

LEGAL SERVICES NUMBER: EC09/01/ - to be allocated by Legal

BETWEEN:

(1) SOUTHAMPTON CITY COUNCIL

and

(2) SOUTHAMPTON CITY CLINICAL COMMISSIONING GROUP

(3) HAMPSHIRE CONSTABULARY

(4) NATIONAL PROBATION SERVICE

**AGREEMENT FOR
THE LOCAL SAFEGUARDING ADULTS BOARD POOLED FUND**

Southampton City Council
Civic Centre
Civic Centre Road
Southampton SO14 7LY

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SOUTHAMPTON LOCAL SAFEGUARDING ADULTS BOARD CONSTITUTION

THIS AGREEMENT is made on _____ day of _____ **2015**

BETWEEN:

THE PARTIES:

- (1) **SOUTHAMPTON CITY COUNCIL** of Civic Centre, Southampton, SO14 7LY (“**the Council**”); and
- (2) **SOUTHAMPTON CITY CLINICAL COMMISSIONING GROUP** of Trust Headquarters, Oakley Road, Southampton, SO16 4GX
- (3) **HAMPSHIRE CONSTABULARY** of West Hill, Romsey Road, Winchester, Hampshire, SO22 5DB
- (4) **NATIONAL PROBATION SERVICE** of 7 Town Quay House, Southampton, SO14 2ET

BACKGROUND

- (A) This Agreement is to govern and facilitate the continuation of the pooled fund for the Local Safeguarding Children’s Board in Southampton.

1 INTERPRETATION

1.1 In this Agreement the following expressions shall have the following meanings:

“Agreement” means this agreement together the schedules and appendices mentioned therein;

“Chair” means the person appointed by the Council to chair the LSAB meetings;

“Commencement Date”	means 1 st April 2015;
“Council”	means Southampton City Council and any statutory successor to its functions in relation to the matters contained in this Agreement;
“Financial Arrangements”	means the financial arrangements under this Agreement as set out in Clause 8;
“Financial Contributions”	means the Council’s Financial Contribution and the Partners’ Financial Contribution as set out in Schedule 2 and as determined in accordance with Clause 8 for subsequent financial years;
“Financial Year”	means the financial year running from 1 st April of one year to 31 st March in the next year;
“Functions”	means the Functions of the Local Safeguarding Adults Board as set out in Section 43 of the Care Act 2014;
“Partner”	means each of the authorities listed in schedule 1 attached to this agreement and “Partners” shall be construed accordingly;
“LSAB”	means the Local Safeguarding Adults Board;
“Pooled Fund Manager”	means the officer who is appointed by the council to manage the Pooled Fund and the Arrangements. The Pooled Fund Manager

shall also act as the manager of the LSAB and shall be responsible for its administration;

“Pooled Fund”

means a fund as described in **Section 43 of the Care Act 2014** established between the Partners pursuant to this Agreement:

- (a) which is made up of contributions by the Partners; and
- (b) out of which the Partners may make payments towards expenditure incurred by, or for purposes connected with, the Local Safeguarding Adults Board established under section Section 43 of the Care Act 2014;

“Professional Advisor”

means a professional person appointed by the LSAB to assist and advise the Board, where necessary when carrying out its duties;

“Quarter”

means each of the following periods in the Financial Year:

- 1st April to 30th June;
- 1st July to 30th September;
- 1st October to 31st December; and
- 1st January to 31st March;

and **“Quarterly”** shall be construed accordingly;

“Term”

means a period of four (4) years, starting on the 1st April 2015;

- 1.2 references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the same as amended by any subsequent statute, re-enactment, order, regulation or instrument;
- 1.3 headings are included in this Agreement for ease of reference only and shall not affect its interpretation or construction;
- 1.4 references to clauses and the Schedules are, unless otherwise provided, references to clauses of and the schedules to this Agreement;
- 1.5 references to persons include firms, corporations, limited liability partnerships, charities and unincorporated associations;
- 1.11 the masculine includes the feminine and the neuter;
- 1.12 the singular includes the plural and vice versa.

2. DURATION OF THE AGREEMENT

- 2.1 The Agreement and the arrangements set out in clause 3 shall come into force on the Commencement Date (1st April 2015).
- 2.2 The Agreement and the arrangements set out in clause 3 shall continue for the duration of the Term (four years) unless earlier terminated in accordance with the terms of this Agreement.
- 2.3 The Partners may by mutual agreement evidenced in writing extend the Term by individual period of up to 24 months. If the Partners agree to such extension, this agreement shall continue in full force and effect on the terms then prevailing, subject to any amendments agreed between the Partners.

3. BRIEF DETAILS OF THE ARRANGEMENTS

3.1 The Partners have agreed that with effect from the Commencement Date the Arrangements are to comprise:

3.1.2 the maintenance of the Pooled Fund pursuant to Section 43 of the Care Act 2014;

3.1.3 the provision of staff, goods, accommodation and non-financial contributions by the Partners;

3.1.4 the provision of Financial Contributions by each Partner as set out in Schedule 2 of this Agreement out of which the Partners may make payments towards expenditure incurred by, or for purposes connected with, the Local Safeguarding Adults Board established under section 43 of the Care Act 2014;

3.1.5 the retainment by the Partners of a Pooled Fund Manager to manage the Arrangements, the Pooled Fund and act as the manager for the LSAB to manage its administration;

3.1.6 the retainment by the Partners of Representatives to respectively act on their behalves in respect of their obligations under the Arrangements and to provide all necessary information for the purposes of the Arrangements, as and when requested by the LSAB.

3.1.7 the Council acting as the lead authority and hosting the Pooled Fund.

3.1.8 the continued provision by the Council, after consultation with the Partners, to chair the LSAB.

4. POOLED FUND AND THE POOLED FUND MANAGER

- 4.1 The Partners acknowledge that they are entering into a pooled fund arrangement pursuant to Section 43 of the Care Act 2014.
- 4.2 The Pooled Fund shall be established between the Partners pursuant to this Agreement which is made up of contributions by the Partners described in Schedule 2; and out of which the Partners may make payments towards expenditure incurred by, or for purposes connected with, the Local Safeguarding Adults Board established under section 43 of the Care Act 2014;
- 4.3 The Council will act as host of the Pooled Fund and will provide the financial administrative systems for the Pooled Fund. The Partners agree to retain an employee of a Board Partner to occupy the post of Pooled Fund Manager to manage the Pooled Fund on their behalf. The Pooled Fund Manager shall, pursuant to powers provided under Section 113 Local Government Act 1972, serve as an officer of the Council for the purposes of the performance of the management of the Pooled Fund and other obligations under this Agreement.
- 4.4 The Pooled Fund Manager shall also act as the manager of the LSAB to manage the administration of the LSAB and shall be the person notified by the Council to the Board Partners pursuant to Clause 4.6.
- 4.5 The Pooled Fund Manager will be responsible for:
- 4.5.1 the management of the Pooled Fund in accordance with the instructions of the LSAB and the terms and conditions of this Agreement;
 - 4.5.2 ensuring that full and proper records for accounting purposes are kept in respect of the Pooled Fund and any other monies received into the Pooled Fund;
 - 4.5.3 act as liaison officer between the Board Partners' representatives, the

Council and the LSAB Board on any matter relating to this Agreement;

4.5.4 consulting and meeting with the Board Partners representatives where required;

4.5.5 be responsible for collating such information, data and assistance and providing the same to the Council and Board Partners' representatives as required by the terms of this Agreement;

4.5.6 be responsible for the management of the Pooled Fund and arrange for the necessary administrative support to enable payment of invoices and any other approved expenditure;

4.5.7 assist in the preparing of the LSAB annual business plan and annual reports, prepare and submit an annual return about the income and expenditure from the Pooled Fund together with any other information as may be reasonably required by the LSAB to monitor the effectiveness of the Pooled Fund and to enable the Partners to complete their own financial accounts and returns;

4.5.8 ensure the monies paid into the Pooled Fund are spent in accordance with aims, objectives and Functions of the LSAB and as agreed between the Partners in an efficient, effective and economical way.

4.6 The appointment of the Pooled Fund Manager (including any replacement) shall be notified in writing by the Council to the other Partners within fourteen (14) days of such appointment. The notification shall include the name of the Pooled Fund Manager, length of employment, name of employing Partner and terms of appointment.

5. PARTNERS FINANCIAL CONTRIBUTIONS AND FINANCIAL ARRANGEMENTS

- 5.1 The Financial Arrangements in respect of the Agreement are contained in this Clause 5 and Schedule 2. The provision of Financial Contributions by the Partners are as set out in Schedule 2 of this Agreement and shall be used towards expenditure incurred by, or for purposes connected with, the LSAB.
- 5.2 Subject to the provisions of this Clause 5 the Partners shall pay their Financial Contributions for each Financial Year of the Arrangements as set out in Schedule 2 calculated in accordance with the provisions of Clause 5.3.1 and paid in accordance with Clause 5.12.
- 5.3 When determining the Partners' Financial Contributions and Arrangements for Financial Years subsequent to the initial Financial Year, it is the intention of the Partners to apply the following principles:

New Financial Year Calculation

5.3.1 The Partners shall take the Partners' Financial Contributions as detailed in Schedule 2 and add to that:

- 5.3.1.1 an inflationary uplift which shall be calculated using a mechanism agreed between the Partners at the commencement of the Agreement and set out in Schedule 3;
- 5.3.1.2 any additional funding required to meet the Secretary of State's new guidelines and regulations on the Functions, aims and objectives (including any new Functions, aims and objectives) of the LSAB;
- 5.3.1.3 any agreed cost pressure proposed by the LSAB and agreed by the Partners;
- 5.3.1.4 any non-recurring items which the Partners have agreed to

contribute to the Arrangements for the next Financial Year.

Inflationary Uplift payment in respect of the Pooled Fund Manager and support staff

- 5.4 The Partners agree to pay, as part of their Financial Contributions, an annual inflationary uplift, where awarded under the terms of employment of the Pooled Fund Manager and the support staff employed by the Partners to assist in the administration of the LSAB, in accordance with the lawful schemes operated by the employing Partner.
- 5.5 The Partners shall consult together in their budget setting process for determining the Partners Financial Contributions. The Partners shall determine proposals for their budget by the third week of October in each year of the Term. The Partners shall agree and set their budget not less than 2 (two) weeks before the end of each preceding Financial Year.
- 5.6 In the event that the Financial Contributions of the Partners in any New Financial Year
- 5.6.1 is less than that in the previous Financial Year as increased by the relevant inflation factor and any additional funding; and/or
- 5.6.2 do not cover cost pressures; and/or
- 5.6.3 any non-recurring item which they have agreed to contribute to the Arrangements in the New Financial Year

the Partners shall negotiate their levels of Financial Contribution so that the expenditure will be covered by the Partners Financial Contributions for the New Financial Year.

Modification effect on Financial Contributions

5.7 In the event that the costs are modified by agreement between the Partners, the Partners may at such time agree:

5.7.1 any appropriate changes to the Partners' Financial Contributions for the Financial Year in which the change is made; and

5.7.2 the figures that shall be taken as the Financial Contributions for that Financial Year for the purposes of Clause 5 and the timing of the change to payments of the Financial Contributions.

Pooled Fund Manager Costs

5.8 The Partners agree the salary costs of the post of Pooled Fund Manager shall be funded from the Pooled Fund.

Pool Fund Management

5.9 The Council shall manage the Partners Financial Contributions in accordance with the instructions of the LSAB and shall not use their Financial Contributions for any purpose other than those provided for under this Agreement.

The Chair person's allowance

5.10 The annual allowance payable to the person appointed to chair the LSAB shall be paid from the Pooled Fund.

Support staff

- 5.11 The annual direct costs, which shall include salaries and any future redundancy costs, of any support staff appointed to assist in the administration of the LSAB, shall be paid from the Pooled Fund.

External Staff

- 5.12 The annual costs of any external staffs appointed to assist the LSAB in meeting its statutory obligations shall be met from the Pooled Fund.

Funding For LSAB Sub-Committees

- 5.13 Each of the LSAB sub-committees will be allocated a proportion of the pooled fund to carry out the day to day operational functions of the LSAB.

Safeguarding Adults Reviews

- 5.14 Safeguarding Adults reviews are to be financed from the Pooled Fund. Calculations for the Financial Contributions of the Partners have been based on an estimation of one or two safeguarding adults reviews needing to be carried out per annum. If it is necessary in any financial year to carry out more than one or two safeguarding adults reviews then an overspend is highly probable and in such situations clause 7 of this agreement will be adhered to.

Financial Contribution Payment Schedule

- 5.15 The Council shall invoice each of the other Partners once a year in advance for their Financial Contributions in respect of their Financial Contributions The invoice shall be sent to the Partners in the first two weeks of April and the Partners shall make payment within thirty (30) days of receipt of the invoice directly to the Council's nominated account using the BACS system.
- 5.16 The Council shall pay its Financial Contributions within thirty (30) days of each

forthcoming Quarter.

6. OVERSPEND AND UNDER SPEND

- 6.1 The Partners shall use all reasonable endeavours to ensure that the Functions and objectives of the LSAB are carried out within the Pooled Fund.
- 6.2 The Partners shall co-operate to ensure that adequate information is available to the Council and the LSAB for the management of the Pooled Fund in accordance with Clause 6, 7 and 8.

7. OVERSPEND

- 7.1 Without prejudice to Clause 6, the Partners shall keep each other informed of the budgetary position and of any projection that the Pooled Fund will be insufficient to meet projected or actual expenditure in any current Financial Year (an "Overspend") within five (5) Working Days of such projection being made.
- 7.2 Whenever an Overspend is projected, the Representatives of the Partners shall meet with the Pooled Fund Manager and discuss within a reasonable period of such Overspend being projected proposals for management of the Overspend. The Partners shall prepare a joint plan for the management of that projected overspend in order to achieve financial balance and the Partners shall keep the position under review. The Partners shall act in good faith and in a reasonable manner in agreeing the management of the Overspend.
- 7.3 If, notwithstanding the provisions of Clause 7.2, there is an Overspend at the end of the Financial Year the Representatives of the Partners shall meet with the Pooled Fund Manager and identify the reasons for the Overspend and must demonstrate that the Overspend was projected at the earliest opportunity and that all reasonable endeavours have been made to rectify such Overspend.

7.4 The Partners shall meet such Overspend in the percentages equal to their Financial Contributions.

8. UNDER SPEND

8.1 The Partners shall keep each other informed of any projection that an under spend will occur in any Financial Year and shall provide the other with proposals for the management of such under spend.

8.2 The use of any under spend at the end of the Financial Year shall be determined by the LSAB.

8.3 The provision in Clause 8.2 shall not apply to any under spend incurred in the last Financial Year of the Agreement in which event the under spend shall be returned to the Partners in the percentages equal to their Financial Contributions.

9. CAPITAL EXPENDITURE

9.1 The Pooled Fund shall not be applied towards any capital expenditure without the prior written agreement of the LSAB.

10. VAT

10.1 The Partners shall agree the treatment of the Arrangements for VAT purposes shall be in accordance with the Council's VAT regime.

11. AUDIT AND RIGHT OF ACCESS

11.1 The Council shall promote a culture of probity and sound financial discipline

and control. The Council Representative shall arrange for the audit of the accounts of the Pooled Fund and shall make arrangements for the external Auditor appointed by the LSAB to certify an annual return of those accounts under Section 28(1) of the Audit Commission Act 1998.

11.2 All internal and external auditors and all other persons authorised by the Partners will be given the right of access by them to any document, information or explanation they require from any employee, member or contractor of the Partner in order to carry out their duties. This right is not limited to financial information or accounting records. If any person is concerned about giving access to non-financial information, he/she may request a discussion with the senior officer of the person requesting the information such as the Internal Auditor or Senior External Auditor before it is disclosed.

11.3 The right of access under Clause 11.2 applies equally to premises or equipment used in connection with the Functions covered by this Agreement. Access may be at any time with reasonable notice.

11.4 The Council Representative shall provide a copy of the audited accounts and annual returns to the LSAB and the Board Partners' Representatives upon its availability.

12. OBLIGATIONS OF THE PARTNERS

12.1 The Council and the Board Partners shall observe the terms of the constitution attached at Schedule 4 and meet its requirements when carrying out the Arrangements, Functions, aims and objectives, and activities of the LSAB.

12.2 The Board Partners shall use their best endeavours to promptly make payment of their Financial Contributions when requested by the Council. The Council shall use its best endeavours to meet its financial obligations under this Agreement.

13. OPERATIONAL AND GOVERNANCE ISSUES

13.1 Standards of Conduct

13.1.1 The Partners will comply and will ensure the Arrangements comply with the constitution attached at Schedule 5, all statutory requirements, guidelines, national, local and other guidance on conduct and probity and to ensure good corporate governance which applies to the Council and the Board Partners (including the Council's and the Board Partners respective Standing Orders and Standing Financial Regulations).

13.2 Equality and Equal Opportunities

13.2.1 The Partners are committed to an approach to equality and equal opportunities as represented in their respective policies.

14. CONFLICTS OF INTEREST

14.1 The Partners shall develop policies for identifying and managing conflicts of interest.

15. NON COMPLIANCE

15.1 Issues of non-compliance will, in the first instance, be referred to the Chair of the LSAB who will investigate and attempt to reach satisfactory resolution through discussion with the representative of the Partner concerned. In the event of satisfactory resolution not being reached, the matter will be referred back to the Chief officer responsible to the Partner, to the relevant inspectorate,

and, if necessary, to the relevant government Department in accordance with paragraph.

16. COMPLAINTS AND DISPUTES

16.1 The LSAB shall act as a collaborative and co-operative body and not discriminate against any section of society or unduly favour any Partner to the detriment of other Partners.

16.2 The LSAB shall resolve any complaints, disputes or problems arising from the way the LSAB delivers its Functions or carries out its operations at its Board meeting. Where a complaint, dispute or problem cannot be resolved by the Board, the following process should be followed and minutes taken:-

Stage 1: The parties who are in dispute shall meet with the Chair of the Board, the LSAB Manager and the Professional Advisor who will assist in finding or recommending a solution.

Stage 2: A special meeting of the Board is convened, with papers prepared by the parties representing different views. The Chair and the Professional Advisor also prepare a paper offering possible options for resolution. If the problem is not resolved, the dispute is referred to Stage 3.

Stage 3: If the issue is not resolved then guidance or clarification will be sought from the relevant Government Department.

16.3 Complaints from members of the public in relation to the provision or non-provision of adult social care services by the Council shall be handled by the Council's Complaints Procedure.

16.4 The Board shall refer all other complaints, disputes or problems in relation to the provision or non-provision of services by a Board Partner to the Board Partner's own internal complaints handling process.

17. OMBUDSMAN

17.1 The Partners will co-operate with any investigation undertaken by the Ombudsman in connection with the Arrangements.

18. INFORMATION SHARING

18.1 The Partners will follow and ensure that the Arrangements comply with all legislation regulations and guidance on information sharing produced by the Government.

19. CHANGES IN LEGISLATION

19.1 The Partners shall review the operation of the LSAB, the Arrangements and all or any procedures or requirements of this Agreement on the coming into force of any relevant statutory or other legislation or guidance affecting the Arrangements so as to ensure that the Arrangements comply with such legislation.

20. ISSUES OF CONCERN

20.1 Any Partner may request a meeting of the LSAB or the Council outside of the usual Board meeting dates to be held as reasonably practicable where that Partner has an issue of concern with the Arrangements which in its view would most appropriately be dealt with by the LSAB or the Council.

21. TERMINATION

21.1 Any Partner may by written notice to the LSAB terminate their interest in this

Agreement if:

21.1.1 as a result of any change in law or legislation it is unable to fulfil its obligations hereunder;

21.1.2 its fulfilment of its obligations hereunder would be in contravention of any guidance from any Secretary of State issued after the date hereof;

21.1.3 its fulfilment of its obligations would be ultra vires;

and the LSAB and the Partners are unable to agree a modification or variation to this Agreement so as to enable the Board Partner to fulfil its obligations in accordance with law and guidance.

21.2 In the case of notice pursuant to Clause 21.1.1 and 21.1.2 the Agreement shall be varied to remove the relevant Partner after such reasonable period as shall be specified in the notice having regard to the nature of the change referred to in Clause 21.1.1 or the guidance referred to in Clause 21.1.2 as the case may be. In the case of notice pursuant to Clause 21.1.3 the variation to the Agreement shall become effective after such time as is specified in any notice provided by the Board Partner requesting the termination of their interest to the Agreement.

21.3 Any Partner may by not less than six (6) months written notice given to the LSAB notice to terminate their interest in this Agreement if: -

21.3.1 for budgetary reasons, that Partner is no longer able to contribute sufficient resources to the Arrangements; or

21.3.2 that Partner is of the reasonable opinion that in light of the other Partners' proposed financial contribution their continued interest in the Arrangements are no longer viable.

21.3.3 that Partner is unable to resolve a dispute in respect of the

Arrangements.

21.4 Following termination of a Partners interest in this Agreement for whatever reason, this Clause and 11 (Audit Rights), 17 (Ombudsman), 21 (Termination), 22 (Winding Down on Termination), 23 (Confidentiality), 24 (Waivers), 30 (Entire Agreement), 26 (Governing Law), 28 (Transfers), 32 (TUPE), and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of this Agreement. In addition, any other provision of the Agreement which by its nature or implication is required to survive the termination or expiry of this Agreement shall do so.

22. WINDING DOWN ON TERMINATION

22.1 In the event that this Agreement is terminated the Partners agree to co-operate to ensure an orderly wind down of the activities of the LSAB as set out in this Agreement and the following provisions shall (unless agreed otherwise by the Partners) have effect:

22.1.1 The Partners shall make available to each other the records and information relating to the Functions.

22.1.2 The Pooled Fund Manager shall be dealt with in accordance with the policies and procedures of the employing Partner, copies of which shall be provided to the Council Representative upon request.

22.1.3 The Council and the Partners shall be liable, in accordance with the percentages of their Financial Contributions, for all redundancies which occur as a result of the termination of the Agreement and the Arrangements.

22.2 In the event of a dispute in relation to any of those matters referred to in this Clause 22, the dispute procedure as set out in Clause 16 shall apply.

22.3 The Partners shall be liable, in the proportion of their Financial Contributions, for any un-quantified liabilities in relation to the Arrangements as at the date of determination and post termination which is not funded by the Pooled Fund.

Termination Reconciliation

22.4 The Partners agree to return any funds remaining in the Pooled Fund to the Council and the Partners, in the percentages contributed, when the Agreement is terminated or expires after adjusting for amounts due from the Partners under this Agreement as at the date of termination.

23. CONFIDENTIALITY

23.1 Local Safeguarding Adults Boards are deemed not to be Public Authorities by the Ministry of Justice extension to the Freedom of Information Act 2000 and are exempt from requests for any disclosure of information under the Freedom of Information Act 2000.

23.2 Each Partner shall at all times during the continuance of this Agreement and after its termination to keep confidential all documents or papers which it receives or otherwise acquires in connection with the Arrangements. For the avoidance of doubt this clause will also cover confidential information relating to any client or service user of any party and shall not affect the rights of any workers under Section 43 A-L of the Employment Rights Act 1996.

23.3 The Partners agree to provide or make available to each other sufficient information concerning their own operations and actions in relation to the Arrangements only and concerning service user information (including material affected by the Data Protection Act in force at the relevant time) to enable efficient operation of the Agreement.

23.4 The Partners will ensure that the Arrangements comply with all relevant data protection legislation regulations and guidance and that the rights of access by service users to their data are observed.

24. WAIVERS

24.1 The failure of any Partner to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed to be a waiver of any such provision and shall in no matter affect the right of that Partner thereafter to enforce such provision.

24.2 No waiver in any one or more instances of a breach of any provision hereof shall be deemed to be a further or continuing waiver of such provision in other instances.

25. ENTIRE AGREEMENT

25.1 The terms herein contained together with the contents of the Schedules constitute the complete agreement between the Partners with respect to the subject matter hereof and supersede all previous communications representations understandings and agreement and any representation promise or condition not incorporated herein shall not be binding on the Partners.

25.2 No agreement or understanding varying or extending or pursuant to any of the terms or provisions hereof shall be binding upon the Partner unless in writing and signed by a duly authorised officer or representative of the Partners.

26. GOVERNING LAW

26.1 This Agreement shall be governed by and construed in accordance with English Law.

27. SEVERANCE

27.1 If any provision of this Agreement becomes or is declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such unenforceability shall in no way impair or affect any other provision of this Agreement all of which will remain in full force and effect.

28. TRANSFERS

28.1 The Partners may not assign mortgage transfer sub-contract or dispose of this Agreement or any benefits and obligations hereunder without the prior written consent of the other except to any statutory successor in title to the appropriate statutory functions.

29. NO PARTNERSHIP

29.1 Nothing in this Agreement shall create or be deemed to create a legal partnership or the relationship of employer and employee between the Council and the Board Partners.

30. NOTICES

30.1 Any notice of communication shall be in writing.

30.2 Any notice or communication to the relevant Partner shall be deemed effectively served if sent by registered post or delivered by hand at an address set out above and marked for Partner's Representative or to such other addressee and address notified from time to time to the Partner.

30.3 Any notice served by delivery shall be deemed to have been served on the date it is delivered to the addressee. Where notice is posted it shall be

sufficient to prove that the notice was properly addressed and posted and the addressee shall be deemed to have been served with the notice 48 hours after the time it was posted.

31. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

31.1 Unless the right of enforcement is expressly provided, no third party shall have the right to pursue any right under this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

32. TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006

32.1 In the event of termination or expiry of the Arrangements, the LSAB, and the Partners agree to meet within a reasonable time prior to termination or expiry to discuss and consider whether the effects of the Transfer of Undertaking (Protection of Employment) Regulations 2006 will apply and the actions to be taken to address any issues arising.

33. INDEMNITY

33.1 Subject to the exclusions in clause 33.2, each Party (the “Defaulting Party”) shall be liable for and shall indemnify each other Party against any expense, liability, loss, claim or proceedings whatsoever (“losses”) suffered by each other Party which may arise out of or in the course of or by reason of any breach of contract, tort, breach of statutory duty, misrepresentation, misstatement, or default of the Defaulting Party or its personnel in the performance, non-performance or part-performance of this Agreement.

33.2 The Defaulting Party is not responsible for and shall not indemnify the other Parties for losses to the extent that such losses are caused by the negligence of any other Party or Parties.

34. VARIATIONS TO THE AGREEMENT

Any variation to the Agreement proposed by a Partner shall be agreed with the LSAB and evidenced in writing.

IN WITNESS whereof the Parties have executed this Agreement as a Deed the day and year first above written

THE COMMON SEAL of the
SOUTHAMPTON CITY COUNCIL
was hereunto affixed in the presence of:

Authorised Signatory	Signature
	Name IN CAPITALS

**SIGNED for and on behalf of
SOUTHAMPTON CITY CLINICAL COMMISSIONING GROUP**

By:

Authorised Signature of Southampton City Clinical Commissioning Group:	Name in CAPITALS:
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Signature of Witness:	Name IN CAPITALS: Occupation: Date:
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**SIGNED for and on behalf of
HAMPSHIRE CONSTABULARY**

By:

Authorised Signature of Hampshire Constabulary:	Name in CAPITALS:
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Signature of Witness:	Name IN CAPITALS: Occupation: Date:
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**SIGNED for and on behalf of
NATIONAL PROBATION SERVICE**

By:

Authorised Signature of National Probation Service:	Name in CAPITALS:
---	-------------------

Signature of Witness:	Name IN CAPITALS: Occupation: Date:
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SCHEDULE 1

LIST OF AUTHORITIES

Southampton City Council

Southampton City Clinical Commissioning Group

Hampshire Constabulary

National Probation Service

SCHEDULE 2

PARTNERS CONTRIBUTIONS IN THE FINANCIAL YEAR

Financial contributions

Agency	Estimated Financial Contribution 2015/2016 (£)	Financial Contribution As A Percentage Of The Total Budget (%)
Southampton City Council	64,480	62%
Southampton Clinical Commissioning Group	27,040	26%
Hampshire Constabulary	10,400	10%
National Probation Service	2,080	2%
TOTAL	£104,000	100%

SCHEDULE 3

INFLATION

The mechanism used for calculating inflation is as follows:

The financial contributions shall be increased with effect from the 1st April each year of the Agreement Period , by a percentage equal to the percentage increase in the General Index of Retail Prices (all items) over the period October to October of the previous year, and a percentage equal to the percentage increase awarded by the National Joint Council (NJC) for England and Wales to Local Government employees in April the preceding year, in the proportions of four tenths of the Retail Price Index and six tenths of the NJC award. The resulting percentage will be rounded up or down to the nearest tenth of one per cent for ease of application.

SCHEDULE 4