10,000,000) in respect of any one incident (public liability insurance).

## **6. PROVISION OF INFORMATION**

- 6.1 The parties acknowledge that both parties are subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, the Local Audit and Accountability Act 2014 and where applicable the Local Government Transparency Codes and shall assist and cooperate with each other to enable compliance with their information disclosure obligations.

6.2 The Parish Council and the County Council shall make available to each other any information in such form and within such time specified within this Agreement or as either of them may reasonably require for the purposes of this Agreement.

**7. ASSIGNMENT**

7.1 The Parish Council shall not assign or transfer this Agreement or any of the rights or obligations herein.

**8. TERM AND TERMINATION**

8.1 This Agreement shall commence on the Commencement Date and, unless terminated earlier, shall continue until the tenth (10<sup>th</sup>) anniversary of the Commencement Date when it shall terminate automatically without notice.

8.2 Without prejudice to any other provisions of this Agreement, this Agreement may be terminated by either party giving at least three (3) months written notice to the other party to expire.

8.3 Any termination of this Agreement howsoever caused shall not affect any rights or liabilities which have accrued prior to the date of termination.

**9. NOTICE**

9.1 Notices to be served on either party shall be in writing and addressed to and served on:

9.1.1 in the case of the **Parish Council**: the clerk of Glynde and Beddingham Parish Council, 84 Barnett Road, Brighton, BN1 7GH or

9.1.2 in the case of the **County Council**: the Assistant Chief Executive, Governance Services, County Hall, St Anne's Crescent, Lewes, East Sussex, BN7 1SW,

by recorded delivery prepaid post or delivered by hand and shall be deemed to have been served on the third Working Day after the postmark (if posted) or on receipt (if delivered) by hand.

**10. MEDIATION**

10.1 The parties will use their best endeavours to resolve by agreement any dispute, difference or question between them with respect to any matter or thing arising out of or relating to this Agreement including a reference to, in the first instance, mediation by an independent person to be agreed between the parties or, in the case of failure of the parties' to agree, by a representative of a professional body appropriate in the circumstances of the case. Such an independent person shall be given all information and assistance by the parties in carrying out his duties and may be given by agreement between the parties the duty to recommend or approve terms of settlement between the parties.

**IN WITNESS WHEREOF** the parties hereto have hereunto caused their duly authorised representatives to set their hands on the day and year first before written.

For and behalf of

**EAST SUSSEX COUNTY COUNCIL**

**Signature:** .....

**Name:** .....

**Title:** .....

For and behalf of

**GLYNDE AND BEDDINGHAM PARISH COUNCIL**

acting by and under the signature of:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Member

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Member

## SCHEDULE 1

### CORE SERVICES

1 The Core Services relate only to the streetlights within the Glynde and Beddingham area identified below.

Unit No	Street	Apparatus Location Description	Ownership	Apparatus Type	Apparatus Description
1	Beddingham Gardens	Opp No. 11	Glynde and Beddingham PC	Standard Column <8 metres	Galvanised Steel
2	Beddingham Gardens	Opp No. 5	Glynde and Beddingham PC	Standard Column <8 metres	Galvanised Steel
3	Beddingham Gardens	Outside No. 2	Glynde and Beddingham PC	Standard Column <8 metres	Galvanised Steel
4	Beddingham Gardens	Opposite allotments	Glynde and Beddingham PC	Standard Column <8 metres	Galvanised Steel
5	Beddingham Gardens	Opposite Trevor Arms	Glynde and Beddingham PC	Standard Column <8 metres	Galvanised Steel
6	Trevor Gardens	Opp. No. 27	Glynde and Beddingham PC	Standard Column <8 metres	Galvanised Steel
7	Trevor Gardens	Opposite Car bays past last house	Glynde and Beddingham PC	Standard Column <8 metres	Galvanised Steel

Summary:

Feeder Pillars	0
Columns >8m	0
Columns<8m	7

## 2 Streetlight maintenance and replacement

- 2.1 £20.00 per feeder unit, £29.00 per unit under 8 meters, and £40.00 per unit over 8 meters, per annum, for maintenance of the streetlights identified above. The charge will include periodic inspections and fault repairs in accordance with the contract that the County Council has with its own Maintenance Contractor, a copy of which may be inspected on request.
- 2.2 Maintenance service does not include repair of damages or replacement of spare parts resulting from any cause external to the supplied equipment or any act of vandalism. The Parish Council shall insure the streetlights against claims arising from third party damage and public liability, as set out in clause 5 of this Agreement.
- 2.3 These charges will be reviewed on an annual basis and adjusted in line with any increase in the costs incurred by the Council.
- 2.4 Where apparatus is life expired or otherwise requires replacement, a quotation will be provided to the Parish Council for their acceptance prior to carrying out works. The costs of such replacement works are not included in the maintenance charges described in paragraph 2.1. above. The Parish Council will reimburse the County Council, as an additional charge, for the costs it incurs in carrying out the replacement works.

### **3 Streetlight energy provision**

- 3.1 The Parish Council will reimburse the County Council at 29.4584pp/kWh for each unit of electricity gas (measured in pence per kilowatt hours, or p/kWh).
- 3.2 Should the Parish Council decide to remove, or not to replace, any or all of the streetlights, it will be responsible for any costs incurred in removing the equipment or in terminating the electrical supply.
- 3.3 These charges will be reviewed on an annual basis, in line with any increase in the costs incurred by the Council.

### **4 Customer Service Management**

- 4.1 The County Council shall provide a comprehensive customer management service throughout the Agreement Period to address and action all queries, enquiries, and complaints relating to the Core Services under this Agreement.
- 4.2 The County Council shall respond to all queries, enquiries and complaints in accordance with its own adopted policies and protocols.
- 4.3 The County Council shall keep all appropriate records and data relating to the Core Services as required by the County Council and keep these available for inspection by the County Council at any reasonable time.
- 4.4 The County Council shall maintain records for the Core Services which includes but is not limited to:
  - the dates that the work was carried out and the location;
  - details of the services carried out; and
  - the name of the Contractor who carried out the work.

### **5 Highway Act 1980**

- 5.1 For the avoidance of doubt, the Core Services do not include the provision or exercise of the County Council's powers under Section 42 of the Highways Act 1980.