

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
2007-2012

This Agreement is dated the 2007 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 South Efford House, Milford Road, Everton, Lymington SO41 0JD who will provide the funding contribution specified. Together, the Trust and the Authority will be referred to as “the Parties”.

1 Primary Objective of the Association

- 1.1 The primary objective of the Association is to develop and operate The New Forest Centre as an essential component of the New Forest visitors’ 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.
- 1.2 The Association covers the services provided or hosted by the Trust, including the exhibition area, information centre/service, gift shop, Lesley Errington special exhibition room, education facility/services, archive and library, but focuses on interpretation and information, governance and management.

2 Duration

- 2.1 This Agreement applies for the initial period commencing 1 July 2007 and ending 30 June 2012.
- 2.2 The Parties may agree to renew this Agreement for a period commencing 1 July 2012 on such terms as they may determine.

3 Review and Amendments

- 3.1 This Agreement will be reviewed in its entirety no later than 30 June 2010.
- 3.2 This Agreement and the manner in which the Parties are fulfilling their obligations may be reviewed more regularly at the discretion of either or both Parties.
- 3.3 To be effective, any amendments or alterations to this Agreement will be recorded in writing and signed by both the Trust and the Authority.

4 Governance

- 4.1 The Executive Management Group (“the Group”) will be appointed to steer and oversee the provision of services and other matters governed by the provisions of this Agreement.
- 4.2 The Terms of Reference of the Group are defined in Schedule 1 to this Agreement.
- 4.3 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.

- 4.4 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. The inaugural meeting of the Group will take place within one month of the date of signing this Agreement.
- 4.5 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 in accordance with clause 4.6. 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.
- 4.6 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.
- 4.7 The Trust's Administrator will act as secretary to the Group. The Centre Manager will attend the meetings of the Group as necessary.

5 Provision of the New Forest Centre

- 5.1 The Parties agree that the Trust's building currently known as the New Forest Museum and Library will be re-branded "The New Forest Centre" ("The Centre"). The Trust shall retain the right to continue to use the name "The New Forest Centre" beyond any termination of this Agreement.
- 5.2 Both Parties agree to consult fully on any changes to the charging policy after the implementation of this Agreement. Both Parties agree that free entry will be introduced for all persons aged 8-15 commencing on a date to be determined by the Group.
- 5.3 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.
- 5.4 The Trust will seek to ensure that The Centre is run in accordance with 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. The current standards are annexed to this Agreement at Schedule 2, as a guide.

6 Staff and Business Planning

- 6.1 The Trust agrees to appoint a Centre Manager as soon as practicable. The Trust shall make all reasonable efforts to ensure that a suitable appointee, as agreed by the Group, has commenced employment with the Trust as Centre Manager by 3 July 2007.
- 6.2 Both Parties will engage in a jointly managed recruitment and selection process of a Centre Manager. The Parties agree that the appointment will be made in line with the job description appended at Schedule 3 of this Agreement.
- 6.3 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 produced within three months of the commencement of employment of the Centre Manager, approved by the Group, and endorsed by the Trust and the Authority’s Resources and Performance Committee. The key elements of the Plan are defined in Schedule 4 to this Agreement. The Trust shall be responsible for the implementation of the Plan by the Centre Manager.
- 6.4 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 Funding

- 7.1 To support the provision of the Centre, the Authority agrees to provide funding to the Trust in accordance with the Agreed Funding set out at Schedule 5.
- 7.2 The Authority shall make an initial payment to the Trust of £11, 500 within 21 days of 1 July 2007. This sum being a quarter of the first year maximum contribution set out in Schedule 5 to this Agreement. Further payments due under this Agreement shall be made quarterly in advance. The quarterly payments shall be limited to no more than one quarter of the maximum annual sums referred to in Schedule 5.
- 7.3 The payments and their associated costs shall be reconciled on a quarterly basis. The following quarter’s payment shall be adjusted for any over / under payment in the previous quarter. At the end of the Agreement any outstanding balances will be reconciled and a closing payment or invoice raised.
- 7.4 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 (see paragraph 8.5 below).

8 Default and Termination of the Agreement

- 8.1 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 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.

- 8.2 Where, despite any action taken in accordance with condition 8.1, a party still considers 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 14.1.
- 8.3 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 (“Termination Notice”). A Termination Notice shall take effect no earlier than six months from the date that any Default Notice that is served.
- 8.4 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 5.1.
- 8.5 If a 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 shall take effect, no earlier than six months from the date of the 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.
- 8.6 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.

9 Data Protection Act 1998

- 9.1 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.
- 9.2 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.

10 Freedom of Information Act 2000

- 10.1 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.

- 10.2 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.

11 Health and Safety

- 11.1 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.
- 11.2 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.

12 Legal Requirements

- 12.1 Each party shall at all times conduct its affairs in a reputable manner, and observe all legal requirements.

13 Assignment

- 13.1 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.

14 Reasonableness

- 14.1 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.

15 Indemnity Clauses

- 15.1 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

SCHEDULE 1
TERMS OF REFERENCE OF
THE EXECUTIVE MANAGEMENT GROUP

The Group shall have the following responsibilities:

1. To approve the Financial and Business Plan (“the Plan”) for the New Forest Centre (and seek the endorsement of the Trustees of the Trust and the Authority’s Resources and Performance Committee).
2. To receive performance and budgetary management information from the Centre Manager. The frequency of reports will be determined by the Group.
3. To monitor the effectiveness of the marketing elements of the Plan.
4. To review visitor satisfaction reports.
5. To resolve issues arising from the activities of the three organisations with membership of the Group.
6. To carry out reviews, as frequently as the Group sees fit, of all matters which form the subject matter of the collaboration between the Parties.
7. To report the Group’s activities in furtherance of this Agreement to the Trust and the Authority.
8. The Group has the power to defer or extend the time limits for any or all of the key elements set out in the Plan.
9. The Group will consider the information provided to it as part of the reports and review process defined in this Schedule and provide guidance to the Centre Manager on the basis of that information.

SCHEDULE 3

JOB DESCRIPTION

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OVERALL RESPONSIBILITIES FOR THE CENTRE MANAGER

- Overall management and leadership of The New Forest Centre
- To drive the development of The Centre together with all its partners
- Assisting in policy making for The New Forest Centre in close relationship with the Trustees and partners

SPECIFIC RESPONSIBILITIES

Administrative management

- To provide leadership to administration and building centre management
- To ensure the effective running of The New Forest Centre through the three year Financial and Business plan approved by the Executive Management Group

Personnel and Health and Safety

- To line manage all staff
- To be responsible for all Health and Safety issues in The Centre
- To be responsible for security measures in The Centre

Financial management

- To be the lead manager of the Trust's finances
- To manage external fundraising initiatives on behalf of the Trust
- To advise Trustees on setting of budgets and ensuring the profit and loss accounts are balanced over the year
- Producing proper annual reports in conjunction with the Accountants, Treasurer and Trustees for submission to the Charity Commissioners and for public dissemination
- To ensure that The New Forest Centre continues to be financially sustainable with future growth

Liaison and Partnership working

- Develop good working relationships with officers of the New Forest National Park Authority
- Liaison with other local museums / attractions, education providers and libraries
- Forging links and contacts with appropriate statutory and non-statutory bodies and organisations in the New Forest, e.g. The Forestry Commission
- Maintaining / developing contacts with Hampshire County Council, New Forest District Council, Hampshire County Council Museums Service and all other relevant partners
- Attending meetings relating to the promotion and understanding of tourism in sensitive areas like the New Forest, i.e. New Forest Tourism Association
- Attendance at all appropriate SEMLAC meetings, seminars and conferences

Marketing

- Manage, develop and deliver all marketing and advertising material for The Centre
- Manage, develop and deliver an excellent website

Development of The New Forest Centre

- Develop The New Forest Centre displays (in partnership with the National Park Authority)
- Plan and manage a vibrant temporary exhibition programme
- Develop new ways of visitor involvement
- Develop the education programme
- Staff development
- Continued library development
- Overall management of retail development
- Develop use of volunteers and friends organisation

Care of The New Forest Centre's collection

- Collection and cataloguing of artefacts
- Supervise conservation and display of artefacts
- Maintain The New Forest Centre artefact store
- Undertaking conservation audits and acting upon results as necessary
- Ensure regular and occasional change-over of artefacts and displays, as appropriate
- Arrange for artefact loans and borrowings and maintaining proper documentation

SCHEDULE 4
KEY ELEMENTS OF THE
FINANCIAL AND BUSINESS PLAN (“the Plan”)

The Plan shall include the following key elements:

1. Easily understandable, comprehensive three year financial management strategy and annual budgets (underpinned by transparent financial management systems)
2. Identification of resources (both human and financial) required to carry out the provisions of this Agreement effectively
3. Operating procedures applicable to The Centre’s staff in relation to the provisions of this Agreement
4. A marketing strategy which will include specific targets and performance indicators, as agreed by the Group and the Centre Manager
5. A programme for the re-branding of The Centre which will be implemented as soon as possible and in any event, by 1 October 2007 replacement of the external signage should be completed, together with revisions to the website and key literature. These changes will necessarily take place in advance of the completion of the Plan which will set out the detailed programme for any remaining associated re-branding. Subject to the appropriate planning consent being obtained, the Parties agree that the exterior of The Centre will display signage including at least the following information:
 - ◆ “The New Forest Centre”
 - ◆ “Christopher Tower Library”
 - ◆ “I” (the international information symbol)
 - ◆ “Heritage Lottery Fund” acknowledgement plaque

The target for implementing this signage is 1 October 2007

6. A plan for the review of internal signage which will be implemented as soon as possible and in any event, by 1 October 2007 internal signage should have been revised to orientate visitors in relation to the various facilities offered within The Centre
7. A plan for the support and development of volunteer assistance within a defined timeframe
8. A programme with targets and defined timeframe for seeking additional external funding, to support preparation of a long term financial strategy to achieve a sustainable financial position for the Trust
9. A plan for the configuration and display of materials within The Centre including a programme for the ongoing review and updating of said displays. By 1 October 2007, awareness panel displays provided by the Authority should have been incorporated into the exhibition area and, if practical, even a temporary update of the introductory film sequence should

have been created. These changes will necessarily take place in advance of the completion of the Plan which will set out the nature and timescale for more fundamental changes which are expected to include replacement of the current 'boundaries' display and the use of this area for a new National Park related exhibition

10. The support and development of educational and library and exhibition facilities, with key milestones to be achieved within a defined timeframe

NOTE: This list is not exhaustive and may be added to or amended at any time at the absolute discretion of the Group.

SCHEDULE 5
AGREED FUNDING SCHEDULE

New Forest Ninth Centenary Trust / New Forest National Park Authority Association Agreement

Funding contribution by New Forest National Park Authority to the Trust	All figures are in £s, set at current (2007) prices with agreement to link annually to RPI		
	Year 1	Year 2	Year 3
Centre Manager (90%-80%-75% tapering support over three years)	32,500 Maximum	29,000 Maximum	27,000 Maximum
Operational partnership contribution	1,500	1,500	1,500
New support for expanded education programme	3,000	3,000	3,000
Subsidised free entry for education groups and all 8-15	7,000	7,000 max (reviewed annually based on overall level of admissions and income)	7,000 max (reviewed annually based on overall level of admissions and income)
Contribution to Library and Archive	2,000	2,000	2,000
Annual total payment to Trust*	46,000	42,500	40,500
Rebranding and relaunching (signage, displays, publicity)	[25,000] Work in progress on specification and estimates	[10,000] Match fund pot	[10,000] Match fund pot
Support in kind from Authority staff	[10,000]	[10,000]	[10,000]
Total Authority investment	81,000	62,500	60,500

* The contribution towards the costs of the Centre Manager is based upon the stated percentages of a notional full-year salary of £30,000 plus on costs, but payment will be based upon actual expenditure incurred.