

DRAFT

WILTSHIRE AND SWINDON ACTIVITY & SPORTS PARTNERSHIP

PARTNERSHIP AGREEMENT

THIS AGREEMENT is made the day of

200

BETWEEN

- 1) WILTSHIRE COUNTY COUNCIL of County Hall, Trowbridge, Wiltshire BA14 8JN
- 2) SALISBURY DISTRICT COUNCIL of The Council House, Bourne Hill, Salisbury, Wiltshire, SP1 3UZ
- 3) WEST WILTSHIRE DISTRICT COUNCIL of Bradley Road, Trowbridge Wiltshire BA14 0RD
- 4) SWINDON BOROUGH COUNCIL of Civic Offices, Euclid Street, Swindon SN1 2JH
- 5) NORTH WILTSHIRE DISTRICT COUNCIL of Monkton Park Chippenham Wiltshire SN15 1ER
- 6) KENNET DISTRICT COUNCIL of Browfort, Bath Road, Devizes, Wiltshire, SN10 2AT

IT IS AGREED AS FOLLOWS

1 Background

- 1.1 The parties to this agreement have joined together to form a local authority partnership for the purposes set out in this agreement to be known as the ‘Wiltshire and Swindon Activity & Sports Partnership’ (the ‘**Partnership**’).
- 1.2 The Partnership is in receipt of approved grant support (the ‘**Grant**’) from Sport England.
- 1.3 It is a condition of the offer of the Grant that a memorandum of understanding is adopted for the application of the Grant and other funds allocated to the Partnership and to govern the relationship, roles and conditions attaching to the parties. The parties consider that entering into this agreement satisfies this condition.
- 1.4 Wiltshire County Council has agreed to be the Host Authority as from the Commencement Date.
- 1.5 The Partners agree to work co-operatively to deliver and develop the Service (as defined in clause 2.1 below).
- 1.6 [Wiltshire County Council and Kennet District Council have entered into a side agreement dated [] for the transfer of certain employees from Kennet District Council to Wiltshire County Council as a result of the appointment of Wiltshire County Council to the role of Host Authority pursuant to this Agreement.

2 Interpretation

2.1 In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:

“**Agreement**” means this agreement;

“**Best Value**” has the meaning in section 3 of the Local Government Act 1999;

“**Business Plan**” means the business plan set out at Schedule 3 as amended from time to time;

“**Chair**” means the person appointed as the chair in accordance with the Constitution;

“**Chief Executive**” means the person employed/appointed by the Host Authority to take overall responsibility for the prudent and economical administration of the Partnership’s activities and whose duties are more fully described in a job description agreed by the Executive Board;

“**Commencement Date**” means the date the Agreement is made;

“**Confidential Information**” means any information which has been designated as confidential by any party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, the Services, developments, trade secrets, intellectual property rights, know-how, personnel, customers and suppliers of any party, all personal data and sensitive personal data within the meaning of the Data Protection Act 1998;

“**Constitution**” means the constitution for the Partnership set out at Schedule 5;

“**Executive Board**” means the board formed in accordance with clause [6];

“**Financial Memorandum**” means the memorandum of the Partner’s contributions to the Funding set out at Schedule 6;

“**Funding**” means monies received by the Partnership in connection with the Service either by way of the Grant or from any other source including contributions at local level and European Union funding;

“**Grant**” means the grant referred to in clause 1.2;

“**Host Authority**” means Wiltshire County Council or any other Partner duly appointed in replacement thereof by the Partners acting in accordance with the Constitution;

“**Hosting**” means the services provided by the Host Authority set out in more detail at Schedule 2;

“Key Principles” means the principles set out in Schedule [4]

“Partners” means the parties to this Agreement from time to time and the expression **“Partner”** shall mean any one of them

“Secondary Workers” means those persons who are employed by a Partner or a third party and who carry out some work in connection with the Partnership’s activities which is incidental to their principle employment but do not include the Staff;

“Service” means the service provided by the Partnership as detailed in Schedule 1;

“Staff” means the staff employed by the Host Authority to work exclusively on the Partnership’s activities in accordance with clause [9];

“Task Group” means a group formed by the Executive Board to consult or work on a particular aspect of the Partnership’s activities and whose remit is defined by the Executive Board;

“Term” means the term of this Agreement set out at clause 14;

- 2.2 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or reenacted whether before or after the Commencement Date.
- 2.3 Words importing the singular include the plural, words importing any gender include all other genders, and words importing persons include bodies corporate and unincorporated and (in each case) vice versa.
- 2.4 The clause and paragraph headings and titles appearing in this Agreement are for reference only and shall not affect its construction or interpretation.
- 2.5 References to Schedules are references to the Schedules to this Agreement and a reference to a paragraph is a reference to the paragraph in the Schedule containing such reference.
- 2.6 References to the ‘Partnership’ shall be treated as a reference to the Partners acting together in accordance with the terms of this Agreement.

3 Purposes and Objectives

- 3.1 The Partnership has been formed with and for the purposes set out in the Business Plan and the Key Principles in the delivery of the Service.
- 3.2 The Partners agree to :
 - 3.2.1 adhere to the Business Plan and observe the Key Principles in accordance

with this Agreement; and

3.2.2 aim towards efficient use of their respective resources and expertise.

4. Establishment of the Partnership

- 4.1 The Partners agree that the Partnership's activities and the rights and obligations of the Partners shall be governed by the terms of this Agreement.
- 4.2 The Partners shall not represent themselves as being any other Partner nor an agent, partner (within the meaning of the Partnership Act 1890) or an employee of any other Partner and shall not hold themselves out as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of any other Partner (except the Host Authority acting in accordance with clause 5) and nothing in this Agreement shall operate so as to constitute any one Partner an agent, partner (within the meaning of the Partnership Act 1890) or employee of any other.
- 4.3 The Partnership shall not have legal personality separate from the Partners.
- 4.4 The parties hereby appoint Wiltshire County Council to fulfill the role of Host Authority as from the Commencement Date.

5 The Host Authority

- 5.1 The Host Authority shall provide the Hosting to the Partnership for the Term. The Host Authority shall not be remunerated for the Hosting but shall be entitled to recover its standard central establishment charges from the Funding in accordance with the Business Plan.
- 5.2 The Host Authority shall be the recipient of all Funding which it will administer in accordance with clause 10.
- 5.3 In relation to the Executive Board, the Host Authority shall:
 - 5.3.1 keep the Executive Board regularly advised;
 - 5.3.2 provide any requisite guidance or assistance to the Executive Board from time to time where it would be impractical for the Partners as a whole to provide;
 - 5.3.3 receive and act upon instructions from the Executive Board.
- 5.4 The Host Authority is hereby authorized to enter into contracts with third parties in connection with the supply of the Services and shall act in the best interests of the Partnership in any discussions or negotiations or other appropriate transactions with contractors and potential suppliers in connection with the provision of the Service and will at all times comply with its constitution including its contract and financial regulations and procedures.
- 5.5 The Host Authority shall act in the best interests of the Partnership in any

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financial discussions or negotiations or other appropriate transactions with third party funders in relation to the provision of the Service. For the avoidance of doubt the Host Authority shall not be authorised to borrow money on behalf of the Partnership.

- 5.6 Any assets that are acquired with the Funding shall be held by the Host Authority and used by the Host Authority exclusively for the purpose of providing the Service or the Hosting. The proceeds of sale of any such assets shall be added to the Funding.
- 5.7 The Host Authority shall use all due care and diligence in the exercise of the functions conferred upon it by this Agreement.

6 Executive Board

- 6.1 The Executive Board shall be the body responsible for the strategic direction and supervision of the Service and shall operate as the decision making body of the Partnership.
- 6.2 The Executive Board shall comprise the same number of representatives as the number of Partners of each of the Partners (such representatives to be duly authorized and appointed in accordance with clause 7) plus the Chair.
- 6.3 The Executive Board shall not be a committee or joint board of any one or more of the Partners and shall have no separate or legal existence apart from the Partners. Accordingly the Executive Board shall have no authority or power as an independent or separate body.
- 6.4 At meetings of the Executive Board, each representative may make representations in relation to the Service and to express the wishes of the Partner which he represents in relation to a decision or a course of action (in relation to the Service and within the role or responsibilities of the Executive Board) under consideration by the Executive Board.
- 6.5 The Partners each undertake that its representative shall be duly authorized to act in accordance with sub-clause 6.4 and to represent his Partner within the terms of and as contemplated by this clause.
- 6.6 The chair of the Executive Board shall be the Chair who shall be selected in accordance with the Constitution.
- 6.7 All decisions agreed by the Executive Board in accordance with the Constitution shall be binding on all the Partners.
- 6.8 The Executive Board shall represent the Partnership (but not so as to create legal rights, obligations or liabilities) to parties who are not Partners to such extent and in such terms and manner as the Partners shall unanimously agree in the Executive Board.
- 6.9 The Partners agree that they will act in good faith and with goodwill and in

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accordance with the Key Principles and the Constitution and shall use all reasonable endeavours to procure that the Executive Board shall:

- 6.9.1 act by consensus;
 - 6.9.2 reach unanimous agreements and decisions in a timely manner and in the overall interests of the Partnership
 - 6.9.3 have regard to the Business Plan
 - 6.9.4 act in accordance with the Key Principles; and
- 6.10 The roles and responsibilities of the Executive Board shall be to advise and instruct the Host Authority on the following aspects of the Service:
- 6.10.1 its direction (in the sense of strategic direction but not day to day management); and
 - 6.10.2 its overall control regarding:
 - the proper management of the activities of Partnership; and
 - the monitoring of progress;
 - its representation at national level and to or with Sport England and other relevant regional bodies;
 - the monitoring and seeking of additional sources of funding for the Service and for the continuation of the Service beyond the Term;
 - the promotion of high standards of quality assurance in the management of the Partnership;
 - the oversight of the development of standards for management and content development for the Service;
 - the arrangements proposed for the staffing of the Service;
 - all budgets and plans for the Service and any changes thereto.

7 The role of each Partner to the Executive Board

7.1 The role of each Partner in relation to the Executive Board shall be as follows:

- 7.1.1 to appoint to the Executive Board as its representative such person as is duly authorized within the relevant Partner's organization and the same shall be suitably skilled and experienced;

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- 7.1.2 to appoint a deputy representative to attend Executive Board meetings if its Executive Board representative is unable to attend a Executive Board meeting for any reason;
 - 7.1.3 to keep the Executive Board regularly advised on all dealings and affairs affecting the Service from each Partner's point of view;
 - 7.1.4 to provide any requisite guidance or assistance to the Host Authority and/or the other Partners in relation to the Service.
- 7.2 The Partners each represent to each other that it has the legal power to appoint such representatives.

8 Indemnity and Insurance

- 8.1 Each Partner other than the Host Authority shall (and hereby duly undertakes with the Host Authority to) indemnify the Host Authority against and/or contribute and pay a proportionate share (with the intent that the Host Authority shall likewise be liable for such a proportionate share) of all or any liabilities, losses, claims, costs and/or expenses incurred by Host Authority in or in connection with or in the course of or as a result of:

- 8.1.1 performing or discharging its responsibilities and/or obligations under this Agreement; and/or
- 8.1.2 acting in the course of its duties as the Host Authority under this Agreement; and/or
- 8.1.3 providing the Hosting or other service or resource or assistance or in-kind support required on its part in compliance with the terms of this Agreement

to the extent that the Partners shall be jointly liable and/or responsible for all such liabilities, losses, claims, costs and/or expenses PROVIDED THAT this clause [8.1] shall be subject to the remaining provisions of this clause.

- 8.2 The indemnity referred to in clause 8.1 shall not extend to liabilities or claims arising or costs and/or expenses incurred by reason or in consequence of gross negligence or non compliance with the requirements of this Agreement on the part of the Host Authority unless the relevant gross negligence or non compliance with the requirements of this Agreement on the part of Host Authority is the result of implementing a decision made by the Executive Board.
- 8.3 Each Partner undertakes with each other Partner to indemnify the other Partners in full and on demand against all claims demands liabilities damages costs losses expenses actions and proceedings made against or suffered or incurred by the other Partner/s by reason or in consequence of any breach by that Partner of its obligations under this Agreement or any other act or omission (including without limitation negligence) of that Partner.

8.4 Common policies for the apportionment of liability and requirements for insurance cover for the Partnership's activities shall so far as possible be developed and agreed by all the Partners.

9 Staff

9.1 During the Term the Host Authority will employ sufficient appropriately trained, qualified and supervised staff including the Chief Executive in order to provide the Service and comply with its obligations under this Agreement within the Funding.

9.2 The Host Authority shall be responsible for staffing arrangements including the management of staffing costs within the budget allowed for the Staff, advertising, interviewing, selecting and employing staff but may seek the advice and assistance of the Executive Board.

9.3 The cost of employing Staff (but not Secondary Workers) shall be met by the Funding.

10 Funding

10.1 In consideration of each Partner agreeing to contribute to the Funding in accordance with the Financial Memorandum, each other Partner undertakes to do the same.

10.2 The Funding shall be administered by the Host Authority in accordance with its obligations as Host Authority detailed in the Agreement for the purposes of providing the Service and in accordance with its financial regulations.

10.3 The Funding shall be applied in accordance with the Business Plan and Schedule [1].

10.4 The Grant shall only be applied to expenditure authorized by the terms of the Grant.

11 Provision of Non-Cash Resources

11.1 The Partners shall consider suggestions from the Executive Board from time to time as to the commitment of non-monetary resources and assistance and in kind support from the Partners (or any one or more of them).

11.2 No suggestion shall be made under clause 11.1 which would have the effect (if acted upon) of compelling a Partner to incur unbudgeted expenditure for the purposes of making available for the Services any such resources assistance or support as are referred to in clause 11.1.

12. Grant Conditions

12.1 The Partners undertake with each other to comply with and observe the terms and conditions of grant applicable to the Grant and/or otherwise lawfully imposed by Sport England.

- 12.2 The Executive Board shall have overall responsibility for monitoring compliance with the terms and conditions of grant and legislative requirements relating to the Grant.

13. Additional partners and Resignation of existing Partners

- 13.1.If the Partners decide in accordance with the Constitution that additional parties may be admitted to the Partnership any prospective additional party shall not become a Partner unless it:

13.1.1.agrees to such appropriate financial contribution as the Partners determine;

13.1.2.executes a Deed of Adherence in the form set out at Schedule 7;

13.1.3.appoints a representative on the Executive Board in accordance with clause 7; and

13.1.4.assumes a proportion of any pre-existing liability of the Partnership as determined by the Partners.

- 13.2.Any Partner may at any time resign from the Partnership upon giving no less than [6] months notice in accordance with clause 25 to the Chair.

- 13.3.If it shall reasonably appear to the Executive Board that a Partner (other than the Host Authority):

13.3.1.no longer has the necessary legal or political authority or support or ability to participate in the Service; or

13.3.2.has breached any of its obligations under this Agreement and having received notice of such breach has failed within a reasonable period to remedy the same

then within 21 days of receiving written notice from the Chair requesting its resignation, that Partner shall be deemed to have resigned from the Partnership and this shall take effect as a release and discharge of such Partner from this Agreement, the terms and obligations herein contained, from the expiry date of such notice. Such discharge shall be without prejudice to the rights of any other Partner in relation to any antecedent breach of Agreement or obligation on the part of the resigning Partner.

- 13.4.In the event of the resignation or deemed resignation of any Partner as referred to in clause 13.3 this Agreement shall continue to take effect and shall remain in force and be binding upon all other Partners (subject only to the release mentioned in clause 13.3 of the Partner who shall have resigned) and it is agreed that the Executive Board shall continue to operate in accordance with the provisions of this Agreement.

13.5. Upon resignation the remaining Partners and the resigning Partner shall account for all sums due to each other.

14. Duration and Termination

14.1. This Agreement shall come into effect on the Commencement Date and shall continue in force for an initial term of three years (“the Initial Term”).

14.2. At least three months prior to the end of the Initial Term the Partners shall consider and decide whether it is appropriate to extend this Agreement for a further three years. Where the Partners decide (in accordance with the Constitution) to extend this Agreement the term shall be so extended and a memorandum recording such extension shall be attached hereto and a copy forwarded to each Partner. Thereafter this Agreement may be extended on a yearly basis upon the decision of the Partners to extend the same having been reached at least three months before the end of each extended term and in the event of each such extension a memorandum recording such extension shall be attached hereto and a copy forwarded to each Partner PROVIDED ALWAYS that this Agreement may be terminated by the Partnership under clause 14.3 or otherwise and PROVIDED that there are not less than two Partners.

14.3. If the Funding for the Service shall not be extended and payable for any period for which there shall not otherwise be funding (and upon this becoming known to it the Executive Board shall forthwith give notice in writing of the fact to the Partners) this Agreement shall terminate with effect from the later of the expiry date of the Initial Term or the expiry of the last year for which there shall be Funding for the Services.

15. Consequences of Termination

15.1. Upon termination of this Agreement for any reason whatsoever the following shall apply:

15.1.1. the Partnership’s assets and unexpended Funding (if any) shall be applied by the Host Authority to pay termination costs including those connected with the Staff; and

15.1.2. any shortfall in the Funding to meet termination costs will be apportioned between the Partners in such manner as is just and equitable and the Partners shall seek contribution from Sport England towards the termination costs; or

15.1.3. if a surplus in the Funding exists after all termination costs have been met, the Host Authority shall refund any proportion of the Funding that is comprised of the Grant to Sport England in accordance with the conditions of Grant and shall proportionately refund the balance of the surplus to the Partners and other funders.

15.2. For the avoidance of doubt, any costs associated with the termination of a

Secondary Worker's employment shall remain with the Partner that employs that Secondary Worker, and shall not be met by the Funding.

16. Confidentiality

16.1. Except as required by law, each party agrees at all times during the Agreement and after its termination to keep confidential (and will procure that its employees and agents will keep confidential) the Confidential Information and that it will not disclose or permit the Confidential Information to be disclosed except with the prior written consent of the other parties or in accordance with the order of a court of competent jurisdiction or the Information Commissioner.

17. Freedom of Information

17.1. Each party acknowledges that section 81 of the Freedom of Information Act applies where the parties are government departments within the meaning of section 84 of that Act.

17.2. Each party acknowledges that the other party is subject to the requirements of the Freedom of Information Act 2000 and any associated regulation or guidance in force from time to time (the 'FOIA') and the Environmental Information Regulations 2004 (the 'EIR') and each party shall assist and cooperate with the other (at their own expense) to enable the other party to comply with these information disclosure obligations.

17.3. Where a party receives a request for information under the FOIA or EIR ('Request for Information') in relation to information which it is holding on behalf of the other party, it shall and shall procure that its sub-contractors shall:

17.3.1. transfer the Request for Information to the other party as soon as practicable after receipt and in any event within two working days of receiving a Request for Information;

17.3.2. provide the other party with a copy of all information in its possession or power in the form that the other party requires within five working days (or such other period as the requesting party may specify) of the Request for Information; and

17.3.3. provide all necessary assistance as reasonably requested by the other party to enable the other party 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 EIR.

17.4. Where a party receives a request for information which relates to the Agreement, it shall inform the other party of the Request for Information as soon as practicable after receipt and in any event within two working days of receiving a Request for Information.

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17.5.If either party determines that information (including Confidential Information) must be disclosed pursuant to clause 17.4 it shall notify the other party of that decision at least two working days before disclosure.

17.6.Each party shall be responsible for determining at its absolute discretion whether the Confidential Information and/or any other information:-

17.6.1.is exempt from disclosure under the FOIA or the EIR;

17.6.2.is to be disclosed in response to a Request for Information.

17.7.Each party acknowledges that the other party 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 EIR to disclose information:-

17.7.1.without consulting with the other party, or

17.7.2.following consultation with the other party and having taken its views into account.

18. Dispute Resolution Procedure

18.1.If a dispute arises between the parties in connection with or arising out of this Agreement, the parties will each use reasonable endeavours to resolve such dispute by means of prompt, bona fide discussion at a managerial level appropriate to the dispute in question.

18.2.In the event such a dispute is not resolved within 7 days of it having been referred to a managerial level for discussion then either party may refer it to the senior officer of each party for resolution and the same will meet for discussion within 14 days thereafter or such longer period as the parties may agree.

18.3.In the event that such a dispute is not resolved pursuant to clauses 18.1 and 18.2, the dispute will be referred at the request of either party to the decision of a single arbitrator appointed by agreement between the parties within 14 days of one party making such a request, failing which the arbitrator will be appointed on the application of any party by the then President of the Law Society of England and Wales.

18.4.The costs of any arbitration pursuant to this clause will be paid as determined by the arbitrator.

19. Rights and Duties Reserved

19.1.Except insofar as the Partners are expressly or by necessary implication constrained by the provisions of this Agreement, nothing herein contained or implied shall prejudice or affect the Partners' rights and powers duties and obligations in the exercise of their functions as public bodies and/or in any other capacity and all rights, powers, discretions, duties and obligations of the Partners under all public

and private statutes bylaws orders and regulations and statutory regulations and statutory instruments may at all times be fully and effectually exercised as if the Partners were not parties to this Agreement and as if this Agreement had not been made.

20. Assignment and Sub-Contracting

20.1. Each Partner shall be entitled to:

20.1.1. assign, novate or otherwise dispose of its rights and obligations under the Agreement either in whole or in part to any contracting authority; or

20.1.2. transfer, assign or novate its rights and obligations where required by law to a body assuming the whole or part of the Partner's business.

20.2. The Host Authority is entitled to sub-contract the provision of all or part of the Hosting from time to time as it considers appropriate. The Host Authority's contract regulations and financial regulations shall apply to any procurement exercise conducted in relation to any sub-contracting of the Hosting.

21. Variations to the Agreement

21.1. Any variation to the Agreement must be agreed by the parties must be made in writing and executed in the same manner as the Agreement.

22. Recovery of Sums Due

22.1. If any party owes another party money under the Agreement, then the party who is owed the money may set off any such sum against any money it subsequently owes to the other under the Agreement.

23. Severance

23.1. Each provision of the Agreement is severable and distinct from the others. The parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by law. If any such provision is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, it shall to that extent be deemed not to form part of the Agreement but (except to the extent in the case of that provision) it and all other provisions of the Agreement shall continue in full force and effect and their validity, legality and enforceability shall not thereby be effected or impaired, provided that the operation of the Agreement would not negate the commercial intent and purpose of the parties under the Agreement.

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23.2.If any provision of the Agreement is illegal or unenforceable as a result of any time period being stated to endure for a period in excess of that permitted by a regulatory authority, that provision shall take effect within a time period that is acceptable to the relevant regulatory authorities subject to it not negating the commercial intent of the parties under the Agreement.

24. Waivers

24.1.Failure of either party to this Agreement to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed to be a waiver of any such provision and shall in no matter affect the right of that party thereafter to enforce such provision.

24.2.No waiver in any one or more instances of a breach of any provision hereof shall be deemed to be a further or continuing waiver of such provision in other instances.

25. Notices

25.1.Any notice required by this Agreement to be given by any party to another party will be in writing and will be served personally, by fax or by sending the same by registered post or recorded delivery to such address as is notified to each other.

25.2.Any notice served personally will be deemed to have been served on the day of delivery, any notice sent by post will be deemed to have been served 48 hours after it was posted and any notice sent by fax will be deemed to have been served 24 hours after it was dispatched.

26. Entire Agreement

26.1.Each party acknowledges that this Agreement sets forth the entire agreement between the parties and supercedes and replaces all prior communications, drafts, representations, warranties, stipulations, undertakings and agreements of whatsoever nature, whether oral or written, between the parties relating hereto.

27. The Contracts (Rights of Third Parties) Act 1999

27.1.Unless the right of enforcement is expressly provided, no third party will have the right to pursue any right under this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

AS WITNESS the hands of the parties the day and year first before written:

SIGNED BY)
duly authorized for and behalf of)
WILTSHIRE COUNTY COUNCIL)

SIGNED BY)
duly authorized for and behalf of)
SALISBURY DISTRICT COUNCIL)

SIGNED BY)
duly authorized for and behalf of)
WEST WILTSHIRE DISTRICT COUNCIL)

SIGNED BY)
duly authorized for and behalf of)
SWINDON BOROUGH COUNCIL)

SIGNED BY)
duly authorized for and behalf of)
NORTH WILTSHIRE DISTRICT COUNCIL)

SIGNED BY)
duly authorized for and behalf of)
KENNET DISTRICT COUNCIL)

SCHEDULE 1

THE SERVICES

The Service to be provided by the Partnership for the communities of Wiltshire and Swindon is to encourage and enable more people to become physically active. The belief is that through an increased participation in physical activity and sport, Wiltshire will become a more healthy, inclusive and safer place.

The Partnership's long term aim is that by 2020 Wiltshire and Swindon will have achieved the national target of 50% of the population being regularly active. The Partnership comprises a wide range of organisations which have agreed to work together to achieve the national target.

The role of the Partnership is threefold:

Strategic coordination – to optimise the efforts of local deliverers;

Marketing and communication – to promote physical activity and sport to key decision makers and investment partners;

Performance management – to track the Partnership's progress in delivering it's planned strategy.

As a result of working together during the Term of this Agreement, the Partnership's vision is that in three years, more people will start to participate in appropriate physical activity and sport, more people will stay active and through activity more people will succeed in achieving their personal goals.

The Partnership's overall plans are set out in the strategy document '*First Active*'.

SCHEDULE 2

THE HOSTING

In accordance with clause 2.1 Wiltshire County Council as the Host Authority undertakes to provide the following services for the Partnership:

Employment of staff.

The Host Authority will be the employing agent for the Staff on behalf of the Partnership and make available to the Partnership and Staff all facilities and services which would normally be available to the Host Authority's own staff.

The Partnership undertakes to comply with the employment principles and practices applicable to all the Host Authorities staff.

Accommodation.

Appropriately located and sized office facilities at one location to accommodate the reasonable needs of the Staff employed by the Host Authority on behalf of the Partnership. The accommodation will include the provision of sufficient furniture and office equipment, including any lease costs, to enable the Staff to function efficiently and effectively.

In providing the accommodation the Host Authority will meet the costs of all rents, rates, building maintenance, heating, lighting, cleaning, telephone and other costs arising out of the use of the accommodation.

Support services.

In support of the Partnership the Host Authority will provide the following services to the standard normally available to internal departments of the Host Authority, including: payroll, legal, financial, procurement, information technology, human resources, printing, stationery and reprographic.

Financial Services.

On behalf of the Partnership, the Host Authority will receive and administer all income and expenditure. In a form to be mutually agreed the Host Authority will provide access to the financial information relevant to the Partnership and as appropriate, weekly, monthly half yearly and annual financial reports. In addition the Host Authority will provide such financial reports and audited accounts as Sport England and other funding bodies may require.

Information technology.

The Host Authority will provide and maintain such mobile telephones and computers, including internet and broadband facilities as may reasonably be required for the efficient and effective functioning of the Partnership.

In utilising the services of the Host Authority, the Partnership and the Staff undertake to operate in an efficient manner and through good housekeeping, always to make the best possible use of resources.

SCHEDULE 3

THE BUSINESS PLAN

The Partnership Business Plan for the period October 2005 – March 2006 is attached.

The Partnership is in the process of preparing an overall three-year Business Plan for the period April 2006 – March 2009, which will be supplemented by a series of annual detailed Business Plans commencing with the period April 2006 – March 2007.

SCHEDULE 4

KEY PRINCIPLES

The Partnership has been established as one of a network of 45 County Sports Partnerships in England in accordance with the wishes of the Government and the Sport England South West Regional Sports Board.

The Government has announced the target of 50% of the population being regularly active by 2020. The County Sports Partnerships, through the Regional Sports Boards have been tasked with achieving that target.

The Partnership is an association of organisations which have agreed to work together to increase the level of participation in physical activity and sport in Wiltshire and Swindon to meet the Government target. Organisations that have agreed to work together include the local authorities of Wiltshire and Swindon; internal departments within Wiltshire County Council (Education Service, Youth Service, Early Years); Sports Colleges and School Sports Partnerships; National Governing Bodies of Sport; Sport England; The Youth Sports Trust; The English Federation of Disability Sports; Youth Action Wiltshire and Primary Care Trusts.

The core functions of the Partnership as envisaged by the Government are:

- Strategic coordination, so that the efforts of local deliverers are optimised;
- Marketing and communications, so that sport is advocated to key decision makers; and,
- Performance measurement, so that progress is clearly tracked.

Based on Government and Regional Plans and issues identified in Wiltshire the Partnership has agreed on a strategy (*First Active*), to increase the levels of participation in Wiltshire. Taking account of the many benefits that can be derived from participation in physical activity and sport, the Partnership’s mission is ‘*To create a more active, healthy, inclusive and safer Wiltshire*’.

The work of the Partnership is implemented and monitored through four Development Groups. These are:

- Physical Education and Sport
- Sports Development
- Community Activities
- Activity for Health.

Collectively the four development groups will work to address 12 identified challenges in Wiltshire, which are:

Early Years	Active Communities	Facilities
PE & Sport in Schools	Personal Development	Club Development
Out of School Hours	Coach Development	Advocacy & Profile
Post 16	Health	Communications

SCHEDULE 5

THE CONSTITUTION

1. The Partnership shall ensure that all of its decisions are taken with consideration to following the Business Plan, complying with the Financial Memorandum, and complying with the Key Principles
2. Each Partner shall ensure that its representative on the Executive Board shall be familiar with the terms of reference referred to in paragraph (1) above
3. It shall be of paramount importance that the Service is governed on the basis of openness, integrity and trust between Partners.
4. All contracts, sub-contracts and other dealings with either third parties or with individual Partners (based on their particular areas of expertise) shall be at arm's length and shall satisfy and discharge the Best Value duties of the Partners in connection with the same.
5. The Partnership shall monitor any dealings with any Partner for the purposes of the Service to ensure that any such dealings shall be competitive and without preference. If a third party, in all the commercial circumstances, is better placed to provide such services in terms of ability and value, then such third party shall not be rejected because it is not a Partner
6. The Partnership, through its Executive Board, shall conduct reviews of all services on a 6 monthly basis to ensure that all dealings, both in the private and public sector, complies with the spirit of this constitution.

The Executive Board

1. The Executive Board shall meet on reasonable notice and not less than quarterly.
2. In order to be quorate not less than three quarters of the representatives on the Executive Board must be present. Each meeting shall be minuted and the minutes approved at the next meeting.
4. Except in extraordinary circumstances, no meeting shall be convened without the presence of the Chair or the Vice Chair.
5. Each representative on the Executive Board (not including the Chair) shall have one vote. Subject to paragraph 6 of this Schedule, resolutions discussed at meetings of the Executive Board shall be passed by a majority of votes, with the Chair (or Vice Chair if the Chair is not in attendance) having the casting vote.
6. The following resolutions shall require the consent of not less than three quarters of the whole of the Executive Board (not including the Chair who shall have the casting vote):-
 - 6.1 A resolution which is inconsistent with the Key Principles
 - 6.2 A resolution to wind up the Partnership
 - 6.3 A resolution to change the Constitution
 - 6.4 A resolution to appoint another partner
 - 6.5 A resolution to resign or appoint a new Host Authority
7. Each representative on the Executive Board must declare any interest he or his appointing body has in any matter discussed or voted upon by the Executive Board, and such interest shall be minuted. Notwithstanding such disclosure, a Executive Board representative shall be entitled to vote upon a matter in respect of which he has declared an interest
8. Each Chair shall be appointed for a period of 24 months by election from among the Partners' representatives. The Partner whose representative is appointed the Chair shall

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also be entitled to a representative in accordance with clause 7 of the Agreement.

9. The Executive Board shall select one of its number to be Vice Chair. The Vice Chair shall chair any meetings, which the Chair is unable to attend.

SCHEDULE 6**THE FINANCIAL MEMORANDUM**

The Partners have agreed to contribute the following sums on an annual basis towards the core funding of the Partnership's work.

PARTNER	2006 - 2007 (£)	2007 - 2008 (£)	2008 – 2009 (£)
Kennet District Council	£4,700	£4,700	£4,700
North Wilts District Council	£4,700	£4,700	£4,700
Salisbury District Council	£4,700	£4,700	£4,700
Swindon Borough Council	£4,700	£4,700	£4,700
West Wilts District Council	£4,700	£4,700	£4,700
Wiltshire County Council	£4,700	£4,700	£4,700

Each Partner shall submit its yearly contribution to the Host Authority on 1 April of each year of the Term.

