

New Forest National Park Authority
and
New Forest Ninth Centenary Trust

Agreement setting out the basis of the Association between
New Forest National Park Authority and New Forest Ninth Centenary Trust
2012-2015

Draft

This Agreement is dated the _____ 2012 and sets out the terms on which the New Forest Ninth Centenary Trust (“the Trust”) of The New Forest Centre, Lyndhurst, Hampshire, will provide services in association with the New Forest National Park Authority (“the Authority”) of Lymington Town Hall, Lymington, who will provide the funding contribution specified. Together, the Trust and the Authority will be referred to as “the Parties”.

1 Statement of Intent

- 1.1 Since 2007 the Trust via the New Forest Centre has provided an outsourced visitor centre capability to the Authority. Through the development of effective working practices and good working relationships, the Association has been recognised as a pioneering model of best practice within the National Park family. It is the intent that this relationship continues into the future.
- 1.2 The provision of the New Forest Centre, and this Agreement, help the Authority meet the objectives of its business plan in providing a resource to increase the understanding and enjoyment of the New Forest for visitors and local communities alike. The importance of this Agreement for the Authority is fully recognised.
- 1.3 The provision of funding greatly assists the Trust in providing a high level of service to its customers.
- 1.4 Good two-way working relationships have been developed at all levels between the trust and the Authority and it is the intent that both Parties continue to develop these relationships further across all disciplines e.g. education, interpretation, back office functions, research etc.
- 1.5 Notwithstanding financial constraints, it is the intention of both Parties to seek a sustainable approach to the relationship in the future, to the benefit of both Parties and the New Forest visitor.

There are specific areas where closer working may reap benefits to both Parties and it is the intention to investigate these further. Examples include education provision, exhibitions, income generation, building a New Forest Academy Community and interpretation of the special qualities of the National Park.

- 1.6 The Benefits and Indicators of Success in the table below do not represent obligations in respect of this Agreement, rather they are indicative of the intent of the Parties.

Benefits	Indicators of Success
Continued development of museum content and branding to reflect the Centre’s role as ‘the National Park Visitor Centre’	<ul style="list-style-type: none"> ▪ Content development that reflects National Park purposes e.g. relevant acquisitions or changes to displays. e.g. WW2 display as part of HLF project funding ▪ Branding that reflects the Centre’s role as the National

	<p>Park Visitor Centre e.g. signage, literature, staff badging</p> <ul style="list-style-type: none"> ▪ Regular reports through EMG on visitor numbers and levels of understanding and enjoyment of the special qualities of the National Park ▪ Working towards or achieving minimum standards expected of National Park Centres
An outreach programme that reaches new audiences and reflects the role of the Centre as the information hub of the New Forest	<ul style="list-style-type: none"> ▪ Attendance at major visitors attractions during peak visitor season ▪ Attendance at community days e.g. Volunteers Fair and other occasional events ▪ Hosting visits by Mosaic community champions ▪ Progressing the New Forest Academy
An events and exhibitions programme that features National Park themes	<ul style="list-style-type: none"> ▪ Joint events programme with visible National Park themes ▪ Special event for National Parks' Week ▪ A number of NPA curated exhibitions e.g. Open Art Exhibition and WW2
An education programme that features National Park themes	<ul style="list-style-type: none"> ▪ Joint education sessions with visible National Park themes ▪ Partnership working on themed educational events
Opportunity for a National Park Ranger to provide a visible presence for the National Park at the Centre	<ul style="list-style-type: none"> ▪ Agreed number of days when National Park ranger can be 'in residence' at the Centre ▪ Integration of ranger into Centre's offer
Agreement to co-operate in developing and running mutually beneficial income generation schemes	<ul style="list-style-type: none"> ▪ Continuation of retail small range of National Park branded items as required ▪ Assisting in the trial of new initiatives
Continuation of free entry for under-16s (underwritten by approximately £8k per annum of the National Park Authority funding)	<ul style="list-style-type: none"> ▪ Regular reports through EMG on impact of free entry for under-16s on visitor numbers

1.7 The Centre Management Group will continue as a means of implementing joint areas of work and ensuring good communication at officer level. This group has worked successfully over the period of the Agreement to implement projects such as interpretation and exhibitions and it is considered a vital tool in ensuring the Agreement is delivered effectively 'on the ground'.

2. Primary Objective of the Association

- 2.1 The primary objective of the Association is to develop and operate the New Forest Centre as an essential component of the New Forest visitor's experience, providing a sustainable, informative and enjoyable opportunity for all users, including educational audiences, to increase their understanding and enjoyment of their visit to the National Park, focusing on its natural beauty, wildlife and cultural heritage, with fully integrated local and visitor information services.
- 2.2 The Association covers the services provided or hosted by the Trust, including the New Forest Museum, New Forest Gallery, Christopher Tower Reference Library, education facilities/services and Gift Shop, but focuses mainly on interpretation and information, governance and management.

3 Duration

- 3.1 This Agreement has been in place since 1 July 2007. This updated version is to cover the period from 1 April 2012 until 31 March 2015.
- 3.2 The Parties expect to renew this Agreement for a further period commencing 1 April 2015 on such terms as they may then agree and at the absolute discretion of either Party.

4 Review and Amendments

- 4.1 The Parties have a working relationship that allows for regular liaison and discussion about the way in which the Agreement is developing and working. Development of the Partnership is managed through regular Executive Management Group meetings and two-way relationships between officers of the Authority and staff of the Trust. This Agreement and the manner in which the Parties are fulfilling their obligations may be more formally reviewed at the discretion of either or both Parties.
- 4.2 To be effective, any amendments or alterations to this Agreement will be recorded in writing and signed by both the Trust and the Authority.

5 Governance

- 5.1 The Executive Management Group ("the Group") steers and oversees the provision of services and other matters governed by the provisions of this Agreement.
- 5.2 The Terms of Reference of the Group are defined in Schedule 1 to this Agreement.
- 5.3 Membership of the Group will comprise three nominees appointed by the Trust (one of whom will be the Chairman of the Trust); two nominees appointed by the

Authority; one nominee from New Forest District Council and up to one co-opted independent member to be agreed by both Parties.

5.4 The frequency of meetings will be decided by the members of the Group

5.5 As far as possible any decision of the Group shall be reached by consensus. Normally, it is expected that a vote will not be necessary, but if consensus cannot be reached a vote will be taken and recommendations made to the Parties, if agreed by the majority of members of the Group. The Parties will accept any recommendations so made, except where to do so would give rise to a fundamental conflict with their other interests or responsibilities. Where this is the case, the matter shall be remitted to the Group for further consideration. The Parties accept that the Trustees retain ultimate responsibility for decisions in relation to any business of the Trust.

5.6 The Chairman of the Trust will be appointed Chairman of the Group. The Chairman, the New Forest District Council nominee and the co-opted independent member will not have the right to vote. For clarity, the members of the Group who will have the right to vote on any decision are the two Trust nominees (other than the Chairman), and the two Authority nominees.

5.7 The Trust's Office Manager will act as Secretary to the Group. The Centre Manager will attend the meetings of the Group.

6 Provision of the New Forest Centre

6.1 The Trust shall retain the right to continue to use the name "The New Forest Centre" beyond any termination of this Agreement.

6.2 Both Parties agree to consult fully on any changes to the charging policy.

6.3 The Trust agrees to invite a Member of the Authority, as nominated by the Authority, to sit as a Trustee of the Trust and attend all Trust meetings. In respect of matters relating to this Agreement such Trustee shall declare an interest.

6.4 The Trust will seek to ensure that the Centre is run in the spirit of the Minimum Service Standards for a Partnership Centre, as developed and updated from time to time by the All Parks Visitor Centres Working Group, and subject to any amendments and exclusions specifically agreed by the Parties to reflect the nature of the services intended to be provided under the provisions of this Agreement.

7 Staff and Business Planning

7.1 The Group shall ensure that the Centre Manager produces a Financial and Business Plan ("the Plan"), defining clear targets for performance and the standard of service to be provided by the Trust. The Plan will be approved by the Group, and endorsed by the Trust and the Authority's Resources and

Performance Committee. The Trust shall be responsible for the implementation of the Plan by the Centre Manager.

7.2 All liabilities arising as a result of the employment by the Trust of the Centre Manager or any other staff, whether due to the application of employment protection legislation or under common law, shall be borne solely by the Trust.

8 Funding

8.1 To support the provision of the Centre, the Authority agrees to provide funding to the Trust. In light of the Authority's own funding position following the Government's Comprehensive Spending Review in 2010, the amount of funding will need to be continually reviewed. However, for the period of this Agreement the funding schedule is deemed as follows:

2012/13	2013/14	2014/15
£50,000	£50,000	£50,000

8.2 Any payments due under this Agreement shall be made quarterly in advance.

8.3 The Authority reserves the right to alter or amend the agreed Funding Schedule at any time, at its absolute discretion. However such discretion will only be exercised in exceptional circumstances.

9 Default and Termination of the Agreement

9.1 If either Party consider the other Party to be in default of their obligations under this Agreement, they may notify the other Party in writing of the reasons they consider the other Party to be in default. If appropriate, matters shall be considered by the Parties at a meeting of the Group. The Parties shall make all reasonable efforts to agree a joint plan of action to remedy the situation.

9.2 Where, despite any action taken in accordance with condition 9.1, a Party still consider the other Party to be in default, they may give that Party notice specifying the default and the action to be taken to rectify it ("Default Notice"). The Default Notice shall state a period of time, being a reasonable period of time, in which the required action is to be taken and will accord with the requirements of paragraph 1.1.

9.3 If either Party is in default of their obligations under this Agreement and fail to comply with a Default Notice, the basis of the default will be referred by the Group back to the parent bodies, the Trust and the Authority, and either Party may give notice in writing, terminating this Agreement ("Termination Notice"). A Termination Notice shall take effect no earlier than six months from the date that any Default Notice is served.

9.4 If Termination occurs, the Parties undertake to remove all references to the other relating to this Agreement, from their respective products, signage and publicity. Notwithstanding this, the Trustees may continue to use the name "The New Forest Centre" in accordance with paragraph 6.1.

9.5 If a situation arises where either Party consider, in its absolute discretion, that no purpose would be served in serving a Default Notice, they may serve a Termination Notice. Such discretion is only expected to be exercised in exceptional circumstances, such as a significant reduction in the Authority's funding, or incidences of fraud, corruption or dishonesty.

9.6 Termination of this Agreement shall have no effect on the liability of either Party, the payment of any sums arising under it, or any rights or remedies of either Party already accrued, prior to the date upon which termination takes effect.

10 Data Protection Act 1998

10.1 The Parties shall at all times comply with the Data Protection Act 1998 including, where appropriate, maintaining a valid and up to date registration or notification under the Act.

10.2 The Parties shall not disclose personal data to any third Parties other than:

- (a) to employees and sub-contractors to whom such disclosure is reasonably necessary in order to carry out the service; or
- (b) to the extent required by law.

11 Freedom of Information Act 2000

11.1 The Parties recognise that the Authority is subject to legal duties which may require the release of information under the Freedom of Information Act 2000 ("the 2000 Act") or any other applicable legislation governing access to information, and that they may be under obligation to provide information to third Parties on request. Such information may include matters relating to, or arising out of, this Agreement.

11.2 The Trust will assist the Authority to enable it to comply with its obligations. In the event that the Authority receives a request for information under the 2000 Act or any other applicable legislation governing access to information, and requests the Trust's assistance in obtaining the information that is the subject of such request or otherwise, the Trust will respond to any such request for assistance at its own cost and promptly, and in any event within seven days.

12 Health and Safety

12.1 The Trust shall at all times take all such precautions as are necessary to protect the health and safety of all persons employed or contracted by them in connection with, and members of the public who are visitors to, the New Forest Centre, and shall comply with the requirements of the Health and Safety at Work Act 1974 and of any other Acts, Regulations or Orders pertaining to health and safety at work.

12.2 Whilst on the Trust's premises the Authority's staff shall comply with the Trust's general statement of safety policy and with any reasonable requirements of the Trust for maintenance of health and safety.

13 Legal Requirements

13.1 Each Party shall at all times conduct its affairs in a reputable manner, and observe all legal requirements.

14 Assignment

14.1 Neither Party shall assign or sub-contract any of their responsibilities under this Agreement without the prior consent in writing of the other Party, such consent not to be unreasonably withheld.

15 Reasonableness

15.1 Any steps of any kind to be taken by either Party in accordance with the terms of this Agreement shall be taken reasonably, in good faith and without unreasonable delay.

16 Indemnity Clauses

16.1 Each Party shall be liable for the consequences of any breach of its obligations under this Agreement, including any injury to, or death of, any person, or loss of, or damage to, any property, except and to the extent that such consequences are a direct result of the act, omission, default or negligence of the other Party, or except and to the extent that such breach is a direct result of circumstances beyond the Party's control which could not reasonably have been avoided by that Party. Each Party shall indemnify the other against any expense, liability, loss, claim or proceeding in respect of any such injury, death loss or damage and shall maintain such insurances as are necessary to cover this liability.

Signed on behalf of the)
NEW FOREST NINTH CENTENARY TRUST)
Authorised Signatory

Signed of behalf of the)
NEW FOREST NATIONAL PARK AUTHORITY)
Authorised signatory