

Dated

2018~~2017~~

(1) Swindon Borough Council

(2) [TRANSFEREE]

Agreement for the Management of a Community Library

**Date:**

**Parties**

- (1) Swindon Borough Council of Civic Offices, Euclid Street, Swindon, SN1 2JH (Authority).
- (2) [ ] (Transferee).

**Introduction**

The Transferee has agreed with the Authority to take over and manage the running of a community library located at [ ] on the terms and conditions set down below

**Agreed terms**

**1 Interpretation**

- 1.1 The definitions and rules of interpretation in this clause 1 apply in this Agreement.

<b>Agreement</b>	means this agreement including any schedules annexed.
<b>Assets</b>	means the property, rights and assets of the Library (other than the Excluded Assets) agreed to be transferred pursuant to clause 2.1.
<b>Library</b>	means the public library at the Property as operated by the Transferor prior to the Effective Date to be run as a community library by the Transferee from the Effective Rate
<b>Business Day</b>	a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
<b>Environmental Information Regulations</b>	means the Environmental Information Regulations 2004.
<b>FOIA</b>	means the Freedom of Information Act 2000 and any subordinate legislation made under this Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or Codes of Practice issued by the Information Commissioner in relation to such legislation
<b>Completion</b>	means the completion of the transfer of the Assets in accordance with this Agreement.

<b>Completion Date</b>	means the same date as the Effective Date
<b>Charges</b>	means the charges payable by the Transferee under the terms of the Agreement for provision of Authority Library Staff as set down in Schedule 3 of this Agreement and orders for for new stock purchases
<b>DPA 1998</b>	means the Data Protection Act 1998.
<b>Effective Date</b>	1 September 2017
<b>Encumbrance</b>	means any mortgage, charge (fixed or floating), pledge, lien, guarantee, trust, right of set-off or other third party right or interest (legal or equitable) including any assignment by way of security, reservation of title or other security interest of any kind, howsoever created or arising, or any other agreement or arrangement having similar effect.
<b>Excluded Assets</b>	means the assets and rights used in the Library set out in clause 2.2 as being excluded from the transfer pursuant to this agreement.
<b>Fixed Assets</b>	means all of the fixed plant and machinery, furniture, utensils, shelving, tooling, chattels and equipment used exclusively in connection with the Library and attached or fixed to the Property as at the Effective Date.
<b>Grant</b>	Means the one off grant of revenue funding amounting to £ xxx in total to meet running costs at the Library.
<b>Interest Rate</b>	means interest at a rate of 3% per annum above the base lending rate from time to time of the Bank of England.
<b>IT System</b>	means all computer hardware (including network and telecommunications equipment) and software (including associated preparatory materials, user manuals and other related documentation) owned, used, leased or licensed exclusively by or in relation to the Library.
<b>Moveable Assets</b>	means the loose plant including moveable plant, machinery and equipment, fixtures and fittings, spare parts used exclusively in connection with the Library.
<b>Maintenance Contribution</b>	Means the sum of no more than £XXXX(inclusive of Value Added Tax)to be reimbursed by the Authority subject to the provisions of clause 9
<b>Property</b>	means the property, where the community library is to be located, particulars of which are set out in Schedule 5

**Authority Library Staff** means professionally trained library staff who are employed by the Authority.

**Stock** means the stock of books, DVDs and CDs, at the Library at the Effective Date.

**Sub-Contractor** means any other party (including, but not limited to, a company, partnership or franchise) that is engaged by the Transferee from time to time in respect of the Library.

**Transaction** means the transaction contemplated by this Agreement or any part of that transaction.

**Transfer Price** means the sum of £1 (exclusive of VAT) for the Assets to be paid by the Authority to the in accordance with clause 3.

- 1.2 Clause, schedule and paragraph headings do not affect the interpretation of this agreement.
- 1.3 A reference to a clause or a schedule is a reference to a clause of, or schedule to, this agreement. A reference to a paragraph is to a paragraph of the relevant schedule, and a reference to an appendix is to the relevant appendix to this agreement.
- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated.
- 1.6 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender includes a reference to the other genders.
- 1.8 A reference to a particular statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts and subordinate legislation for the time being in force made under it. Provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.

- 1.9 Where the words **include(s)**, **including** or **in particular** are used in this agreement, they are deemed to have the words "without limitation" following them.
- 1.10 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

## **2 Agreement to transfer**

- 2.1 Unless expressly provided in this Agreement, the Authority shall transfer with full title guarantee and the Transferee shall accept the transfer (free from all Encumbrances), with effect from the Effective Date, of:
- 2.1.1 the Fixed Assets;
  - 2.1.2 the Moveable Assets;
  - 2.1.3 the Stock;
  - 2.1.4 all of the Transferor's rights against third parties, including rights under any warranties, conditions, guarantees or indemnities or under the Sale of Goods Act 1979 relating to any of the Assets (if any).
- 2.2 The following shall be excluded from the transfer under this agreement:
- 2.2.1 the IT System;
  - 2.2.2 The Transferor's freehold interest in the Property;
  - 2.2.3 any right of action to which the Authority may be entitled (whether in contract, tort or otherwise);
  - 2.2.4 the benefit of any and all insurance policies and claims and repayments arising on or before the Effective Date in relation to the Library.
- 2.3 The transfer of each of the Assets is interdependent and shall be completed simultaneously.
- 2.4 The Transferor will grant to the Transferee a lease of the Property.

## **3 Completion**

- 2.5 Completion shall take place on the Completion Date:
- 2.6 At Completion, the Authority shall comply with its obligations set out in Schedule 1.
- 2.7 At Completion, and subject to the Authority having complied with clause 2.6, the Transferee shall pay the Transfer Price

## **4 Term and Termination**

This Agreement shall commence on the Effective Date and will continue unless terminated earlier under the terms of the Agreement until either party gives at least three months prior notice to the other party at any time.

## 5 Library Support Officers

- 5.1 The Authority will provide from the Effective Date Authority Library Staff at the Library for the weekly hours agreed with the Transferee as set down in Schedule 2 and at the Charges specified in Schedule 3 for an initial period of 12 months from the Effective Date. If the Transferee wishes the Authority to continue to provide Authority Library Staff for a further twelve months and the Authority agrees to this then it must give the Authority a least three months prior notice before the end of the initial twelve months period.
- 5.2 The number of Authority Library Staff to be supplied will be at the discretion of the Authority. If the Authority is unable for any reason to provide sufficient cover for the agreed hours set down in schedule 2 the Authority will at its discretion close the library to the public and the Transferee will be notified of the closure as soon as practicable. The Authority may at its discretion give a refund of Charges at the end of the relevant quarter.
- 5.3 If the hours agreed for the provision of Authority Library Staff extends beyond 6pm and the Authority considers that security cover is needed due to incidents of antisocial behaviour then the Transferee will be liable to pay for the security services at the Charges set down in schedule 3. The Transferee can also purchase additional hours if it wishes to put on events outside the agreed staff hours at the hourly rates set down in Schedule 3. If the Transferee wishes to purchase specialist services e.g. outreach, stock, information or local information staff the hours will be agreed with the Authority separately in advance and it will be charged the hourly rates for those specialist staff as contained in Schedule 3.
- 5.4 If the Transferee wishes to change the agreed hours specified in the Schedule 2 it must give up to three months' notice in writing to the Authority, dependent on notice period of staff employed by the Authority at that Library. The Transferee will be informed of the notice required when the Authority is informed of its request to change agreed hours.
- 5.5 If the Transferee wishes to temporarily close the library for a period then it must give at least 4 weeks' notice in writing to the Authority. No refund of Charges will be given to the Transferee if the Authority is unable to use the Authority Library staff affected. for other shifts
- 5.6 The Authority and Transferee are jointly responsible for notifying all users of the Library of any permanent or temporary change in hours that if it is open to the public.
- 5.7 Only the Authority Library Staff will be able to register members of the Library and access borrower records.
- 5.8 If the Transferee wishes to increase the collection of books it holds, it can purchase additional stock through the Authority at one of three levels selected by the Transferee in Schedule 4 for a period of 12 months from the Effective Date. If the Authority agrees and the Transferee wishes to

continue with service after the end of the initial 12 months period for further 12 months it must give three months prior notice and include details of changes in amount and categories of stock to be purchased .The Authority will order books from its own contracted supplier subject to the number and categories of books being agreed with the Authority`s Library Stock Manager. The Transferee will purchase the new stock at a discounted rate plus a 10 per cent service charge levied by the Authority.

- 5.9 The Library will receive a weekly collection and delivery service of stock by the Authority.
- 5.10 Fine payments received for late returns will be credited to the Library Hire charges, reservation fees 9 (including SuperReserver fees) will be credited to the Authority and reconciliation carried out by the Authority on a quarterly basis.
- 5.11 If cash floats for small purchases are required by the Transferee, these will be subject to agreement by the Authority on a case by case basis. If a cash float is agreed it will be on the basis that the cash float will not exceed £200, it will be paid to the Transferee by BACS, it will be topped up to the agreed amount (not exceeding £200) on production of a relevant invoice by the Transferee.
- 5.12 The Authority will supply management information on a quarterly basis to the Transferee, relating to number of books loaned and number of library members using the Library. Officers from the Authority`s Libraries team will meet with the Transferee quarterly if this is required.

## **6 Charges**

- 6.1 The Transferee shall pay the Charges within 30 days of receipt of the invoice submitted by the Authority quarterly in arrears except in respect of orders for stock purchases which will be invoiced in advance in September 2017 for the period up to 31 March 2018 and therefore annually in advance .
- 6.2 The Charges shall be reviewed annually by the Authority and the revised charges shall take effect on the 1<sup>st</sup> April 2018 and thereafter on the anniversary of that date. The Authority will give three months prior notice of any change to the Charges.

## **7 Recovery of Sums Due**

- 7.1 Wherever under the Agreement any sum of money is recoverable from or payable by the Transferee (including any sum which the Transferee is liable to pay to the Authority in respect of any breach of the Agreement), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Transferee under the Agreement or under any other agreement or contract with the Authority.
- 7.2 The Transferee shall make any payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Transferee has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Transferee.

## **8 Funding**

- 8.1 The Authority shall make the payment of the Grant by four equal instalments payable quarterly in advance starting from 1 September 2017. Each instalment will be the amount agreed by the Authority as required to fund the following three months of running costs at the Library.
- 8.2 The Grant shall only be used by the Transferee in accordance with this Agreement. The Grant is only available to support the running costs of the Library. The Transferee must not act fraudulently or negligently.
- 8.3 If the Transferee fails to use all or part of the Grant for the purpose it was awarded the Authority reserves the right to immediately terminate the Agreement and the Transferee may be required to repay the Authority all or part of the Grant paid up until such date.
- 8.4 The Transferee shall submit to the Authority at such times as the Authority at such times as the Authority may reasonably request agreed information required to satisfy the Authority that the Grant is being used in accordance with the Agreement and for no other purpose.

## **9 Maintenance Constitution**

- 9.1 The Authority has agreed to make the Maintenance Constitution in respect of certain identified maintenance works and materials relating to the Property
- 9.2 The Maintenance Contribution shall be reimbursed by the Authority by BACS within 10 Business of receipt of a valid invoice provided that :
  - 9.2.1 the Transferee provides the Authority with a schedule of works as soon as practicable after the Effective Date and not less than 20 Business Days prior to the commencement of the works for prior agreement by the Authority;
  - 9.2.2 the Transferee submits one or more written claims for the Maintenance Contribution supported by evidence reasonably acceptable to the Authority that the relevant work has been completed , the Authority is satisfied that they demonstrate value for money and that the Transferee has received a legitimate VAT invoice to the value of the sum claimed by the Transferee.

## **10 Indemnities & Insurance**

- 10.1 Neither Party excludes or limits liability to the other Party for death or personal injury caused by its negligence or for any breach of any obligations implied by Section 12 of the Sale of Goods and Services Act 1982.

- 10.2 The Transferee shall take out and maintain with a reputable insurance company, employers liability and public liability insurance in a minimum amount of five million pounds (£5,000,000) for each and every claim, act or occurrence or series of acts, claims or occurrences. Such insurance shall be maintained for a minimum of 6 (six) years following the expiration or earlier termination of the Agreement.
- 10.3 The Transferee shall fully and promptly indemnify the Authority against all direct losses, injury, damages, costs, expenses, liabilities, claims or proceedings incurred by the Transferor as a result of any act, default or negligence by the Transferee or any of its employees in carrying out its obligations under this Agreement except and to the extent that it is due to the act, default or negligence of the Authority or any of its employees in the course of their employment.
- 10.4 Where the Transferee is required to come into premises owned and occupied by the Authority, the Transferee shall not do or omit to do anything that could cause any insurance policy on or in relation to the Authority's premises to become wholly or partly void or voidable, or do or omit anything by which additional insurance premiums may become payable.
- 10.5 Subject always to clause 10.1, in no event shall either Party be liable to the other for:
- (a) loss of profits, business, revenue or goodwill and/ or
  - (b) indirect or consequential loss or damage.
- 10.6 The Transferee shall produce to the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 10.7 If, for whatever reason, the Transferee fails to give effect to and maintain the insurances required by this Agreement the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.
- 10.8 The requirement to effect insurance by the Transferee under clause 10.2 shall not in any way be deemed to amend or restrict the liability of the Contractor arising under clause 10.1.

## **11 Disclosure and Barring Service**

- 11.1 The Transferee shall procure that in respect of all potential employees and volunteers who will be undertaking a regulated activity as defined by the Safeguarding Vulnerable Groups Act 2006 as amended by the Protection of Freedoms Act 2012 and in any regulations or guidance made thereunder, before they begin to perform any tasks at the Library:

- (a) each potential employee and volunteer is questioned as to whether he or she has any convictions or cautions; and
- (b) the results are obtained of a check of the most extensive available kind made with the Disclosure and Barring Service in respect of each employee and volunteer and the results of such checks are notified to the Authority. The check shall include:
  - (i) a search of the list held pursuant to the Protection of Children Act 1999 where the performance of the Services may involve contact with children including any new list replacing the same in accordance with the Safeguarding Vulnerable Groups Act 2006 as amended by the Protection of Freedoms Act 2012); and/or
  - (ii) a search of the list held pursuant to Part VII of the Care Standards Act 2000 where the performance of the Services may involve contact with vulnerable adults (as defined in the Care Standards Act) including any new list replacing the same in accordance with the Safeguarding Vulnerable Groups Act 2006 as amended by the Protection of Freedoms Act 2012.

11.2 The Transferee shall procure that no person who discloses any convictions or cautions, or who is found to have any convictions or cautions or other disclosed information following the results of a Disclosure and Barring Service check, is employed or engaged by the Transferee where that conviction or other disclosed information is incompatible with the type of work being undertaken by that person at the Library.

## 12 **Safeguarding Policy**

The Transferee shall have a safeguarding policy in respect of children and vulnerable adults and provide a copy of the policy to the Authority, on request. The Transferor shall ensure that all its employees and volunteers are aware of the policy and how concerns are raised and dealt with.

## 13 **Discrimination**

13.1 The Transferee must operate an equalities policy and provide the Authority with a copy of any such policy on request.

13.2 The Transferee must ensure that its Equalities Policy complies with all statutory obligations as regards discrimination on the grounds of race, colour, nationality, cultural or ethnic origin, marital status, gender, age, disability, religion or sexual orientation in relation to the running of the Library

## 14 **Health and Safety**

14.1 The Contractor shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working at the Library in the performance of the Agreement.

14.2 The Contractor shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Authority on request.

## 15 Freedom of Information

15.1 The Transferee acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Authority (at the Transferee's expense) to enable the Authority to comply with these Information disclosure requirements.

15.2 The Transferee shall and shall procure that its sub-contractors shall:

- (a) transfer a Request for Information to the Authority as soon as practicable after receipt and in any event within two Business Days of receiving a Request for Information;
- (b) provide the Authority with a copy of all Information in its possession or power in the form that the Authority requires within five Business Days (or such other period as the Authority may specify) of the Authority requesting that Information; and
- (c) provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

15.3 The Authority shall be responsible for determining at its absolute discretion whether the information:

- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations;
- (b) is to be disclosed in response to a Request for Information, and in no event shall the Transferee respond directly to a Request for Information unless expressly authorised to do so by the Authority.

15.4 The Transferee acknowledges that the Authority may, acting in accordance with the Department for Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000, be obliged under the FOIA or the Environmental Information Regulations to disclose Information:-

- (a) without consulting with the Transferee, or
- (b) following consultation with the Transferee and having taken its views into account.

## 16 Data protection

16.1 The Transferee shall comply with any notification requirements under the DPA and will duly observe all its obligations under the DPA which arise in connection with this Agreement.

16.2 The Transferee shall indemnify and hold the Authority harmless against, any actions and Claims incurred by the Authority which arise directly or indirectly out of or in connection with processing of personal data by the Transferee, including non-compliance with or any part of the DPA 1998 by the Transferee, its employees, volunteers, agents or sub-contractors.

## 17 Confidentiality and announcements

17.1 The Authority undertakes to the Transferee to keep confidential all the information that it has acquired about the Transferee and to use such information only for the purposes contemplated by this agreement.

17.2 The Transferee undertakes to the Authority to keep confidential the terms of this Agreement and all information that it has acquired about the Authority and to use the information only for the purposes contemplated by this agreement.

17.3 No party is required to keep confidential or to restrict its use of information that:

17.3.1 is or becomes public knowledge other than as a direct or indirect result of being disclosed in breach of this Agreement; or

17.3.2 the parties agree in writing is not confidential; or

17.3.3 has been lawfully disclosed to the relevant party by a third party and that it has acquired free from any obligation of confidence to any other person.

17.4 Either party may disclose any information that it is otherwise required to keep confidential under this clause 17:

17.4.1 to such professional advisers and consultants as are reasonably necessary to advise on this Agreement, provided that the disclosing party procures that the people to whom the information is disclosed keep it confidential as if they were that party; or

17.4.2 with the written consent of the other party; or

17.4.3 to the extent that the disclosure is required:

(a) by law; or

(b) by a regulatory body or tax authority; or

- (c) to make any filing with, or obtain any authorisation from, a regulatory body or tax authority; or
- (d) to protect the disclosing party's interest in any legal proceedings,

but shall use reasonable endeavours to consult the other party and to take into account any reasonable requests it may have in relation to the disclosure before making it.

17.4.4 No announcement, circular or other publicity in connection with the subject matter of this Agreement (other than as permitted by this Agreement) shall be made prior to Completion by or on behalf of the Authority or the Transferee without the approval of the other as to its content, form and manner of publication (such approval not to be unreasonably withheld or delayed).

## 18 Further assurance

The Transferee shall (at the Transferee's expense) execute and deliver all such documents, and do all such things, as the Authority may from time to time reasonably require for the purpose of giving full effect to the provisions of this Agreement.

## 19 Assignment

19.1 Except as otherwise provided in this Agreement, no party may assign, or grant any Encumbrance over or deal in any way with any of its rights under this Agreement or any document referred to in it.

## 20 Whole agreement

20.1 This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

20.2 Nothing in this clause 20 operates to limit or exclude any liability for fraud.

20.3 Each party acknowledges that in entering into this Agreement, and any documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, assurance or warranty (whether of fact or of law and whether made innocently or negligently) of any person other than as expressly set out in this Agreement or those documents.

## 21 Variation and waiver

21.1 A variation of this Agreement shall be in writing and signed by or on behalf of each party.

21.2 Any waiver of any right under this agreement is only effective if it is in writing and signed by the waiving or consenting party and it applies only in the circumstances for which it is given and shall not prevent the party who has given the waiver or consent from subsequently relying on the provision it has waived.

**22 Costs**

22.2 Unless otherwise provided, all costs and expenses in connection with the negotiation, preparation, execution and performance of this Agreement, and any documents referred to in it, shall be borne by the party that incurred the costs.

22.3 Any tax payable on this Agreement (or any document referred to in it), or on the transfer of any of the Assets shall be paid by the Transferee.

**23 Notice**

23.1 A notice or other communication given under this Agreement:

23.1.1 shall be in writing;

23.1.2 shall be sent for the attention of the person, and to the address given in this clause 23 (or such other address or person as the relevant party may notify to the other party); and

23.1.3 shall be:

(e) delivered personally; or

(f) sent by pre-paid first-class post or recorded delivery; or

23.2 The addresses for service of notice are:

23.2.1 Swindon Borough Council

Address: Civic Offices, Euclid Street, Swindon, Wiltshire SN1 2JH

For the attention of: Allyson Jordan, Head of Libraries and Information Service Tel: 07500 226830 Email: [ajordan@swindon.gov.uk](mailto:ajordan@swindon.gov.uk)

23.2.2 [TRANSFEREE]

Address:

For the attention of:

23.3 A notice of communication is deemed to have been received:

23.3.1 if delivered personally, at the time of delivery; or after the day it is posted

23.3.2 if sent by pre-paid first class post or recorded delivery or

23.3.3 if served by electronic mail, upon the receipt by the sender of a delivery report which confirms that the notice has been successfully sent to relevant party's mail address, provided that if the date of receipt of the notice or communication is not a Business Day or if the notice or communication is received outside the hours of 9.00am

to 6.00pm, it should be deemed to have been received at 9.00am on the next Business Day.

23.4 To prove service, it is sufficient to prove that the envelope containing the notice was properly addressed and posted.

23.5 For the avoidance of doubt, a notice under this Agreement shall not be valid if sent by fax.

## 24 Interest on late payment

24.1 Where a sum is required to be paid under this Agreement but is not paid before or on the date the parties agreed, the party due to pay the sum shall pay interest on that sum at the Interest Rate for the period beginning with the date on which the payment was due and ending with the date the sum is paid (and the period shall continue after as well as before judgment). Interest shall accrue on a daily basis and be compounded quarterly.

## 25 Dispute Resolution

25.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within 30 Business Days of either Party notifying the other of the dispute such efforts shall involve the escalation of the dispute to the relevant Corporate Director of the Authority and a senior officer of the Transferee .

25.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of the competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

25.3 If the dispute cannot be resolved by the Parties pursuant to clause 25.1 the dispute may be referred to mediation pursuant to the procedure set out in clause 25.5 unless both parties agree to the dispute being referred to mediation.

25.4 The performance of the Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Transferee shall comply fully with the requirements of the Agreement at all times.

25.5 The procedure for mediation and consequential provisions relating to mediation are 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 within a reasonable period of time, then either Party may apply to the Centre for Effective Dispute Resolution (“CEDR”) to appoint a Mediator.

(b) If the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts.

**26 Severance**

- 26.1 If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 26.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

**27 Third party rights**

Nothing in this agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement and for the avoidance of doubt the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from this Agreement.

**28 Successors**

The rights and obligations of the parties shall continue for the benefit of and shall be binding on their respective successors and assigns.

**29 Counterparts**

This Agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

**30 Governing law and jurisdiction**

- 30.1 This Agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England.
- 30.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been executed as a deed on the date stated at the beginning of it.

## Schedule 1 Completion obligations

- 1 The Authority shall deliver, or procure delivery, to the Transferee of or make available to the Transferee:
  - 1.1 physical possession of all the Assets capable of passing by delivery, with the intent that title in such Assets shall pass to the Transferee by and on such delivery;
  - 1.2 all documents of title and certificates for the lawful operation and use of, and all service documents pertaining to, the Fixed Assets, the Moveable Assets and the Stock in the possession of the Authority;

**Schedule 2 Agreed hours for provision of Authority Library Staff**

Schedule 3 Charges

**Authority Library Staff**

Category	Hourly Rate £
Library Assistant	16.60
Library Supervisor	16.87
Outreach Officer	14.93
Outreach Lead	20.01
Information Officer	14.93
Stock Lead	19.96
Stock Transition	17.78
Local Studies	17.78
Local Studies Officer	13.48
Service Delivery Manager	23.33
Operations Manager	17.78
Security Staff	15.00 (minimum of 3 hours)

## Schedule 4 Purchase of New Stock of Books

### Bronze Level

Stock purchased is not part of the Authority's Library Service Stock. It will not appear in the Library Management Catalogue, will not be managed by the Authority's Library Service in terms of stock rotation and therefore not available for requests by anyone who is a member of a Swindon Public Library. One off provision of stock only, not regular provision.

### Silver Level

Stock can be purchased up to 2/3 of the current annual stock budget for the Library at the Property subject to agreement with the Authority's Library Stock Manager. The Stock will be visible on the Authority's Library Management Catalogue, will be available for loan and can be requested by anyone who is a member of any public library in Swindon and has not received a ban from using one.

### Gold Level

Stock can be purchased up to the level of the current annual stock budget for the Library at the Property subject to agreement with the Authority's Library Stock Manager. The Stock will be visible on the Library catalogue and can be requested by anyone who is a member of any public library in Swindon and has not received a ban from using one.

**Schedule 5 The Property**

The property known as

located at

Executed under the common seal of  
**SWINDON BOROUGH COUNCIL**  
hereunto affixed to this deed  
in the presence of:

SIGNED AS A DEED

on behalf of.....  
Parish Council by

Chair of the Parish Council

in the presence of:

Witness' signature:.....

Witness' name: (PRINT).....

Witness' address:].....

.....

.....

JTWP\LEGAL\SIGNED AS A DEED

on behalf of.....

Parish Council by

Clerk to the Parish Council

in the presence of:

Witness' signature:.....

Witness' name: (PRINT).....

Witness' address:].....

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