

**DATED** \_\_\_\_\_ **2022**

**THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF HAVERING**

**and**

**THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF BARKING AND DAGENHAM**

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**INTER AUTHORITY AGREEMENT  
IN RELATION TO THE KEEP BRITAIN TIDY GRANT**

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**THIS AGREEMENT** is dated the                      day of                      2022

**BETWEEN**

- (1) **The Mayor and Burgesses of the London Borough of Havering** of Town Hall, Main Road, Romford, Essex RM1 3BB (**LBH**).
- (2) **The Mayor and Burgesses of the London Borough of Barking and Dagenham** of Town Hall Square, 1 Clockhouse Avenue, Barking, IG11 7LU (**LBB**)

Together the **Authorities**

**BACKGROUND**

- (A) The Authorities are empowered by Section 89 of the Environmental Protection Act 1990 in respect of any highway, to ensure that the land is kept clear of litter and refuse and that the highway or road is kept clean.
- (B) The Authorities are also empowered by Section 62 of the Highways Act 1980 to improve streets and highways.
- (C) The Authorities have collaborated to produce a funding application to Keep Britain Tidy, registered Charity No. 1071737 (“KBT”) requesting £70,000 to tackle chewing gum staining in public areas. The application sought funding to deep clean South Street in Romford Town Centre and five District Line station forecourts within LBB. Any remaining funds would be spent on purchasing equipment and seeking the installation of chewing gum bins (“the Project”).
- (D) The Authorities were successful with their funding application and the works must be completed by the end of October 2022.
- (E) The Authorities have power to enter into this Agreement under section 111 of the Local Government Act 1972 and s.1 of the Localism Act 2011.

**IT IS HEREBY AGREED** as follows:

**1. Definitions and Interpretation**

1.1 In this Agreement in addition to the definitions set out elsewhere in this Agreement the following words and expressions shall have the following meanings:

“Agreement”	Means this inter- authority agreement and all Schedules hereto;
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“Contractor”	Means a third party contractor procured by LBH in accordance with the London Borough of Havering’s Contract Procedure Rules.
“Dispute Resolution Procedure”	Means the procedure set out at Clause 10 (Dispute Resolution Procedure);
“Data Protection Legislation”	means for the periods in which they are in force in the United Kingdom, the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the UK GDPR and all applicable Laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time;
“Grant Funding Sum”	Means the sum of £70,000 paid by Keep Britain Tidy;
“LBBD Grant Payments”	Means payments from the Grant Funding Sum to LBBD for the reimbursement of the Fees LBBD has paid to the Contractor;
“UK GDPR”	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;
“Working Days”	Means any day Monday to Friday, excluding public holidays in England, between the hours of 09:00 and 17:00.

- 1.2 Words importing the singular shall include the plural and vice versa.
- 1.3 Words importing any gender shall include both genders and words importing persons shall include bodies unincorporated associations and partnerships.
- 1.4 The Clause and Paragraph headings are inserted for reference only and shall not affect the interpretation or construction of this Agreement.

## **2. APPROACH**

- 2.1 The Authorities have agreed:
  - (a) That LBH will accept the Grant Funding Sum from KBT on behalf of the Authorities;
  - (b) That LBH shall act as the lead authority and commission contractors on LBBD’s behalf;

- (c) That notwithstanding clause 2.1(b) each Authority shall be responsible for the payment of the invoices for any works, services and purchase of equipment for the provision of the Project to its respective administrative area (the “Fee”);
  - (d) That both parties will be responsible for signing off on the quality of the deep cleaning by the Contractor in their respective boroughs; and
  - (e) That the work by the Contractor will not be considered complete until both parties are satisfied with the results.
- 2.2 Procurement of the Contractor to deep clean South Street and LBBD’s five District Line station forecourts, removing all chewing gum staining, will be carried out in accordance with the LBH contracts procedure rules; and prior to entering into a contract for the deep cleaning, LBH shall agree with LBBD:
- (a) the identity of the Contractor who will carry out the deep cleaning of the aforementioned locations; and
  - (b) the fee to be paid for the deep cleaning (the **Fee**).
- 2.3 The purchase of equipment, such as targeted chewing gum removal kit and chewing gum bins, will be carried out in accordance with the LBH contracts procedure rules; and prior to entering into a contract for the purchase of equipment, LBH shall agree with LBBD:
- (a) the identity of the supplier of the equipment; and
  - (b) the cost to be paid for the equipment.
- 2.4 In the event LBBD is dissatisfied with the performance of the deep cleaning or the equipment purchases, LBBD may make representations to LBH as to what action should be taken. LBH shall consult with LBBD prior to commencing any default procedure within the contract for the deep cleaning.
- 2.5 For the avoidance of doubt the Authorities acknowledge that LBH shall take such representations into account provided always that the LBH shall be responsible for determining at its discretion whether to commence the default procedure and what action it shall take in accordance with the contract for the deep cleaning.

### **3. INTELLECTUAL PROPERTY**

- 3.1 The Authorities shall ensure that any and all results, outputs, materials, data, information and/or intellectual property of any description arising from the works vests in LBH; and LBH hereby grants LBBD an non-exclusive, unlimited and perpetual licence for the same.

### **4. PAYMENT FOR THE DEEP CLEANING AND PURCHASE OF EQUIPMENT**

- 4.1 The Authorities agree that the Fee for the deep cleaning performed by the Contractor will be covered in full by the funding provided by KBT.
- 4.2 The Authorities agree that the cost of any equipment or chewing gum bins purchased will be covered in full by the funding provided by KBT.
- 4.3 Release of the funding will be dependent on the submission of sufficient evidence that LBBD have paid the Fees to the Contractor for the works, services and/or equipment (“Statement of Payment”). No LBBD Grant Payments shall be made to LBBD unless and until LBH is satisfied that such payment has been used for proper expenditure in the delivery of the Project.
- 4.4 Upon receipt of the Statement of Payment, LBH shall follow its internal financial procedures in relation to grant claims to approve any LBBD Grant Payments.
- 4.5 The Authorities agree that the allocation of the Grant Funding Sum provided by KBT shall not exceed 50% for each Authority for their respective boroughs when all deep cleaning and purchases are considered.
  - (a) Where one party exceeds 50% of the funding provided by KBT, the other party shall cede any remaining unallocated KBT funding.
  - (b) Where the total costs for the Project exceeds the funding provided by KBT, the party or parties shall divide these costs based on which party spent more than the other.
- 4.6 Should costs exceed the Grant Funding Sum provided by KBT, LBBD shall pay any costs due to LBH within 30 days of an invoice from LBH.

**5. LEAD CONTACTS FOR THE AUTHORITIES**

- 5.1 The lead contact for each Authority is listed below.

<b>Authority</b>	<b>Name</b>	<b>Position</b>	<b>Email</b>
LBH	Max Graham	Associate Project Manager	max.graham@havering.gov.uk
LBBD	Robert Dennis	Operations Manager	Robert.dennis@lbbd.gov.uk

**6. ESCALATION**

- 6.1 If LBBD has any issues, concerns or complaints about any matter in this Agreement, it shall notify LBH who shall then seek to resolve the issue by a

process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to Imran Kazalbash, Assistant Director of Public Realm, LBH and Brett Leahy, Head of Planning and Building Control, LBBD, who shall decide on the appropriate course of action to take.

- 6.2 If any Authority receives any formal inquiry, complaint, claim or threat of action from a third party in relation to the matters dealt with by this Agreement, the matter shall be promptly referred to the lead contact for the other Authority.

## **7. DATA PROTECTION AND FREEDOM OF INFORMATION**

- 7.1 The Authorities are subject to the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) (together the Acts) and shall assist each other to enable each to comply with the Acts. The Authorities acknowledge that each Authority may be obliged to disclose information relating to this Agreement.

- 7.2 The Authorities shall provide all necessary assistance as requested by the other so as to enable each to respond to a request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.

- 7.3 The Authorities acknowledge that each may be obliged under the Acts to disclose information without consulting with the other Authority, or following consultation with another Authority and having taken its views into account.

### **Data Protection**

- 7.4 Each Authority will comply with its obligations under the Data Protection Act 2018 and the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679) (**UK GDPR**), both as amended from time to time.

## **8. TERM AND TERMINATION**

- 8.1 This Agreement shall commence on the date of signature by the Authorities, and shall expire upon completion of all works and purchases related to the Project.

## **9. CONFIDENTIALITY**

- 9.1 Each Authority hereby undertakes to the other Authority that it shall procure that its employees, agents and subcontractors shall keep confidential all information of a confidential nature (whether written or oral) concerning this Agreement and the business affairs of each other Authority that it shall have obtained or received as a result of the discussions leading up to or entering into or performance of this Agreement.

## **10. CHARGES, LIABILITIES AND INDEMNITIES**

- 10.1 Except as otherwise provided, the Authorities shall each bear their own costs and expenses incurred in complying with their obligations under this Agreement.
- 10.2 Each Authority shall remain liable for any losses or liabilities incurred due to their own or their employee's actions.
- 10.3 Each Authority shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct losses, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the beneficiary of the indemnity arising in tort (including negligence) or as a result of a default or breach of this Agreement, save to the extent that any such loss or claim is due to the breach of contract, negligence, wilful default or fraud of itself or of its employees or of any of its sub-contractors, provided that:
- (a) the indemnifier is given prompt notice of any such claim;
  - (b) the beneficiary provides reasonable co-operation to the indemnifier in the defence and settlement of such claim, at the beneficiary's expense; and
  - (c) the indemnifier is given sole authority to defend or settle the claim.
- 10.4 LBBB shall indemnify and keep indemnified LBH from and against all and any losses, costs and expenses suffered or incurred by LBH arising out of, or in connection with any failure of LBBB to pay the Fees.
- 10.5 Neither Authority shall be liable to any other for claims by a third Partner arising from any acts or omission of a party following provision of the Service.
- 10.6 Each Authority shall, at all times, take all reasonable steps to minimise and mitigate any loss or damage for which the relevant Authority is entitled to bring a claim against the other pursuant to this Agreement.

## **11. STATUS**

- 11.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Authorities, constitute any Authority as the agent of the other Authority, nor (save for LBH contracting for the deep cleaning and equipment as set out at clause 2) authorise any of the Authority to make or enter into any commitments for or on behalf of the other party.



**12. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in clause 6, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

**13. COUNTERPARTS**


This Agreement may be executed in any number of counterparts each of which when executed shall constitute a duplicate of the original, but all the counterparts shall together constitute the Agreement.

No counterpart shall be effective until each Authority has executed at least one counterpart.


IN WITNESS of which the Authorities have executed this Agreement the day and year first before written.

Signed on behalf of:

**THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF  
BARKING AND DAGENHAM**

By its Authorised Officer:   
Name: Rebecca Johnson  
Date: 08/09/2022

**THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF  
HAVERING**

By its Authorised Officer:   
Name Imran Kazalbash  
Date 14/09/2022