

SERVICE LEVEL AGREEMENT
ON THE PROVISION OF IMPLEMENTATION AND ADMINISTRATION OF
PUBLIC RIGHTS OF WAY DIVERSIONS

BETWEEN

ASHFORD BOROUGH COUNCIL – ENVIRONMENTAL SERVICES

AND

KENT COUNTY COUNCIL – PUBLIC RIGHTS OF WAY TEAM

This Agreement is made the ^{PLEASE DO NOT DATE} of two thousand and ten

BETWEEN

- (1) KENT COUNTY COUNCIL PUBLIC RIGHTS OF WAY TEAM (KCC – PROW) of County Hall, Maidstone, Kent ME14 1XX; and
- (2) ASHFORD BOROUGH COUNCIL ENVIRONMENTAL SERVICES (ABC – ENV SERVICES) of Civic Centre, Ashford, Kent TN23 1PL

WHEREAS

1. The parties have agreed to enter into this Agreement which sets out the principles, roles, responsibilities and accountabilities underpinning arrangements for the provision of the implementation and administration of Public Rights of Way diversions by KCC.

2. This Agreement is intended to act as a point of reference for the parties.

NOW IT IS HEREBY AGREED as follows:

3. PARTIES

3.1 The parties to the Agreement are Ashford Borough Council of Civic Centre, Ashford, TN23 1PL and Kent County Council of County Hall, Maidstone ME14 1XX together referred to as the parties.

4. STATUS OF AGREEMENT

4.1 This agreement is not legally binding but is intended to represent the clear intentions of the parties in relation to the provision of the implementation and administration of Public Rights of Way diversions by KCC on behalf of ABC.

5. PURPOSE OF AGREEMENT

5.1 The purpose of this Agreement is to:

- (a) set out in general terms the public rights of way administration and functions to be undertaken by KCC
- (b) indicate the arrangements for undertaking the relevant work
- (c) indicate arrangements for monitoring service delivery, in terms of both quality of work and turnaround times
- (d) specify basic financial arrangements
- (e) set out any other obligations of the parties in relation to the delivery of services under the Agreement.

6. COMMENCEMENT AND DURATION OF SCHEME

- 6.1 This Agreement commences on the date hereof
- 6.2 This Agreement shall remain valid until superseded by a revised agreement mutually endorsed by the authorised signatories of the parties or until termination in accordance with clause 12.1

7. DESCRIPTION OF SERVICES

- 7.1 (a) KCC shall provide Public Rights of Way advice to applicants under S257 and S258 of the Town & Country Planning Act 1990
- (b) KCC shall undertake and facilitate on behalf of ABC the statutory requirements for the making of an order under:
- (i) S257 Town and Country Planning Act 1990
 - (ii) S258 Town and Country Planning Act 1990
- with the exception of ABC's statutory requirements as listed in Clause 8 (Operational Detail)
- (c) undertake all publishing and consultation requirements of the Act
- (d) certify the adequacy and provision of suitable alternative routes as provided in consequence of the confirmed order

8. OPERATIONAL DETAIL

- (a) Applications and enquiries by applicants will be dealt with by KCC direct
- (b) Any meetings with applicants or objectors will be dealt with by KCC
- (c) Any site meetings will be arranged and handled by KCC
- (d) KCC will use plans provided by developers/applicants and, where necessary, supplement with use of its own electronic plans
- (e) Proof of Title/land ownership will be requested and considered by KCC
- (f) Public Rights of Way Orders will be drafted by KCC.
- (g) KCC will conduct informal consultations (in accordance with ABC's list of designated consultees) and respond to comments and/or objections, using its best endeavours to resolve any objection(s).
- (h) ABC will retain the authority to seal the Orders and will undertake this within the required timeframe after the informal consultation process has been completed
- (i) ABC's Head of Environmental Services will receive a copy of the Order to approve, under delegated powers, prior to sealing. KCC to brief ABC's Head of Environmental Services as deemed necessary

- (j) After sealing, formal consultation of the Order making process will be undertaken by KCC
- (k) KCC will send Deposit copies to ABC
- (l) KCC will use DX to transport Orders to ABC
- (m) ABC will arrange for Deposit copies to be held in the Customer Contact Centre for public inspection and displayed on the main ABC notice board
- (n) KCC will advertise the Orders via local newspapers and the KCC website.
- (o) All advertisements will have KCC and ABC logos to denote a service level agreement
- (p) ABC must provide ABC's corporate logo for incorporation into correspondence and advertising templates.
- (q) ABC will provide a link from its website to KCC's website
- (r) KCC will conduct a site visit and issue the Certificate where certification is required
- (s) If no objections are received after a period of 28 days, the Order is to be confirmed as (j) to (n) above
- (t) KCC will invoice developers/applicants direct for all costs associated with the provision of the service directly and will not involve ABC in this process
- (u) For unresolved objections not withdrawn within the two month negotiation period, KCC will seek the instructions of ABC as to whether the Order should be referred to the Secretary of State who will decide the matter by holding a Public Inquiry or by appointing a person to hear the representations of the objector(s). The Secretary of State then decides whether to confirm the Order with or without modification.
- (v) In respect of any legal challenges, KCC to immediately inform ABC's Head of Environmental Services who in consultation with ABC's Head of Legal and Democratic Services will determine what action shall be taken. In the event of ABC requesting KCC to undertake any legal proceedings on its behalf the costs associated with such additional service will be as agreed between the parties at that time.
- (w) Regular monitoring will be undertaken by KCC; an annual review meeting will take place between KCC PROW Team, ABC's Head of Environmental Services and a representative of the Planning Department.

9. STANDARD OF SERVICES

- 9.1 (a) Both parties recognise that the delivery of services depends upon full co-operation and openness between the parties.
- (b) KCC will provide its public rights of way advice and service with reasonable care and skill to a professional standard and to the best of its ability. KCC shall comply with and observe all lawful and proper requests which may be made for advice or and shall give such advice, information or service as is reasonably required.
- (c) The appropriate timetable for the provision of the services will depend on the particular circumstances (for example, the time taken by the Applicant/Agent in answering queries and supplying background information). KCC shall generally supply the service in a timely manner.
- (d) KCC cannot be held responsible for any delay in the delivery of services

10. RESPONSIBILITY FOR PROVIDING IMPLEMENTATION AND ADMINISTRATION OF PUBLIC RIGHTS OF WAY DIVERSIONS

- 10.1 KCC shall provide such services from within its own resources, provided that KCC shall be required to supply only such staff and resources as may be reasonably possible.
- 10.2 Selection of staff for performance of the services shall be the responsibility of KCC.

11. VARIATION

- 11.1 This Agreement may be varied by agreement in writing between the parties.
- 11.2 A proposal to add or modify a particular area or topic of work that has the potential effect of increasing the need for the provision of services by KCC will need to be discussed between both KCC and ABC and any modifications to this agreement can only be introduced with the consent of both parties

12. DURATION AND TERMINATION

- 12.1 Either party may end this Agreement by giving four months written notice to the other party.

13. NO AGENCY OR PARTNERSHIP

- 13.1 Nothing contained in this Agreement shall be construed as creating an agency or partnership relationship between the parties.

IN WITNESS whereof this Agreement has been executed on the date first before written by the undersigned who are duly authorised by KCC and ABC:

SIGNED for and on behalf of)

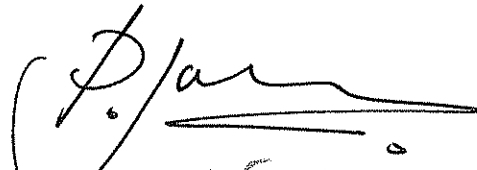
KENT COUNTY COUNCIL)

Authorised Signatory

SIGNED for and on behalf of)

ASHFORD BOROUGH COUNCIL)

Authorised Signatory


Head of Environmental Services