

Agreement

1. This Agreement is dated _____ day of _____ 20__.

Parties to the Agreement

2. The parties to this Agreement are:
- a. The Mayor and Burgesses of the London Borough of Lewisham, Town Hall, Catford, London SE6 4RU, hereafter referred to as Lewisham Library and Information Service.
 - b. Name and address of organisation and registered organisation number: hereafter referred to as the Host Organisation.

Background

3. The parties to this Agreement intend to collaborate for the provision of Library services by Lewisham Library and Information Service within the _____ building, hereafter referred to as the Building.
4. The parties to this Agreement have agreed to enter into this Agreement in order to set out the overall relationship between them in relation to the provision of Library services within the Building.

Definitions and Interpretation

5. In this Agreement the following words and expressions shall have the following meanings:

Best Practice means all guidance, codes of practice, professional standards or guidance on professional standards issued by government departments, government agencies or professional bodies and relevant to this Agreement.

CEDR means the Centre for Effective Dispute Resolution.

Commencement Date means the date of this agreement.

Dispute shall bear the meaning ascribed to it by Clause **61**.

Legislation means all relevant acts of Parliament and statutory regulations, instruments or orders, governmental or statutory guidance or codes of practice compliance with which is obligatory, by-laws and directives and all applicable European community legislation, which may be in force from time to time and as may be re-enacted, amended or interpreted from time to time.

Lewisham Library and Information Service means all Stock, shelving, furniture, IT equipment and any other items or equipment used at the Building from time to time for the provision of Library services

Equipment

Mediator	shall bear the meaning ascribed to it in Clause 63a.
Parties	means the parties to this Agreement and “Party” shall be construed accordingly.
Stock	means all books and other items as required for the provision of Library services

6. Unless the context otherwise requires, words in the singular may include the plural and vice versa.
7. Words importing individuals shall be deemed also to include reference to incorporated and unincorporated associations and vice versa.
8. Words importing the masculine shall be deemed also to include the feminine and vice versa.
9. Headings are included for ease of reference only and shall not affect the construction of this Agreement.
10. Any reference to any Clause or Schedule is, except where it is expressly stated otherwise, a reference to a Clause of or Schedule to this Agreement, and a reference to a paragraph is to the relevant paragraph of the Schedule in which it appears.
11. All references to a statutory provision shall be understood as including references to any statutory modification, consolidation, amendment or re-enactment (whether before or after the date of this Agreement) of such statutory provision and to all statutory instruments or orders made pursuant to such statutory provisions for the time being in force.
12. Any references to a “month” or “day” shall be to a calendar month or day respectively.
13. The Parties have had the opportunity to take legal advice and no legally binding term shall be construed contra proferentem.
14. Except where the context otherwise requires words preceding ‘include’, ‘includes’, ‘including’ and ‘included’ shall be construed without limitation by the words which follow those words.
15. This Agreement may be entered into by the Parties in any number of counterparts. Each counterpart shall, when signed, be regarded as an original, and all the counterparts shall together constitute one and the same instrument.

Fundamental Purpose

16. This Agreement describes the relationship between the Host Organisation and the Lewisham Library and Information Service, in relation to the provision of Library services from the Building.
17. Library services to be delivered from the Building by Lewisham Library and Information Service in accordance with this Agreement and supported by the Host Organisation are an integral part of the service provided by Lewisham Library and Information Service.

Commencement and Duration

18. This Agreement shall take effect from the Commencement Date and shall continue in full force and effect unless and until it is terminated.

General responsibilities of both parties

19. Each Party will co-operate in a spirit that is honest and open.
20. Each Party will only be liable for its own acts and omissions.
21. Each Party is required to act only within its powers and constitution and each shall solely be liable for any breach of this requirement.

General responsibilities of the Host Organisation

22. The Host Organisation is responsible for the standards and quality of its provision and for all services to its users, clients and partners and will comply with all Legislation and Best Practice as are relevant to this Agreement.
23. The Host Organisation will advise Lewisham Library and Information Service in advance of any proposed changes affecting standards, quality, resources, or access associated with the provision stated in the section "Arrangements" below. Lewisham Library and Information Service will have the right to review the terms and conditions of this Agreement to reflect any such changes.
24. The Host Organisation will advise Lewisham Library and Information Service of any developments that impact on the provision in the section "Arrangements" below. Lewisham Library and Information Service will have the right to review the terms and conditions of this Agreement to reflect any such developments.
25. The Host Organisation will make the information provided by Lewisham Library and Information Service (see Clause 28 below) available to users, clients and partners as applicable. If the Host Organisation provides additional information, written or verbal, to users, clients and partners, it shall provide details to the Lewisham Library and Information Service as soon as possible.
26. The Host Organisation acknowledges that the Lewisham Library and Information Service Equipment within the Building remains the property of Lewisham Library and Information Service unless explicitly indicated in writing by Lewisham Library and Information Service.

General responsibilities of Lewisham Library and Information Service

27. Lewisham Library and Information Service is responsible for the standards and quality of its provision and for all services it provides to its users, clients and partners.
28. Lewisham Library and Information Service will provide the Host Organisation with information describing relevant services, opportunities, and support for users, clients and partners of the Lewisham Library and Information Service.
29. Lewisham Library and Information Service will advise the Host Organisation in advance of any proposed changes affecting standards, quality, resources, or access associated with the provision stated in the section "Arrangements" below.
30. Lewisham Library and Information Service will advise the Host Organisation of any developments that impact on the provision stated in the section "Arrangements" below.
31. Lewisham Library and Information Service will monitor the services provided to users, clients and partners as applicable, using its standards and quality procedures. Reports will be submitted by Lewisham Library and Information Service annually and periodically to the relevant agents with responsibility for the monitoring of Library provision. The Lewisham Library and Information Service will send copies of the relevant sections of these reports to the Host Organisation.

Arrangements

32. The Host Organisation will
- a. allow free access to the Building to the Lewisham Libraries and Information Service and all persons authorised by it and to all persons wishing to make use of the available Library services at the Building.
 - b. allocate sufficient and suitable space within the Building for the adequate storage of Stock as required by Lewisham Library and Information Service
 - c. guarantee that the Stock is on open shelves or otherwise accessible without hindrance and that it is kept safe and secure at all times.
 - d. guarantee regular minimum opening hours as specified in Schedule 1.
 - e. provide space and facilities for Lewisham Library and Information Service Equipment to be installed, maintained and accessed as required by the Lewisham Library and Information Service.
 - f. facilitate access to its premises for activities connected to the provision of Library services, including homework clubs, reading groups, storytimes, and others that will be developed in the future.
 - g. participate in reading development initiatives such as Chatterbooks, Bookstart, Bookcrawl, Summer Reading Challenge, Six Book Challenge, Black History Month and World Book Day and others that will be developed in the future.
 - h. support and facilitate class visits, homework clubs, reading groups and author visits and exemplify the role of Libraries as welcoming public spaces.
 - i. regularly provide quantitative and qualitative statistical information to Lewisham Library and Information Service about usage of the Library services.
 - j. allow its staff and volunteers to receive relevant training in current, relevant Library practices that will be delivered by the Lewisham Library and Information Service.
 - k. support the current and future Library services to users through their premises, including the placement of requests and the collection of requested books from the premises.
 - l. develop a comprehensive safeguarding policy for children and vulnerable adults and review it from time to time to ensure that it complies with Legislation and Best Practice and provide a copy (and any reviewed policy from time to time) to the Lewisham Library and Information Service, and ensure that its staff and volunteers comply with that policy and all legal requirements for the safeguarding of children and vulnerable adults.
 - m. ensure that its staff and volunteers are suitably trained in the use of any equipment, machinery and systems used by them.
 - n. ensure that its staff and volunteers abide by the standards, rules and regulations established by the Host Organisation for its own staff including all safety and other regulations, and that they maintain good order and do not engage in behaviour or activities which would be contrary or detrimental to the interests of Lewisham Library and Information Service or offensive to any persons wishing to make use of the available Library services at the Building.

- o. take all necessary steps for the proper protection of its staff and volunteers, and of persons wishing to make use of the available Library services at the Building and any other persons at the Building.
 - p. maintain a health and safety policy and review it from time to time to ensure that it complies with Legislation and Best Practice and ensure that its staff and volunteers abide by its health and safety policy and provide a copy of its health and safety policy (and any reviewed policy from time to time) to the Lewisham Library and Information Service.
 - q. provide adequate first aid equipment at the Building and ensure that a suitable proportion of its staff and volunteers have first aid qualifications and know how to use the first aid equipment and where it is kept.
 - r. keep the Building supplied with adequate fire fighting equipment and carry out fire drills regularly and ensure that its staff and volunteers co-operate in such drills and are aware of how to use any fire fighting equipment at the Building.
33. The Lewisham Library and Information Service will support the Host Organisation by
- a. providing up to date, relevant and appropriate Stock, as defined by Lewisham Library and Information service.
 - b. delivering professional input on the quality of the Stock and services available
 - c. organising activities and book promotions
 - d. training the Host Organisation staff and volunteers as relevant and appropriate, and
 - e. offering technical services, including, but not limited to, online information resources, online catalogue.
34. The Lewisham Library and Information Service will not provide any Library staff, whether in a management capacity or as an ongoing professional presence, at the Building.
35. The level of staffing support provided by Library staff to the Building will be determined by the level and nature of the Library programmes, and will not include a guaranteed number of hours for the Building.
36. The Lewisham Library and Information Service will:
- Stock acquisition, management, and promotion
- a. continue to support the acquisition of quality, relevant Stock for the users of the Building. Lewisham Library and Information Service standards and procedures will apply for selecting, acquiring, and promoting the Stock. For example, the Lewisham Library and Information Service will select the Stock based on usage, add it to the catalogue, and deliver it to the Building.
 - b. be responsible for analysing the usage of the Stock, maintaining it in serviceable condition, and withdrawing it at the end of its shelf life.
 - c. manage the movement of Stock to and from the Building.
- Reader development for children and adults
- d. support reading groups for all ages, and will engage with the Host Organisation in developing reading initiatives which specifically meet the

needs of the community and complement the other activities and services being run from the building.

Information and reference, digital offer, and learners support

- e. extend its digital reference collection and its collection of eBooks and eAudio books.
- f. train Host Organisation staff in the basic use and promotion of Library resources (e.g. online Library catalogue), will inform the Host Organisation about upcoming initiatives (e.g. Summer Reading Challenge), and will work to develop new initiatives with them that aim to promote reading, support learning, and access information.
- g. maintain the technical infrastructure, hardware and software needed for the satisfactory operation of self-service terminals, where installed, and will provide access to other technical solutions and products as applicable.

Review of the Arrangements

37. The parties will meet at not less than six monthly intervals to review the provision stated in the section "Arrangements" above, the location and timing of such review meetings to be agreed between the Parties.
38. Any changes to the responsibilities of the Host Organisation at Clause 32 will be subject to the agreement of the Host Organisation.
39. Lewisham Library and Information Service may vary or withdraw any of the responsibilities of Lewisham Library and Information Service at Clauses 33 and 36 at any time on giving notice to the Host Organisation provided that it has first given the Host Organisation a reasonable opportunity to review, consider and comment on any proposed variation or withdrawal and has considered any representations made by the Host Organisation regarding the proposed variation or withdrawal (which must be notified to Lewisham Library and Information Service by the Host Organisation within a reasonable period of time following details of the proposed variation or withdrawal being given to the Host Organisation by Lewisham Library and Information Service) before the variation or withdrawal takes place.

Provision of information

40. Each Party will maintain proper records relating to their responsibilities and obligations under this Agreement.
41. Each Party will provide information necessary, and as reasonably requested by the other Party to enable the effective operation and development of the collaboration.
42. Each Party is required to act within its powers and constitution.

Complaints

43. The Host Organisation must:
 - a. have in place appropriate written procedures and information for informing users of the Building on how to make a complaint in the first instance, and failing a satisfactory outcome, how to take the complaint further.
 - b. if any person makes a complaint, then subject to Clause 44, immediately investigate the complaint and take such corrective action as is appropriate. The appropriate procedure must be followed in any child

protection matters and all child protection matters are to be reported immediately to Lewisham Library and Information Service.

- c. record all complaints of any nature, received from whatever source, in a register kept for that purpose, which may, subject to the provisions of the Data Protection Act 1998 and any other applicable Legislation, be inspected by the Lewisham Library and Information Service at any reasonable time for any reasonable purpose
 - d. if following the conclusion of the Host Organisation's complaints procedures, a complainant is not satisfied with the outcome of the Host Organisation's investigation provide Lewisham Library and Information Service with an explanation of the decisions taken in respect of such complaint.
44. Any complaint made to the Host Organisation relating to the provision of Library services by Lewisham Library and Information Service within the Building is to be referred immediately to the Council's Complaints Unit by the Host Organisation. The Host Organisation shall where necessary provide reasonable assistance to Lewisham Library and Information Service in relation to any complaint.

Communication and co-ordination

45. Each Party will designate a member of its staff as Link Co-ordinator. Each Link Co-ordinator will:
- a. Be the formal point of contact between the Parties
 - b. Be required, and authorised to consult, report and seek approvals of the relevant bodies or office holders within their organisation on all matters associated with the collaboration.
 - c. Provide prompt responses to all communications received from the other Link Co-ordinator.
46. Either Party may change its designated Link Co-ordinator. Any such change should be communicated to the other Party's Link Co-ordinator in advance of the change taking effect.

Financial arrangements

47. Neither Party may incur, commit or authorise financial expenditure on behalf of the other.
48. Each Party will be responsible for its own costs associated with any activities relating to this Agreement.

Intellectual property considerations

49. All background intellectual property being intellectual property in existence prior to the Agreement and owned by a Party shall remain the property of that Party and shall not be used other than for the purposes of the Agreement without the express permission of the owning Party.
50. All foreground intellectual property being intellectual property that arises from work undertaken under the Agreement shall be owned by the Party responsible for its creation.

Publicity and promotional material

51. Neither Party may use the institutional name or logo of the other without prior written approval. Such approval will require submission of draft copy and a

listing of proposed destinations of the publicity. If the proposed publicity is not in the English language, an authorised translation shall be provided.

52. Either Party may make reference to the existence of this collaboration provided such reference clearly describes the nature and extent of the collaboration and does not make misleading claims or comments regarding standards, quality or services.

Data Protection

53. Each Party shall ensure that, so far as applicable, it complies with all relevant provisions and principles of the Data Protection Act 1998 and the London Borough of Lewisham's Data Protection Policies and Practices.

Equal Opportunities

54. The Host Organisation shall not wilfully or knowingly treat any person less favourably than another person by reason only of his or her age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation in any recruitment, training, promotion, the delivery of goods or services or otherwise and shall use all reasonable endeavours to follow Best Practice and comply with Legislation in relation to equal opportunities and to the extent that it is not inconsistent with the foregoing the Host Organisation's equal opportunities policy.

Termination

55. Either Party may terminate this Agreement at any time by giving 12 (twelve) months notice of their intention to do so.
56. Without prejudice to its rights under Clause 57 below, the Lewisham Library and Information Service shall have the right to require repayment of a proportionate part of any one off payment in the event of termination of this Agreement by the Host Organisation within 2 years from the Commencement Date.
57. The termination of this Agreement by a Party shall be without prejudice to any rights and remedies of the Parties accrued before such termination and nothing in this Agreement shall prejudice the right of either Party to recover any amount outstanding at such termination.

Insurance

58. The Host Organisation shall take out and maintain with reputable insurers such policy or policies of insurance as may be reasonably necessary and are commonly available in the market place at commercially reasonable rates to insure the Host Organisation against all risks reasonably anticipated by a prudent company including (without limitation) in respect of the following risks:-
 - a. Public and Third Party Liability, such insurance cover being in an amount of not less than £5,000,000 (five million pounds) with a minimum of £2,000,000 (two million pounds) in respect of each and every claim;
 - b. Employers' liability including (without limitation) in respect of personal injury or death of any person arising under a contract of services with the Host Organisation and/or arising out of an incident occurring during the course of such person's employment in compliance with the Employer's Liability Act 1969; such insurance cover shall not be less than £10,000,000 (ten million pounds) with a minimum of £2,000,000 (two

million pounds) in respect of each and every claim in respect of any one incident;

59. The Host Organisation shall on reasonable request by the Lewisham Library and Information Service from time to time (but not more frequently than once every six months) make available for inspection by Lewisham Library and Information Service documentary evidence that all policies of insurance effected under Clause 58 are being maintained in accordance with Clause 58.
60. The Host Organisation shall promptly notify Lewisham Library and Information Service of any cancellation or non-renewal of any such policy and shall provide to Lewisham Library and Information Service no later than 28 (twenty eight) days after the end of each year of the Contract a summary of all insurance claims notified or made during the preceding year. Upon reasonable request in writing the Host Organisation shall provide to Lewisham Library and Information Service information relating to insured risks.

Dispute Resolution and Expert Determination

61. In the event that any dispute or difference (a "Dispute") arises between the parties to this Agreement in connection with this Agreement, the Parties shall, in the first instance, use all reasonable endeavours to resolve it amicably between themselves. If the Dispute is not resolved the matter shall be referred for resolution by a group comprising a named Director of organisation and the Executive Director of Community Services (London Borough of Lewisham) to this Agreement advised by their respective staff as applicable.
62. In the event that the Dispute cannot be resolved in accordance with Clause 61 the matter shall be referred to mediation in accordance with Clauses 63 to 68 (inclusive).
63. The procedure for mediation shall be as follows:
 - a. a neutral adviser or mediator ('the Mediator') shall be chosen by Agreement between the Parties or, if they are unable to agree upon the identity of the Mediator within ten (10) working days after a request by one party to the other(s), or if the Mediator agreed upon is unable or unwilling to act, any Party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to the other Party that he is unable or unwilling to act, apply to the CEDR to appoint a Mediator;
 - b. the Parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. The Parties may at any stage seek assistance from the CEDR to provide guidance on a suitable procedure.
64. Unless otherwise agreed by the Parties, all negotiations connected with the dispute and any settlement Agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
65. In the event that the Parties reach Agreement on the resolution of the dispute, the Agreement shall be reduced to writing and shall be binding on both parties once it is signed by the parties.
66. Failing Agreement, any party to the Dispute may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be

provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Agreement without the prior written consent of both Parties.

67. The Parties shall each bear their own costs in relation to any reference made to the Mediator and the fees and all other costs of the Mediator shall be borne jointly in equal proportions by the Parties.
68. In the event that the Parties fail to reach Agreement in the structured negotiations within forty (40) Working Days of the Mediator being appointed, or such longer period as may be agreed, then any dispute or difference between them may be referred by either Party to the exclusive jurisdiction of the Courts of England and Wales otherwise.

Costs

69. Each party shall pay its own costs and expenses incurred in negotiating, preparing and executing this Agreement.

Assignment

70. The Host Organisation may not assign the whole or any part of this Agreement, charge, create securities, create a trust or do or omit to do anything which could result in the creation of a trust over this Agreement or otherwise deal with its rights or obligations arising under this Agreement or any part thereof to any person without Lewisham Library and Information Service's prior written consent which consent Lewisham Library and Information Service shall be absolutely entitled to withhold and any such consent must be sought in writing
71. The Host Organisation may not sub-contract the whole or any part of this Agreement to any person without Lewisham Library and Information Service's prior written consent which consent Lewisham Library and Information Service shall be absolutely entitled to withhold and any such consent must be sought in writing.
72. Lewisham Library and Information Service may transfer all of its rights and liabilities under this Agreement to another body which is or will be after the assignment carrying on the functions of Lewisham Library and Information Service to which the assignment relates.

Variation

73. Subject to Clause 39 any variation to this Agreement may only be made by a written variation duly signed by both Parties.

No Partnership

74. Nothing in this Agreement is to constitute or be deemed a partnership within the Partnership Act 1890, the Limited Partnerships Act 1907, Limited Liability Partnerships Act 2000 or any other Legislation concerning partnerships or limited liability partnerships.

General

75. A notice required or permitted to be given by either Party to the other Party shall be in writing addressed to that other Party at its offices or such other address as may at the relevant time have been notified under this provision to the Party giving the notice.
76. This Agreement shall be governed by the laws of England and the Parties agree to submit to the exclusive jurisdiction of the English courts.

- 77. Any waiver of any breach of, or any default under, any of the terms of this Agreement will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of this Agreement.
- 78. This Agreement together with any additional lease paperwork constitutes the entire agreement between the Parties relating to the subject matter of this Agreement. This Agreement supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this Clause shall not exclude liability in respect of any fraudulent misrepresentation.
- 79. Unless expressly provided to the contrary, it is agreed that this Agreement shall not, and the Parties do not intend to confer any benefit upon any third party which is enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 80. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.

Accepted and agreed for and on behalf of London Borough of Lewisham

Signature.....

Name

Position

Date

Accepted and agreed for and on behalf of _____.

Signature.....

Name

Position

Date

Schedule 1:

Opening Hours

The Host Organisation will ensure that community library facility is open at the following times:

Forest Hill Library

Monday	9am-7pm
Tuesday	9am-8pm
Wednesday	9am-7pm
Thursday	9am-8pm
Friday	9am-7pm
Saturday	9am-5pm
Sunday	10am-4pm

Manor House Library

Monday	9am-7pm
Tuesday	9am-7pm
Wednesday	9am-7pm
Thursday	9am-7pm
Friday	9am-7pm
Saturday	9am-6pm
Sunday	10am-4pm

Torridon Road Library

Monday	9am-5pm
Tuesday	9am-7pm
Wednesday	Closed
Thursday	9am-7pm
Friday	9am-1pm
Saturday	9am-5pm
Sunday	closed

Torridon Road currently closes daily for lunch between 1-2pm

The Host Organisation will also provide additional access to the facility at other times by arrangement. This access may include class visits and sessions for pre-school children.