

DATED 1ST December 2022

ABERGAVENNY TOWN COUNCIL



and

ABERGAVENNY DISTRICT TOURISM ASSOCIATION

COOPERATION AGREEMENT

for the provision of funding for

BROCHURE PRODUCTION AND WEBSITE DEVELOPMENT

AGREEMENT

DATED: 1st December 2022

BETWEEN:

- (1) ABERGAVENNY TOWN COUNCIL** of Town Hall, Cross Street, Abergavenny (the “**Council**”).
- (2) ABERGAVENNY DISTRICT TOURISM ASSOCIATION (from herein known as ADTA)** care of (Contact Name and Address)

COOPERATION AIMS

- (A) Abergavenny Town Council has statutory duties under the Well Being of Future Generations Act and has identified a number of organisations that can help the Town Council fulfil their duties. ADTA is one such organisation.
- (B) Abergavenny Town Council support ADTA in its aims to provide ongoing support in creating a more prosperous Tourism Environment.
- (C) ADTA seeks security of funding to enable the group to have a sustainable future and to create increased capacity to develop the prosperity of Abergavenny and its surroundings.

1 COOPERATION SERVICES

- 1.1 During the Term of this Agreement, the Council shall provide capital and revenue funding to support the work of ADTA as set out in Annex 1.
- 1.2 ADTA will take appropriate steps to ensure value for money when letting contracts and that appropriate management arrangements are put in place to ensure that the quality of work is to a specified standard.
- 1.3 The agreement is to incorporate:
 - 1.3.1 Capital and revenue funding to undertake the projects outlined in Appendix 1.
 - 1.3.1 In the event that any of these projects cannot be undertaken the Council will consider favourably allowing ADTA to use such funds for other, approved, projects in line with the cooperation aims outlined above.

2 DELIVERABLES

- 2.1 ADTA will deliver against the Wellbeing of Future Generations Act and the Town Council Strategy & Action Plan to implement changes to enhance biodiversity which works towards Section 6 of the Environment Act. Details of deliverables are set out in Annex 2.

3 TERM AND TERMINATION & INDEMNITIES

- 3.1 Subject to earlier termination in accordance with its terms, this Agreement shall commence on the 1st April 2023 and shall continue until 31st March 2026.

- 3.2 This agreement may be terminated at any time by either party giving at least 12 months' clear written notice to the other party.
- 3.3 There will be a review point every 12 months during the term of this agreement.
- 3.4 ADTA should notify the Council at the earliest opportunity should the Group be considering closing down the project or that the project is in financial difficulty. This would enable the Council to consider its options regarding future funding.
- 3.5 ADTA's membership has in place appropriate insurances which includes public liability insurance. The group has sole responsibility for dealing with any claims from accidents or other events resulting in loss or injury even if the activity was partially funded using Council funding.

4 PAYMENT

- 4.1 The Council will pay £3000pa for 3 years in one annual payment following the signing of the agreement.
- 4.2 Thereafter the Council will pay the annual sum in one instalment; the instalment will be paid ADTA. Future year payments would be subject to satisfactory annual review.

5 VARIATION TO THE AGREEMENT

- 5.1 Should either party wish to discuss a significant variation to the agreement, representatives shall meet to agree such variations. Significant variations will be added to this Agreement as supplementary appendices.

6 PERFORMANCE MANAGEMENT

- 6.1 As a minimum, the Council and ADTA will meet annually. This will involve an update to ATC Policy and Resources Committee to receive a presentation from the group. The performance measures are set out in Annex 3.
- 6.2 One week before the presentation an update report will be sent to the Town Clerk for circulation. The annual report structured under the agreed objectives should capture what has worked well and also what hasn't worked well. It is important for both parties to be open and transparent to aid greater understanding. This report will form the basis for any changes to the deliverables for the coming year.
- 6.3 During the year, copies of newsletters and reports should be circulated to the Town Clerk for circulation to all Councillors.

Cooperation Meetings

- 6.4 Both parties are able to request that a cooperation meeting is convened. This could be to discuss and explore potential issues or new proposals. Both parties are encouraged to view this as a meaningful partnership, with both parties wanting the same outcome.

7 RESOLUTION OF DISPUTES

- 7.1 If there is a dispute between the parties concerning any matter arising from or in connection with this Agreement, the parties will use reasonable endeavours to settle the matter in accordance with the dispute resolution procedure set out below.

7.2 Any dispute which has not been resolved between the Nominated Representatives (to be nominated by the Town Council at the May Council meeting) within fourteen (14) days of the matter being raised, may be escalated by either party to the Chair of ADTA and Full Council Committee by notice in writing.

8 PUBLICITY

8.1 ADTA will acknowledge the support of the Town Council whenever possible on their website, social media, printed materials etc.

Signed on behalf of Abergavenny Town Council) Signature:

By Name:) Date:

Signed on behalf of Abergavenny District Tourism) Signature:
Association

By Name:) Date:

ANNEX 1

COOPERATION FUNDING

PROJECT PLANS: (details in this area to outline brochure plans, website and social media development, etc. development of relationships with other organisations like Visit Monmouthshire, Visit Wales, TIC, BBNPA, MCC, etc. Assistance towards enabling things like Abergavenny in Bloom, Wales in Bloom and Britain in Bloom and other national events be attracted to Abergavenny as their destination of choice. Include continued promotion of www.visitabergavenny.com and how it remains at the top of the search engine!)

ANNEX 2

DELIVERABLES

THE WELL-BEING OF FUTURE GENERATIONS ACT 2015.

How this is reflected in the existing provision and ongoing projects and how this benefits the people of Abergavenny and visitors now and in the future.

A PROSPEROUS WALES

(Details on how your work contributes to increasing the tourism economy – STEAM figures, MCC/Monmouthshire Destination Partnership involvement, BBNPA and TIC support etc)

A HEALTHIER WALES

(Attracting Walkers, Hikers and Cyclists to the area)

A MORE EQUAL WALES

A WALES OF COHESIVE COMMUNITIES

A WALES OF VIBRANT CULTURE AND THRIVING WELSH LANGUAGE

(Heritage and promotion of how this contributes to the wider economy)

A GLOBALLY RESPONSIBLE WALES

SECTION 6 – ENVIRONMENT (WALES) ACT 2016

Biodiversity and resilience of ecosystems duty

(If you feel that there is anything you have which can help towards the biodiversity and environmental responsibilities list them here, including promotion of Exploring Nature walks around Abergavenny)

ANNEX 3
PERFORMANCE MEASURES

The annual report will include the following measurements:

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(The Update Report could include a number of case studies to reflect the impact of activity on individuals or groups.)