

# New Forest Ninth Centenary Trust and New Forest National Park Authority

Agreement setting out the basis of the Association between  
New Forest Ninth Centenary Trust and New Forest National Park Authority  
2015-2020

THIS AGREEMENT is dated the 2015 and sets out the terms on which the New Forest Ninth Centenary Trust (“the Trust”) of the New Forest Centre Lyndhurst Hampshire will provide visitor services in association with the New Forest National Park Authority (“the Authority”) of Lymington Town Hall. Together the Trust and the Authority will be referred to as “the Parties”.

## **1. Statement of Intent**

- 1.1 The Parties to this Agreement have worked and intend to continue to work in association (“the Association”) to provide for the effective operation of the Centre and efficient delivery of services to best meet the needs of all visitors.
- 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.
- 1.3 The Trust is the freehold owner and occupier of the New Forest Centre (“the Centre”) from which it provides museum, library, education and gift shop services (“Trust Services”).
- 1.4 The Authority and Trust intend to work together to fulfil the New Forest National Park’s purposes by the provision of exhibitions, displays, literature, talks, child and adult education, and other services at the Centre.
- 1.5 The Authority has provided and intends to provide funding contributions to support the long-term financial sustainability of the Centre. The Trust for its part intends to use all efforts to make its operations financially self-sustaining.
- 1.6 The following indicators of success do not represent obligations in respect of this Agreement, rather they are indicative of the intent of the Parties:
  - a. Continued development of museum content that reflects National Park purposes;
  - b. An events and exhibitions programme that features National Park themes including joint events, a special event for National Parks’ Week and a number of Authority curated exhibitions;
  - c. An education programme that includes joint education sessions with visible National Park themes;
  - d. Agreement to co-operate in developing and running mutually beneficial income generation schemes such as retail of a small range of National Park branded items and assisting in the trial of new initiatives.

## **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, to increase their understanding and enjoyment of the New Forest focusing on its natural beauty, wildlife and cultural heritage with fully integrated local and visitor information services.
- 2.2 The Association covers all services provided or hosted by the Trust including the New Forest Museum, New Forest Gallery, Reference Library, education services, gift shop, events and visitor information services but focuses mainly on interpretation and information, governance and management.

## **3. Duration**

- 3.1 An Agreement has been in place since 1 July 2007. This updated version is to run from 1 April 2015 to 31 March 2020.
- 3.2 The Parties expect to renew this Agreement for a further period commencing on 1 April 2020 on such terms as they may then agree and on the absolute discretion of the Parties.

## **4. Review and Amendments**

- 4.1 The Parties will have a working relationship that allows regular liaison and discussion about the way in which the Agreement is developing and working. Development of the relationship will be managed through regular meetings and two-way relationships between the officers and staff of the Parties' organisations. 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 the Parties.

## **5. Governance of the Agreement**

- 5.1 A joint group entitled the Executive Management Group ("the Group"), which pre-exists this Agreement, will continue in its role to steer and oversee the provision of services and other matters governed by the provisions of this Agreement.
- 5.2 Membership of the Group will comprise three nominees appointed by the Trust (one of whom will be the Chairman of the Trust); one nominee appointed by New Forest District Council ("the Council"); two nominees appointed by the Authority and one co-opted independent member to be agreed by the Parties.

- 5.3 The Chairman of the Trust will be appointed chairman of the Group. The Chairman, the 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.
- 5.4 As far as possible any decision of the Group should 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.
- 5.5 The Parties accept that, subject to the provisions expressed in this Agreement, the Trust has ultimate authority and responsibility for the management of the Centre and the performance of the operations undertaken within it.
- 5.6 The frequency of meetings will be decided by the members of the Group but in any event, the Group will meet no less frequently than once each quarter.
- 5.7 The Trust administrator will act as Secretary to the Group. The Centre Manager will attend the meetings of the Group.
- 5.8 The Group will, by decisions taken as defined here before, delegate its responsibilities to members of staff of the Partners' organisations for execution on a day-by-day basis.

## **6. Governance of the Trust**

- 6.1 The Trust has invited and shall continue to invite a member of the Authority, as nominated by the Authority, to sit as Trustee of the Trust and attend all Trust meetings. In respect of matters relating to this Agreement, such Trustee shall declare an interest.
- 6.2 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.

## **7. Development Plan**

- 7.1 The Trust shall ensure that the Centre Manager produces a financial and business plan ("the Development Plan") defining clear targets of performance and standards of service to be provided by the Centre in relation to Trust Services and Integrated Visitor Services. The Development Plan will be approved by the Group and endorsed by the Trust and the Authority's Resources, Audit and Performance Committee.
- 7.2 The Development Plan will:

- a. Meet the demands of Museum Accreditation, linking to the five main goals of Arts Council England,
- b. Link to the key aims and objectives of the New Forest National Park Authority,
- c. Be reviewed annually, and contain the aims and objectives of the Trust and the means by which they are to be carried out. It will also contain a programme of activities for the delivery of all services, which is regularly reported upon to all Parties and more broadly expressed through an annual Operational Plan,
- d. Identify a broad range of users and link to an Audience Development Plan that identifies target audiences and describes marketing activity,
- e. Describe the work of the education service that meets the needs of school children, family and lifelong learners and that links to and contributes to a network of education and interpretation organisations delivering education within and about the Forest,
- f. Identify the role of the Trust's Museum and Reference Library as a central repository for museum and library collections that relate to the Trust's Collections Development Policy,
- g. Ensure that collections security is met through the implementation of a Security Plan and the provision of an Emergency Plan,
- h. Ensure that access to the Collections and Trust Services is met through the implementation of an Access Plan,
- i. Ensure the implementation of a Collections Management Framework that includes Collections Development, Collections Documentation, Collections Access and Collections Care and Conservation policies, plans and procedures and which links to the Collections Management Framework of the Lymington Museum Trust,
- j. Provide a forecast three year Management Forecast Budget that identifies any forecast deficit,
- k. Ensure the implementation of a Fundraising Plan in response to any forecast deficit or proposed development.

## **8. Funding by the Authority**

- 8.1 To support the provision of the Centre, the Authority agrees to provide funding to the Trust by way of revenue contribution for the operation of the Centre and delivery of Trust services in accordance with the agreed Development Plan. In light of the Authority's own funding position following recent Government spending reviews, the amount of funding will need to be continually reviewed.

However for the period of this Agreement the funding contribution, paid quarterly in advance, is deemed as follows:

| Financial Year | Amount  |
|----------------|---------|
| 2015/16        | £40,000 |
| 2016/17        | £40,000 |
| 2017/18        | £40,000 |
| 2018/19        | £40,000 |
| 2019/20        | £40,000 |

- 8.2 The Authority reserves the right to alter or amend the agreed funding schedule at any time, at his absolute discretion. However such discretion shall only be exercised in exceptional circumstances.

## **9. Default and Termination of the Agreement**

- 9.1 If either Party considers the other Party to be in default of their obligations under this Agreement they may notify the other Party in writing of the reasons it considers the other Party to be in default, and if appropriate matters should be considered by the Parties at the 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 the previous sub-clause a Party still considers the other Party to be in default, they may give that Party notice specifying the default of the action to be taken to rectify it (“a 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 the terms of this Agreement as to reasonableness.
- 9.3 If either Party is in default of their obligations under this Agreement and fails 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 (“a Termination Notice”). A Termination Notice shall take effect no earlier than twelve months from the date that the 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 Trust may continue to use the name “New Forest Centre”.
- 9.5 If the situation arises where either Party considers in its absolute discretion that no purpose would be served in serving a Default Notice, they may serve a

Termination Notice. Any Termination Notice will take effect no earlier than twelve months from the date of the Termination Notice. Such discretion is only expected to be exercised in exceptional circumstances, such as incidences of fraud, corruption or dishonesty.

- 9.6 Termination of this Agreement shall have no effect on the liability of either Party to 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 on behalf of the

**NEW FOREST NATIONAL PARK AUTHORITY**

Authorised Signatory

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