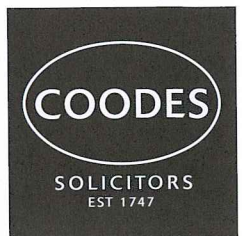


03 AUG 2017



Our Ref: KG/KLW/TOWNCOUNCIL
Your Ref:
Date: 2nd August 2017

Please reply to the Liskeard Office

www.coodes.co.uk

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Dear Steve

RE: Agreement to Run and Manage Westbourne Gardens

I have had a look at the Agreement.

I note the first clause deals with definitions used throughout the rest of the Agreement.

Clause 2.1 deals with termination. I note that clause 2.1.3 states that if Liskeard Town Council breaches any of its obligations and they fail to remedy to the full satisfaction of Cornwall Council within 30 days of receiving the notice. I would prefer it if it was to the "reasonable" satisfaction of the Council.

As far as clause 2.3 is concerned this deals with the Stakeholder Group which is defined as the group comprised in the representatives set out in Schedule 1 Part 2. I think the definition should just read Schedule 1 as there is no part 2 to Schedule 1. Rather than everything being at the sole discretion of the Council it would be preferable from Liskeard Town Council's point of view if it is a decision on the part of Cornwall Council there is some obligation on the Council to act reasonably.

The obligations on Liskeard Town Council are set out in clause 3. We would point out the obligation in clause 3.7 in that all staff or volunteers have to have a DBS check. There is an obligation also to ensure that any Hirer also has carried out these checks.

As far as 3.8 is concerned there is an obligation to receive training in safeguarding.

Clause 3.10.3 refers to conditions relating to noise. It makes no reference as to what those conditions are and you may wish to clarify this as otherwise it is ambiguous.

As far as clause 3.10.6 is concerned do you have a suitable agreement?



Richard Pollock
Sarah Cornish
Nick Latimer
Louise Southwell

Cont'd

02 August 2017

As far as 3.13 is concerned should it refer to the specific officer within the Council to whom these issues should be referred as it is rather general just to refer to the Cornwall Council.

As far as 3.17 is concerned again I would have thought that there should be an obligation on the Council to act reasonably when deciding to withhold permission for any activity.

As far as 3.19 is concerned I suggest the Cornwall Council's Contract Procedure Rules and Financial Regulations are annexed to the Agreement for the avoidance of doubt.

As far as clause 3.20 is concerned the costs should be "reasonable costs".

As far as clause 5.1 is concerned I cannot find any reference to "A" and "B" on the plan.

Again in clause 9 there is reference and obligations with regard to safeguarding.

I am not sure what you are indemnifying as far as clause 11.3 is concerned and what losses or indirect losses would be incurred by Cornwall Council and therefore I recommend that this is deleted.

I assume you have copies of the relevant policies referred to in 12.2.

As far as 15.1 is concerned I think there should be a prohibition on Cornwall Council in respect of assigning the agreement.

I believe that clause 20 should be reciprocal so that the obligations are obligations of the parties and not just simply Liskeard Town Council.

If you have any queries relating to my comments or the document itself please let me know.

I will await to hear the outcome of the meeting at the end of August before I submit my bill in this respect.

Kind regards

Yours sincerely

Kevin George
For Coodes LLP

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Email: kevin.george@coodes.co.uk

Please reply to the Liskeard Office