

## DELEGATION AGREEMENT

THIS AGREEMENT is made the                      day of

BETWEEN

- (1) **Oadby and Wigston Borough Council** of Council Offices, Station Road, Wigston, Leicestershire, LE18 2DR ('the Borough Council'); and
- (2) **Blaby District Council** of Council Offices Desford Road Narborough Leicester LE19 2EP ('the District Council')

NOW IT IS AGREED as follows:

### 1. Recitals

- 1.1. The District Council wishes to exercise the functions of the Borough Council specified in the first schedule.
- 1.2. The Borough Council is willing to enter into arrangements with the District Council, pursuant to the Local Government Act 1972 Section 101 and pursuant to all other enabling powers, for the discharge of those functions by the District Council on the following terms.

### 2. Definitions and interpretation

In this Agreement:

- 2.1. references to any enactment include references to that enactment as for the time being amended, applied, consolidated, re-enacted by or having effect by virtue of any subsequent enactment, and for this purpose 'enactment' means any Act, whether public, general, or local and includes any byelaw, order, rule, regulation, scheme or other instrument having effect by virtue of an enactment;
- 2.2. references to this Agreement include references to this Agreement as varied in accordance with Clause 9 below;
- 2.3. 'the Delegated Functions' has the meaning given by Clause 4 below;
- 2.4. 'Functions' means powers and duties and includes the power to do anything that is calculated to facilitate or is conducive or incidental to the discharge of functions.
- 2.5. 'Service Level Agreement' means the agreement in the form agreed and entered into by the Borough Council and the District Council.

### **3. Commencement**

3.1. This Agreement shall come into effect on

### **4. Delegation of Functions**

4.1. In consideration of the provisions of this Agreement and pursuant to the above mentioned powers, the Borough Council delegates to the District Council, and the District Council accepts delegation of, the Borough Council's Functions described in the first schedule, subject to the conditions and restrictions referred to in the Service Level Agreement.

### **5. Service Level Agreement**

5.1. The Borough Council's Functions will be will be carried out in under the Service Level Agreement to be varied and agreed from time to time as required.

5.2. The Borough Council and the District Council covenant to enter into the Service Level Agreement on the date of this agreement.

### **6. Agency**

6.1. The District Council shall act as the agent of the Borough Council in the discharge of the Delegated Functions.

### **7. Indemnity and Insurance**

7.1. Save for as provided in clause 7.2 below the District Council shall indemnify the Borough Council and keep it indemnified from and against all liabilities arising directly or indirectly out of or in connection with the exercise by the District Council of the Delegated Functions.

7.2. The Borough Council shall indemnify the District Council and keep it indemnified from and against all liabilities arising from the inaccuracy of any data supplied by the Borough Council to the district Council which is necessary for the carrying out of the Delegated Functions

7.3. Both Parties will maintain at their own cost adequate insurance cover in respect of their potential liability to indemnify the other Party and will ensure that the minimum cover is £3 million.

### **8. Dispute Resolution**

8.1. In the event of a dispute between the Parties a meeting will be convened between the officers of each party who are defined as Designated Officers within the Service Level Agreement to resolve the dispute. If the dispute continues the matter shall be escalated and a further meeting be held to discuss the dispute between the relevant Chief Officers of each Council.

## **9. Termination**

9.1. This Agreement may, without prejudice to the Local Government Act 1972 Section 101(4), be terminated at any time by either party's giving to the other not less than 12 months' notice in writing.

## **10. Variation**

10.1. This Agreement may be varied from time to time by agreement between the parties.

**THE COMMON SEAL** of **OADBY AND WIGSTON BOROUGH COUNCIL** was hereto affixed in the presence of:-

Authorised Officer.

**THE COMMON SEAL** of **BLABY DISTRICT COUNCIL** was hereto affixed in the presence of:-

Authorised Officer.

## **FIRST SCHEDULE**

### **The Delegated Functions**

The functions of the Borough Council under the Local Land Charges Act 1975 save for those specified in Section 3.