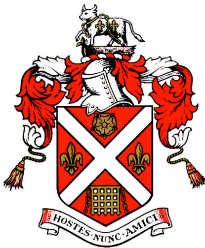


Notes – text in red is suggested text by Cllr Fred Morgan. AFF in agreement with these suggestions.

Text in blue is additions following discussion with new AFF Chief Exec and Town Clerk.

**DATED x**

**ABERGAVENNY TOWN COUNCIL**



**and**

**ABERGAVENNY FOOD FESTIVAL**

<need logo>

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**PARTNERING AGREEMENT**

for support, development and widening the reach of the Abergaenny Food Festival

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## AGREEMENT

**DATED: x**

**BETWEEN:**

- (1) **ABERGAVENNY TOWN COUNCIL** of Town Hall, Cross Street, Abergavenny (the “**Council**”).
- (2) **ABERGAVENNY FOOD FESTIVAL** of Raglan Chambers 63 Frogmore Street Abergavenny NP7 5AU (the “**AFF**”)

### **PARTNERSHIP 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. AFF is one such organisation.
- (B) AFF can help the Council support the local economy and attract visitors to the town, offer volunteering and training opportunities for young people and promote global environmental responsibility.
- (C) Abergavenny Town Council supports AFF in its aims to widen the benefits of the Festival to the town and its residents.
- (D) AFF seeks security of funding to enable the Festival to have a sustainable future and to develop the Festival to offer all year appeal.

### **1 PARTNERSHIP SCOPE**

- 1.1 During the Term of this Agreement, the Council shall provide £10,000 a year for two years to support the work of AFF as set out in Annex 1.
- 1.2 AFF is to 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 Market Hall décor commission for an artist to design, manufacture and oversee the installation of an artwork scheme at the Market Hall at an estimated cost of £6000 a year.
  - 1.3.2 Funding to invest in improving the relationship between the AFF and the town by continuing to subsidise pitches in Frogmore Street; these pitches are to be offered in the first instance to suitable Market Hall traders.
  - 1.3.3 In 2020 AFF will organise a “Mini” Food Conference targeted at 14-18 year olds. The conference is in the early stages of development but will include: Up to 50 delegates. A core of 6 delegates will also form part of the organisational structure. The event will take place on the Friday 18<sup>th</sup> September. Speakers are being arranged by the AFF core team and will include some high-profile food, farming and environmental professionals. Topics to be covered are: Building a sustainable food and farming business (Miller Research), Sustainable projects (Wye & Usk Foundation and Rob Penn), Hospitality and Events, Hospitality Education, getting the skills (Hotel School of the Hague and Coleg Gwent), Start-ups, Crowd-funding

and sustainable banks. Why I am a slaughter-woman. Other relevant topics are being curated.

## **2 DELIVERABLES**

- 2.1 AFF is to deliver against the four Monmouthshire PSB Well-Being Objectives and the Town Council Strategy & Action Plan. Details of deliverables are set out in Annex 2.

## **3 TERM, TERMINATION & INDEMNITIES**

- 3.1 Subject to earlier termination in accordance with its terms, this Agreement shall commence on the x 2020 and shall continue until 31<sup>st</sup> March 2022 **when it shall absolutely determine and all obligations of the parties owed to one another shall cease.**

- 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. The review date will be the anniversary of the date on which this Agreement was executed.**

- ~~3.4~~ AFF should notify the Council at the earliest opportunity should AFF be considering winding up or that the organisation is in financial difficulty.

- 3.5 **AFF shall insure that appropriate insurances are in place at all times during this agreement, this specifically includes public liability insurance.**

- 3.6 AFF has sole responsibility **in respect of** any claims from accidents or other events resulting in loss or injury even if the activity was partially funded using Council funding **and will indemnify the Council against any and all claims arising from the Activities referred to in Annex 1 of this Agreement.**

- 3.7 If the AFF becomes insolvent or otherwise ceases trading or operating then this agreement shall immediately determine: and**

**3.7.1 All financial obligations of the Council shall cease at the date at which the AFF ceases trading or operations or the date on which administrators are appointed; provided that**

**(a) Any financial obligation owed by the parties in respect of clause 1.3.1 above shall be honoured by the Council; provided that**

**(b) Any financial obligations due under clause 3.6.1 (a) above shall be limited to the total aggregate sum of £6000**

- 3.8 This Agreement shall absolutely determine in the event that any of the terms referred to at clause 3 is breached and not less than one month notice is given to the party in breach by the other party.**

## **4 OWNERSHIP**

- 4.1 The Market Hall décor commission remains the copyright of the artist. The commissioned artist has a moral and legal right to object to derogatory treatment of their work, to be identified as the creator of that work and the economic right to make money from the work. The artist will be clearly identified as the creator of the work during installation and display.

4.2 Annually, an agreed number of decorations from previous years will be donated to Abergavenny Town Council for the Mayor to auction to raise funds for the Mayor's Charity and/or if appropriate install in community buildings. This is to be carried out in agreement with the artist and AFF board.

## **5 PAYMENT**

5.1 The Council will pay £10,000 following the signing of the agreement in X.

5.2 Thereafter the Council will pay the annual sum at a time to be agreed. All future payments will be subject to satisfactory annual review.

5.3 Subject to the provisions of clause 8 below, the Council shall be entitled to withhold all or part payments due under this Agreement in any given year if:

5.3.1 The AFF has failed to meet its obligations under this Agreement; or

5.3.2 The AFF has materially breached any term of this Agreement.

## **6 VARIATION TO THE AGREEMENT**

6.1 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.

## **7 PERFORMANCE MANAGEMENT**

7.1 As a minimum the Council and AFF will meet annually. This will involve a presentation from AFF to the Town Council. The performance measures are set out in Annex 3.

7.2 One week before the agreed date of the presentation an update report will be sent to the Town Clerk for circulation. The annual report structured under the four well-being objectives should capture what has worked well and also what hasn't worked well. It is important for partners 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.

7.3 During the year, copies of newsletters etc should be circulated to the Town Clerk for circulation to all Councillors.

### **Partnership Meetings**

7.4 Both parties are able to request that a partnership 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.

## **8 RESOLUTION OF DISPUTES**

8.1 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 through AFF and ATC senior officials.

8.2 Any dispute which has not been resolved within fourteen (14) days of the matter being raised, may be escalated by either party to the Chair of the Board of Trustees and Full Council Committee by notice in writing.

**9 PUBLICITY**

9.1 AFF will acknowledge the support of the Town Council, using the Abergavenny Town Council crest with appropriate prominence whenever possible on their website, social media, printed materials etc. (NB: should this be the crest or logo used on the website?)

**10 ASSIGNMENT**

Unless otherwise agreed in writing, the Parties agree that this Agreement is not assignable by either party or to any other party

**11 DISCLOSURE OF INFORMATION**

Notwithstanding anything to the contrary contained or implied in any documents or negotiations leading to the formation of this Agreement:

- 11.1 The Parties acknowledge that the Council has obligations under the Data Protections Act 2018, the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 in respect of Information relating to the Partnership Agreement and Scope of the Partnership and shall give all reasonable assistance to each other where appropriate or necessary to comply with such obligations
- 11.2 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Data Protection Act 2018 and Freedom of Information Act 2000, the content of this Agreement is not confidential.
- 11.3 Notwithstanding any other provision in this Agreement, the Parties consent to the publication of this Agreement in its entirety including from time to time agreed changes to this Agreement subject to the redaction of information that is exempt from disclosure in accordance with the provisions of the Data Protection Act 2018 or the Freedom of Information Act 2000.
- 11.4 Each Party shall assist and co-operate with the other Party to enable publication of the Agreement.
- 11.5 In order to comply with the Local Government Transparency Code 2015 the Parties agree to supply to the other such information as may be necessary to comply with the Local Government Transparency Code 2015 and the Parties acknowledge that this information is not confidential or commercially sensitive information.

Signed on behalf of Abergavenny Town Council ) Signature:

**By Name:** ) Date:

Signed on behalf of Abergavenny Food Festival

) Signature:

**By Name:**

) Date:

## ANNEX 1

### PARTNERSHIP ACTIVITIES

#### Market Hall Decorations

Creation of unique decorations erected in the Market Hall in advance of the Food Festival weekend

Widening the involvement of young people in the creation of the decorations

For all partners to work together to agree long term arrangements for the continuation of Market Hall decorations

In Year 1, to agree a process for the donation of market hall decorations to the Town Council

#### Local Business Involvement

Town Council to encourage relevant local market traders and businesses to apply for a stall in Frogmore Street

AFF to widely promote subsidised pitches through MCC Market Manager

AFF to communicate with Town Centre Partnership (official name to be agreed) on plans for the Festival

AFF and Town Council to facilitate an annual public meeting to provide an opportunity for residents and businesses to find out about plans for the forthcoming festival and for the AFF staff & board and ATC to listen to comments and concerns.

#### Town Ambassador Scheme

The Town Council to help spread the word through their contacts

AFF to operate a Town Ambassador Scheme

#### Youth Involvement

AFF to run a youth conference in the run up to the Festival

AFF to offer training and employment opportunities in event management

AFF to promote event management as a career with KHS pupils

## **ANNEX 2**

### **DELIVERABLES**

#### **Give Children & Young People The Best Possible Start in Life**

- Engage pupils at King Henry VIII School in the aspects of the Food Festival including a topical young people's conference
- Provide opportunities for pupils to receive training and employment

#### **Address the challenges of demographic change**

- Encourage participation of young people to get involved with the existing volunteers in the creation of the Market Hall décor

#### **Communities and businesses to be part of an economically thriving and well-connected county**

- Continued inclusion of Frogmore Street in the festival
- Increased number of local traders taking stalls
- Improved relationship between the AFF and the town centre businesses
- Where possible procurement of goods and services should be from local businesses

#### **Protect & enhance our natural environment & minimise the impact of climate change**

- To support and promote Refill Abergavenny through the AFF website, programme and social media



**ANNEX 3**  
**PERFORMANCE MEASURES**

The annual report will include the following measurements.

- Number of local stall holders measured against the baseline of 2019
- Number of stalls operating in Frogmore Street and number occupied by local businesses
- Number of Ambassadors from Abergavenny
- Additional funding secured
- Number of local suppliers eg printers
- Number of young people from Abergavenny involved in organising the young people's conference
- Number of young people from Abergavenny involved in the organisation of the main Festival
- Number of young people from Abergavenny offered employment in the organisation of the main Festival.