THIS AGREEMENT is made the 17 day of March 2023

Between

NEWNHAM Parish Council hereinafter called the "Lead Parish" of the one part

and

SOUTH WARNBOROUGH Parish Council (hereinafter called the "Associate") of the other part

WHEREAS

1) The Lead Parish, under an agreement made with Hampshire County Council has agreed to undertake the duties of lead parish in a Parish Lengthsman scheme (referred to here as "The Scheme").

2) The Scheme will include The Lead Parish and up to 14 other parish councils (the "Associates") and will operate for one year from 1st April 2023 to 31st March 2024 under this agreement ("Agreement").

3) Hampshire County Council will provide funding to the Lead Parish, which will arrange for the works and services to be provided for the Scheme by a contractor ("Parish Lengthsman").

4) The Lead Parish Council has agreed to fulfil certain obligations to Hampshire County Council and to procure that the Associates shall fulfil those same obligations, insofar as it concerns the activities of the Scheme within the Associate's parish.

NOW IT IS HEREBY AGREED

1. Operational Matters

1.1. The Lead Parish and the Associate will agree a schedule of dates when the Parish Lengthsman will work at the parish of the Associate. The time of the Parish Lengthsman will be allocated to the Associate in proportion to the number of Parishes in the Cluster.

1.2. In the event that the Associate requires a level of service above that which is funded under the Scheme, the Associate shall meet any such cost.

1.3. The Lead Parish will make the following funding available for the Scheme: One thousand pounds (£1,000) per annum per Associate.

1.4. While the duties of the Parish Lengthsman will be performed under contract with the Lead Parish, the Associate will be responsible for the allocation of tasks, supervision of work, confirmation of hours worked and approval of

any expenses incurred in carrying out of duties while at the parish of the Associate.

1.5. The Associate undertakes to remit any records of work carried out under this Agreement in a timely fashion.

1.6. The Associate undertakes that it will ensure that the Parish Lengthsman carries out those duties in accordance with the practices and procedures prescribed by the Lead Parish.

1.7. The Associate will allocate tasks that are included in Schedule 1 to this Agreement only and will not allocate tasks set out in Schedule 2 to this Agreement.

1.8. In providing the services and works under this Agreement the Associate shall conform to policies, specifications, procedures, standards and directions provided by the Lead Parish on behalf of Hampshire County Council

1.9. Where common forms or documents have been agreed by the parties the Associate shall use such forms and documents.

1.10. Under the Health and Safety at Work Act 1974, The Lead Parish and the Associate have a duty to ensure the Health, Safety and wellbeing of the Parish Lengthsman. This will include training in basic highway safety and the provision of safe working practices and procedures.

1.11 The Lead Parish may instruct the Associate to undertake Further Works as defined in Schedule 1). The costs for any Further Works shall be assessed and agreed between the Parties in writing.

1.12 The Associate will keep records of spend and works undertaken and will be remitted to the Lead Parish on a regular basis but at least every 3 months.

2. Insurance and Claims

2.1. The Associate shall takeout and maintain Public Liability insurance, which shall, for any one occurrence or series of occurrences arising out of one event, be not less than £10,000,000 from a reputable insurer

2.2. The Lead Parish and the Associate acknowledges that claims and proceedings against the highway authority in respect of the provision of the Scheme by the Associate under this Agreement (other than claims under contracts undertaken by the Associate) shall be handled by Hampshire County Council.

2.3. Any such claims or other intimation of such proceedings received by the Associate shall be referred by the Associate to the Lead Parish and

Hampshire County Council as soon as possible but in any event within 7 days of receipt of the claim together with all supporting information.

2.4. The Associate shall provide to Lead Parish and Hampshire County Council any witnesses, information, evidence, documents or other material necessary to enable Hampshire County Council to conduct or settle any subsequent proceedings.

2.5 This Agreement shall be governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts.

IN WITNESS whereof the Lead Parish and Associate have executed this Agreement and delivered the same on the day and year first before written

Signed on behalf of

NEWNHAM Parish Council (Lead Parish)



Date 17 March 2023

SOUTH WARNBOROUGH Parish Council (Associate Parish)



Date 23.3.2023

SCHEDULE ONE

DUTIES OF PARISH LENGTHSMAN

This schedule lists the duties the Parish Lengthsman may undertake.

1 Drainage

- Clearing existing drainage grips
- Maintaining ditches
- Cleaning channels
- Clearing outfalls
- Rodding pipes (off highway)
- Flood prevention works (as specifically directed by the Parish Council as "Further Works")

2 Signage

- Cleaning (non illuminated)
- Minor repairs

3 Other Minor Works

- Remove soil/detritus
- Cutting back vegetation overhanging the road or footway
- Clearing footways of weeds/moss
- Removing vegetation from parapets or fences
- Grass strimming
- Reporting defects
- Sweeping
- Litter picking
- Removing flyposting
- Unauthorised sign and graffiti removal
- Cleaning street name plates
- Cleaning bus shelters
- Minor repairs to street furniture
- 'Village upkeep'

SCHEDULE TWO

EXCLUDED WORKS

This schedule lists the duties the Parish Lengthsman may not undertake.

1 **Cleaning, repair or any work on**:

- Street Lighting
- Illuminated signs and bollards (i.e. any street furniture with an electrical connection)
- The live road, unless the approved traffic management course has been passed
- and, Patching and structural repairs (no excavation due to possibility of underground apparatus)
- Emergency call-outs to highway incidents