

DATED

2007

CENTRAL LONDON FORWARD

JOINT VENTURE AGREEMENT BETWEEN:

- (1) THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER
- (2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN
- (3) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ISLINGTON
- (4) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK
- (5) THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA
- (6) THE MAYOR AND COMMONALTY AND CITIZENS OF THE CITY OF LONDON

Ref: PR1/295/CT/LJ

THIS AGREEMENT is made the day of 2007

BETWEEN:

- (1) THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER of
Westminster City Hall, 64 Victoria Street, London SW1E 6QP;
- (2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of
Town Hall, Judd Street, London WC1H 9JE;
- (3) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ISLINGTON
of Town Hall, Upper Street, London N1 2UD;
- (4) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF
SOUTHWARK of Town Hall, Peckham Road, London SE5 8UB;
- (5) THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF
KENSINGTON AND CHELSEA of Town Hall, Hornton Street, London W8 7NX;
- (6) THE MAYOR AND COMMONALTY AND CITIZENS OF THE CITY OF LONDON
of PO Box 270, Guildhall, London EC2P 2EJ ("the City Corporation").

(hereinafter jointly referred to as "the Parties" and individually as a "Party").

RECITALS

A The Parties wish to enter into arrangements for the purposes of:

- Influencing policy on major issues affecting Central London, including making the case for additional resources;
- Promoting the strategic importance and needs of Central London with a focus on sustainable economic development and the improvement of the quality of life of workers, residents and visitors;
- Identifying and co-operating on areas of mutual interest, including tourism, the Olympics and its legacy.

B This Agreement is made under section 2(4)(c) Local Government Act 2000.

IT IS HEREBY AGREED as follows:-

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:-

“Local Strategic Partnerships” means the partnerships established by each of the Parties in accordance with guidance issued under Section 4 Local Government Act 2000;

1.2 Words importing the singular shall include the plural and vice versa words importing any gender shall include both genders and words importing persons shall include bodies incorporate, unincorporated associations and partnerships.

1.3 Clause headings are inserted for reference only and shall not affect the interpretation or construction of this Agreement.

2 CONSIDERATION

2.1 In consideration of the mutual agreements set out herein the Parties have granted the rights and accepted the obligations set out herein.

3 COMMENCEMENT AND DURATION

3.1 This Agreement shall commence on the date of execution by the last of the Parties to execute it (“the Commencement Date”).

3.2 This Agreement shall terminate on 31st. March, 2010, unless terminated earlier in accordance with the provisions of Clause 11 below, and may be extended by agreement of the Parties.

4 OBJECTIVES

4.1 The main purposes of Central London Forward (“CLF”) are set out in Recital A, above.

4.2 CLF shall focus initially on the following activities in furtherance of the main purposes:

4.2.1. engaging with and lobbying policy makers including H.M. Government, the Mayor of London and the Greater London Authority functional bodies, sub-regional partnerships, the London Employment and Skills Board, the London Housing Board and any other organisations which have an interest in and influence in respect of Central London;

- 4.2.2. initiating and encouraging research on Central London Issues;
 - 4.2.3. collating statistical and factual information on Central London as an entity;
 - 4.2.4. promoting and broadcasting the case for Central London;
 - 4.2.5. developing and co-ordinating shared programmes and funding bids for work that will further the main purposes, including engagement with London's sub-regional partnerships and the Local Strategic Partnerships.
- 4.3 Further activities may be undertaken by CLF as agreed by the Board from time to time.
- 4.4 The activities referred to in Clauses 4.2 and 4.3 above are hereinafter referred to as "the Programme".

5 GOVERNANCE

- 5.1 Each of the Parties shall nominate its Leader as its representative on the Board and its Deputy Leader as a substitute representative to the Board if the Leader is unable to attend a particular meeting.
- 5.2 The functions of the Board are as follows:
- 5.2.1. to agree the Implementation Team's work priorities for delivering the Programme;
 - 5.2.2. to agree the strategy for the future of CLF;
 - 5.2.3. to agree appropriate sources of funding;
 - 5.2.4. to agree promotional activities;
 - 5.2.5. to approve a financial statement of accounts at each board meeting;
 - 5.2.6. to agree procedures and delegations to be included in a operational handbook;
 - 5.2.7. any other functions agreed by the Board.
- 5.3 The Board shall hold a minimum of three meetings each year.
- 5.4 The first Chairman and the first Vice-Chairman of the Board shall be elected by simple majority vote of those present at the first meeting of the Board.

- 5.5 The term of office of the Chairman is one year., at the conclusion of which the Chairman shall retire. When the Chairman retires unless the Board otherwise determines, he or she shall be succeeded by the Vice-Chairman and a new Vice-Chairman elected.
- 5.6 The quorum for the transaction of the business of the Board is one half of the representatives entitled to be present at the meeting, rounded up to the nearest whole number if the number of such representatives is uneven. Substitute representatives shall count towards a quorum.
- 5.7 The Board shall endeavour to reach unanimous agreement on any decisions to be made. If the Board is unable to agree unanimously on any decision to be made a vote shall be taken. Unless expressly indicated otherwise in this Agreement, all decisions of the Board shall be taken by simple majority vote. The Chairman shall exercise a second or casting vote in the event of an equality of votes.
- 5.8 The Board may admit new members either (on executing a Memorandum of Participation in this Agreement on such terms in respect of financial contribution as the Board shall agree) as full members of the CLF or as members with advisory or observer status only. Members with advisory or observer status shall not be entitled to vote.
- 5.9 The Board may establish such sub-committees, or steering or working groups as they consider appropriate.

6 OFFICER GROUP

- 6.1 The Officer Group will advise and make recommendations to the Board regarding the implementation of the Programme and shall discharge such other functions as are delegated to it by the Board.
- 6.2 The Office Group shall comprise representatives nominated by each of the Parties and may also include other members nominated by the Board and such other co-opted members as the Officer Group shall admit to membership.

- 6.3 The members of the Officer Group shall elect one of their number to chair meetings of the Group.

7 ADVISORY PANELS

- 7.1 The Board may establish Advisory Panels from business and other sectors. The functions of the Advisory Panels shall be to provide specialist sector advice to the Board, the Officer Group and/or the Implementation Team and to act as communication channels between the CLF and the specialist sectors. The membership of each Advisory Board shall be determined by the Board and shall comprise key sector representatives.

8 IMPLEMENTATION TEAM

- 8.1 The Implementation Team shall implement the Programme and shall comprise a Director, a Policy Officer and such other staff as the Board may agree. The Implementation Team shall be employed by the Contracting Body on behalf of the Board and shall be responsible to the Board. Secondments from any of the Parties to the Implementation Team may be agreed by the Board and the Contracting Body as appropriate.

9 CONTRACTING BODY

- 9.1 Subject to Clause 11.3 below, the City Corporation shall act as the Contracting Body for the CLF for period commencing 1st April, 2007 and terminating 31st March, 2010. The Contracting Body shall employ the Implementation Team and enter into other contracts on behalf of the CLF as directed by the Board.
- 9.2 The Contracting Body shall discharge the functions of employer in relation to the Implementation Team and shall oversee the work programme of the Implementation Team as agreed by the Board.
- 9.3 In carrying out its functions hereunder, the Contracting Body shall comply with all relevant legislation, regulations and guidance.
- 9.4 The Contracting Body's costs, expenses and liabilities reasonably incurred in employing the Implementation Team and carrying out such other

functions as agreed by the Board shall be met from the contributions of the Parties under Clause 10 below.

- 9.5 The Contracting Body shall indemnify each of the other Parties against all losses claims expenses actions demands costs and liability arising from any breach of the Contracting Body's obligations hereunder or any negligent or wrongful act, omission or default by Contracting Body in relation to the performance of its obligations hereunder.
- 9.6 In the event the Contracting Body serves notice of termination under Clause 11.3 the Board may appoint another of the Parties (with the agreement of the Party concerned) to act as Contracting Body.
- 9.7 In the event there is a change in the Contracting Body the Party which has been acting as Contracting Body ("the Outgoing Contracting Body") shall as soon as reasonably possible provide to the Party proposing to act as Contracting Body ("the Incoming Contracting Body") such information as the Incoming Contracting Body may reasonably require, including:
- 9.7.1 the Outgoing Contracting Body's accounts insofar as they relate to its activities as Contracting Body;
 - 9.7.2 all information required under Regulation 11 of the Transfer of Undertakings (Protection of Employment) Regulations 2006.

10 FUNDING AND CONTRIBUTIONS TO ADMINISTRATIVE COSTS

- 10.1 Each Party shall contribute the sum of £30,000 in each year of this Agreement, the first payment to be made as soon as reasonably practicable following the execution of this Agreement and subsequent payments to be made by 30st April in each succeeding year. The payments made by the Parties shall be applied towards the costs incurred by the Contracting Body under Clause 9 above and otherwise in furtherance of the Programme.
- 10.2 The CLF may also seek funding from other sources to support the implementation of the Programme.

10.3 The Director shall provide a general financial statement to each meeting of the Board and the accounts of CLF shall be open to audit at the reasonable request of any Party to this Agreement.

10.4 Any cost incurred by the Contracting Body in connection with the redundancies (if any) of members of the Implementation Team arising from the termination of this Agreement ('redundancy cost') shall be met as follows:

10.4.1. First, from any unexpended part of the contributions made by the Parties under clause 10.1 after all other costs associated with the Agreement and its termination have been met;

10.4.2. Secondly, by each of the Parties (which term shall, for the purposes of this Clause 10.4 and Clause 12.1 be deemed to include any Party which has at any time been a member of CLF whether or not it was a member at the time the liabilities were incurred) paying to the Contracting Body on demand a share of any remaining part of such redundancy cost calculated as follows:

10.4.2.1 the aggregate redundancy costs shall be divided by the number of Parties;

10.4.2.2 any Party which was or has been a member of CLF for a period less than the period during which this Agreement has been in force will be liable to pay a percentage of the cost calculated under Clause 10.4.2.1 in accordance with the proportion which its length of membership bears to the duration of this Agreement;

10.4.2.3 any sums calculated under Clause 10.4.2.2 shall be subtracted from the aggregate redundancy costs and the balance shall be divided evenly between those Parties which have been members of CLF for the entire duration of this Agreement. Each

such member shall be liable to contribute the sum so calculated.

- 10.5 In the event that upon termination of this Agreement under clause 11.1 and following payment of all costs associated with the termination including the redundancy cost any funds provided pursuant to this clause remain unexpended such funds shall be returned to the Parties in the same proportions as the respective contributions of the Parties to the date of termination.

11 TERMINATION AND BREACH

- 11.1 The expiry by effluxion of time or termination of this Agreement however caused and the serving of notice to terminate shall be without prejudice to any obligations or rights of any of the Parties which have accrued prior to such termination and shall not affect any provision of this Agreement which is expressly or by implication provided to come into effect on or to continue in effect after such termination.
- 11.2 Any Party to this Agreement may give nine months' written notice of withdrawal from this Agreement to take effect on 31st March in any year, The Board may determine that a shorter period of notice may be accepted in any particular case.
- 11.3 Without prejudice to any other rights or remedies this Agreement may be terminated by the City Corporation (or any other Party which has been appointed Contracting Body under Clause 9.5, above) with respect to its role under this Agreement as Contracting Body for the CLF by nine months' written notice to the other Parties to take effect on 31 March in any year.
- 11.4 This Agreement may be terminated in relation to any Party hereto by the Board by written notice from the Contracting Body effective on receipt on the occurrence of any of the following events:-

11.4.1. where that Party breaches any of the provisions of this Agreement and in the case of a breach capable of remedy fails to remedy the same within 28 days of being notified of each breach by any other Party hereto and being required to remedy the same;

11.4.2. where by reason of any change in law or other reason not attributable to the fault of the Parties one or more of the Parties shall be prohibited or prevented from giving effect to their obligations hereunder.

11.5 Where the Contracting Body is the Party to whom clause 11.4.1 or 11.4.2 above applies, this Agreement may be terminated in relation to the Contracting Body by another Party to this Agreement which consents to act for this purpose by written notice effective on receipt.

11.6 In the event the Agreement should be terminated with respect to the Contracting Body, the Board shall by notice in writing to each of the Parties invite them to act as Contracting Body. In the event that none of the Parties agrees to act as Contracting Body within 28 days of receipt of such notice, this Agreement shall terminate forthwith and the provisions of Clause 12 shall apply.

11.7 The Parties may at any time prior to the expiry of this Agreement by unanimous vote agree to terminate this Agreement and the provisions of Clause 12 shall then apply.

12 DISSOLUTION

12.1 In the event of dissolution of CLF, any assets remaining after all liabilities have been discharged shall be distributed among the Parties (as defined in Clause 10.4.2 above) in the same proportions as the respective contributions of the Parties to the date of dissolution.

13 GENERAL

13.1 **Notices:** All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in this Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally or by first class prepaid letter or facsimile transmission and shall be deemed to have been served if by personal delivery when delivered if by first class post 48 hours after posting and if by facsimile transmission 12 hours after transmission.

- 13.2 **Assignment:** None of the Parties may assign its rights and obligations in whole or in part hereunder without the prior written consent of the other parties hereto.
- 13.3 **Continuing Agreement:** The rights and obligations which expressly or by their nature are intended to survive the expiry or termination of this Agreement shall so survive and bind the Parties, their legal representatives, successors and assigns.
- 13.4 **Good Faith:** Each of the Parties undertakes with each of the others to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this Agreement.
- 13.5 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the matters dealt with herein and supersedes any previous agreement between the Parties in relation to such matters. No variation of this Agreement shall be valid or effective unless made by one or more instruments in writing signed by all the Parties.
- 13.6 **No Partnership:** Nothing in this Agreement shall constitute or be deemed to constitute a partnership between any of the Parties and none of them shall have any authority to bind the others in any way.
- 13.7 **Waiver:** No failure to exercise and no delay in exercising on the part of any of the Parties any right power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right power or privilege preclude any other or further exercise thereof or the exercise of any other right power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies otherwise provided by law.
- 13.8 **Severability** Notwithstanding that any provision of this Agreement may prove to be illegal or unenforceable the remaining provisions of this Agreement shall continue in full force and effect.
- 13.9 **Contracts (Rights Of Third Parties) Act 1999:** Nothing contained in this Agreement confers or purports to confer any rights to enforce any of its

terms pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not a party hereto.

13.10 **Data Protection:** The Parties will comply with and secure all relevant registrations required under the Data Protection Act 1998.

13.11 The Parties agree that if they or their employees gain access in the course of the performance of the Agreement to information consisting of personal data within the meaning of Section 1 of the Data Protection Act 1998, such information shall remain confidential and shall not be disclosed to any other person for any reason whatsoever without the express authority of the Board.

13.12 **Confidentiality:** Neither the Parties or their employees or agents shall divulge to any third party or dispose of or part with possession, custody or control of any confidential matter or information including but not limited to information relating to the business affairs and dealings of the Parties provided to any Party or otherwise coming into to the possession or knowledge of the Party in the course of the performance of this Agreement ("Confidential Information"), other than in accordance with the express provisions of this Agreement; or with the written consent of that Party; or if the Confidential Information:

13.12.1. is or becomes public knowledge (otherwise than by breach of this condition); or

13.12.2. comes into the possession of any Party without restriction as to its disclosure; or

13.12.3. is received from a third party which lawfully acquired it and who is under no obligation restricting its discharge; or

13.12.4. is required to be disclosed by law or by order of a court of competent jurisdiction or by any governmental or regulatory authority; or

13.12.5. is required by the professional advisers of the Parties where reasonably necessary to provide professional advice.

13.13 For the avoidance of doubt, where a request for the disclosure of a document or information which is commercially sensitive or confidential is received by a Party from a third party pursuant to the Freedom of Information Act 2000, the Party in receipt of the request shall, after consulting with the other Parties, decide whether the need to maintain the confidentiality of the document or information is outweighed by the public interest requirement for disclosure.

13.14 Equal Opportunities: The Parties agree that they will not discriminate in any way in carrying out their respective obligations under this Agreement and without prejudice to the generality of the foregoing, will comply with the provisions of the Race Relations Act 1976 as amended by the Race Relations (Amendment) Act 2000; the Sex Discrimination Acts of 1975 and 1986 (as amended) ; the Disability Discrimination Act 1995, the Human Rights Act 1998 and the Employment Equality (Age) Regulations 2006. Each Party shall operate its Equalities and Diversities policy from time to time in force.

14 EXECUTION

14.1 This Agreement is executed by each Party by signing the annexed Memorandum of Participation on behalf of that Party and such Memorandum of Participation shall be evidence of execution by that Party when Memoranda executed by all the Parties are incorporated into this Agreement by the City Corporation.