NORTHAMPTONSHIRE COUNTYWIDE TRAVELLER UNIT COMPACT
The Northamptonshire Countywide Traveller Unit Consortium Agreement

This Agreement is made the 1st day of April 2016

Between

Corby Borough Council
The Corby Cube, George Street, Corby, Northants NN17 1QG

Daventry District Council
Lodge Road, Daventry, Northants, NN11 4FP.

Kettering Borough Council
Municipal Offices, Bowling Green Road, Kettering, NN15 7QX.

Northampton Borough Council
The Guildhall, St Giles Square, Northampton NN1 1DE

Northamptonshire County Council
County Hall, Northampton, NN1 1ED

Chief Constable of Northamptonshire
Force Headquarters, Wootton Hall, Northampton, NN4 0JQ.

South Northamptonshire Council,
The Forum, Moat Lane, Towcester, Northants, NN12 6AD.

Borough Council of Wellingborough
Swanspool House, Doddington Road, Wellingborough NN8 1BP.

(together referred to as the Members)
IN WITNESS whereof the Members have caused their respective Common Seals to be hereunto affixed the day and year first above written.

Signed on behalf of Corby Borough Council  
Signature: __________________________  
Print: __________________________

Signed on behalf of Daventry District Council  
Signature: __________________________  
Print: __________________________

Signed on behalf of Kettering Borough Council  
Signature: __________________________  
Print: __________________________

Signed on behalf of Northampton Borough Council  
Signature: __________________________  
Print: __________________________

Signed on behalf of Northamptonshire County Council  
Signature: __________________________  
Print: __________________________

Signed on behalf of the Chief Constable of Northamptonshire  
Signature: __________________________  
Print: __________________________

Signed on behalf of South Northamptonshire Council  
Signature: __________________________  
Print: __________________________

Signed on behalf of Borough Council of Wellingborough  
Signature: __________________________  
Print: __________________________
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DATED 1st April 2016

THE NORTHAMPTONSHIRE COUNTYWIDE TRAVELLER UNIT CONSORTIUM AGREEMENT
The Northamptonshire Countywide Traveller Unit Consortium Agreement

This Agreement is made the 1st day of April 2016

Between

Corby Borough Council
The Corby Cube, George Street, Corby, Northants NN17 1QG.

Daventry District Council
Lodge Road, Daventry, Northants, NN11 4FP.

Kettering Borough Council
Municipal Offices, Bowling Green Road, Kettering, NN15 7QX.

Northampton Borough Council
The Guildhall, St Giles Square, Northampton NN1 1DE

Northamptonshire County Council
County Hall, Northampton, NN1 1ED

Chief Constable of Northamptonshire
Force Headquarters, Wooton Hall, Northampton, NN4 0JQ.

South Northamptonshire Council,
Springfields, Towcester, Northants, NN12 6AE.

Borough Council of Wellingborough
Swanspool House, Doddington Road, Wellingborough NN8 1BP.

(Together ‘the Parties’ and alone a ‘Party’)

WHEREAS

The Parties to this Agreement have agreed to establish and participate in joint arrangements to provide an operational unit to discharge their functions in respect of Traveller issues on the terms provided by this Agreement.

IT IS HEREBY AGREED as follows:

1. **Scope, Definitions and Interpretation**

1.1 **Scope:**

The CTU will work towards creating a sustainable environment throughout Northamptonshire in which the rights and responsibilities of both Travellers and the settled community are respected.

It will be its Functions to co-ordinate and, where appropriate, to undertake or contract for work relating to Traveller and Gypsy issues throughout Northamptonshire including:

(a) Unauthorised and authorised sites, including transit and permanent sites
(b) Public health and social care issues
(c) Development and implementation of Traveller related policies
(d) Liaise with all stakeholders regarding the development of new Traveller sites
(e) Involve Travellers/Gypsies to solve issues

1.2 **Definitions:**

For all the purposes of this Agreement the terms defined in clause 1.2 have the meanings specified:

“**Accommodation**” means the accommodation to be provided or acquired by the Host Council pursuant to clause 7 and detailed in Schedules 5

“**Advisory Panel**” means the advisory body of the Consortium referred to in clause 3.4 hereof comprising representatives of non-local authority organisations and local authorities who fund the services provided.

“**AGM**” means the annual meeting normally held in June, unless agreed otherwise by all Parties in writing.

“**Business Day**” means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

“**Commencement Date**” means 1 April 2016.

“**Consortium**” means the CTU consortium collectively comprising the Members as of a joint operating unit;
“Consortium Clients” means any other local authorities or public bodies within the meaning of the Local Authorities (Goods and Services) Act 1970 to whom the Consortium agree to provide the Functions and such other persons, authorities or other bodies including private organisations and businesses to whom the Consortium may from time to time agree to provide the Functions.

“CTU” means Countywide Traveller Unit for Northamptonshire.

“CTU Manager” means the person as may be from time to time appointed as such by the Consortium and who shall, subject as herein contained, have specific responsibilities for the matters set out in Schedule 2.

“CTU TLO” means the person as may be from time to time appointed as the Traveller liaison officer.

“Employees” means such employees as are listed in Schedule 4, any other employees as may from time to time be appointed by or on behalf of the Consortium for the purposes of the exercise of the Functions and such other employees (if any) of the Members.

“Executive Board” means the management body of the Consortium referred to in Clause 3.3 hereof comprising of elected members of the local authorities who are a Party to this Agreement.

“Functions” means those CTU functions and processes listed in Schedule 3 and such other related or ancillary functions as may from time to time be agreed by the Consortium to be included therein;

“Gypsy” The legal definition is ‘persons of nomadic habit of life, whatever their race or origin, but does not include members of an organised group of travelling showmen or persons engaged in travelling circuses travelling together as such’. The courts have further clarified this as ‘persons who wander or travel for the purpose of making or seeking their livelihood (not persons who move from place to place without any connection between their movements and their means of livelihood)’.

“Host Council” means Northamptonshire County Council (NCC) or such other local authority as may from time to time administer the budgetary and administrative control of the CTU including the pay and conditions of service of the Employees of the CTU.

“Index” means the all items index of retail prices index issued by the Office of National Statistics or anybody upon which duties in connection with the compilation and maintenance of such Index shall have devolved

“Irish Traveller” Irish Travellers have a distinct indigenous origin and were accepted as an ethnic group for race relations legislation in August 2000.
“Link Officers” means the officers within the Members who have management responsibilities within their organisation for the functions provided by the CTU.

“Members” means individually or collectively (as the case may be) the Parties subscribing hereto, any other Party subsequently being admitted to the Consortium and any successor authority or other body to which all or part of the functions of any such Party shall be transferred;

“Operational Area” means all Consortium members landholdings/interests within the County of Northamptonshire, plus any other geographic area the Executive Board may wish to include.

“Procedure Rules” means the procedures for management of the Consortium listed in Schedule 1

“P.L.E.O” means a designated Northamptonshire police officer who undertakes work for the CTU, but is not its employee. Their direction and control derives from the chief constable.

“Romany Gypsies” were accepted as an ethnic Group for race relation’s legislation in 1989.

“Support Services” means Administrative support which enables CTU to perform the Services under this Agreement.

“Traveller(s)” This term is used in this document for clarity and includes Romany Gypsies, Irish Travellers and New Travellers.

1.3 Interpretation

In this Agreement (except where the context otherwise requires):

1.3.1 Use of the singular includes the plural and vice versa

1.3.2 Subject to clause 21 (Assignments) references to a Party to this Agreement include references to the successor or assigns (immediate or otherwise) of that Party.

1.3.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and a reference to this Agreement includes the Schedules.

1.3.4 Clause headings are included for convenience only and shall not affect the interpretation of this Agreement.

1.3.5 Any reference to any Act of Parliament, or to any Order, Regulation, Statutory Instrument or the like shall be deemed to include a reference to any enactment or re-enactment or replacement of the same.
2. **Term and Extension of the Agreement**

2.1 This Agreement shall remain in force from 1st April 2016, and shall expire automatically on the 31st March 2019, unless it is otherwise terminated in accordance with the provisions of the Agreement, or by operation of law, or extended under clause 2.2 below.

2.2 The Host Council may, by giving six (6) months’ written notice to the Members extend this Agreement for a further period. The provisions of the Agreement will apply throughout any such extended period.

3. **The Consortium**

3.1 In exercise of their powers under Sections 101, 102, 103, 111 and 113 of the Local Government Act 1972 and Sections 19 and 20 of the Local Government Act 2000 and all other powers enabling them in that regard the Members agree to establish and participate in joint arrangements for the provision of the Functions by way of the Consortium which shall be constituted and which shall conduct its business in accordance with the Procedure Rules as amended from time to time.

3.2 Control, administration and operation in accordance with the provisions of this Agreement of the Functions and the legal framework within which the Consortium operates will be vested in the Host Council who shall be empowered to manage and control the day to day operation of the Functions and the management, control and discipline of the Employees, and who shall be responsible in respect of all matters of policy and performance management to the Advisory Panel and Executive Board. The Members acknowledge that any police officer would be subject to police discipline regulations in formal procedure terms dealt with by police professional standards department.

3.3 The Executive Board will be composed of the following who will have the voting rights when attending any meeting hereinafter indicated: -

- Two (2) elected members each from NCC and Northampton Borough Council (NBC) – where both members of the same council are present, one vote each, but in the absence of one of the members, one person may cast both votes.

- One (1) elected member from each of Kettering, Corby and Wellingborough Borough Councils and South Northamptonshire and Daventry District Councils – one vote each member.

3.4 The Advisory Panel will be comprised of the following:

- Two elected members each from NCC and NBC One elected member from each of Kettering, Corby and Borough Council of
Wellingborough and South Northamptonshire Council and Daventry District Council

- One representative each of the Chief Constable of Northamptonshire and Northamptonshire Police Crime Commissioner,
- One link officer each from NCC, NBC, Corby Borough Council, Kettering Borough Council, Borough Council of Wellingborough, South Northamptonshire Council and Daventry District Council
- CTU Manager Police Liaison and Enforcement Officer (P.L.E.O) and CTU TLO

3.5 Future Changes to Legislation

Should there be a change in legislation that allows local authorities working in multi-agency partnerships to delegate their functions to joint bodies including representatives of organisations other than local authorities or who were not elected, then this Agreement shall be amended accordingly, i.e. if it becomes legally possible to give the CTU’s non-local authority organisations voting powers.

3.6 Advice

Subject as otherwise provided for in Clause 3.4 the Advisory Panel will exist only as an advisory panel for the purpose of providing advice to the Executive Board. The Executive Board will consider the advice of the Advisory Panel before making decisions.

3.7 Operational Matters

Neither the Executive Board, Host Council nor the CTU Manager will be able to direct Northamptonshire police to do anything that relates to police activities respectively against their advice, or which conflicts with their respective powers and duties e.g. they will not have the authority to insist that powers exercised by Northamptonshire police under section 61 of the Criminal Justice and Public Order Act 1994 are used.

3.8 Consecutive Executive Board and Advisory Panel Meetings.

The Executive Board will only meet immediately prior to a meeting of the Advisory Panel and voting by members of the Executive Board will take place in the presence of the other Members of the Advisory Panel.

3.9 Persons supporting the functions of the Advisory Panel and Executive Board will consist of the CTU Manager and CTU TLO, one (1) nominated representative of the Local Authority Link Officers, NCC, Service Head for CTU, Host Council administration assistant.

3.10 The Executive Board will meet at least twice per annum and a quorum will be four (4) Members of the Executive Board.
4. **Functions of the Consortium**

4.1 Each Member hereby empowers the Consortium to discharge on their behalf and the Consortium shall so discharge the Functions within the Operational Area with reasonable care and skill and in accordance with the terms of this Agreement.

4.2 Each of the Members hereby empowers the Consortium to arrange for the discharge of the Functions or any of them by the executive of any Council (if such an executive has been established) or any committee sub-committee or person appointed by it or by any person appointed by the Members, the Host Council being hereby nominated for such purposes by the Consortium as provided by clause 3.1 and 3.2, and subsection (2) of section 101 of the Local Government Act 1972 and sections 19 and 20 of the Local Government Act 2000 and the regulations made thereunder shall apply in relation to the Functions of the Consortium as they apply in relation to the Functions of the individual Members.

4.3 The Members further authorise the Consortium to provide services within the Functions to Consortium Clients on such terms as the Executive Board may from time to time determine (save that the provision of such services shall not extend beyond the term of this Agreement).

5. **Employees**

5.1 NCC acknowledges in its capacity as the Host Council that with effect from the Commencement Date, as specified in clause 14.1 it will become the employer of the Employees as defined herein who shall perform the Functions on such employment terms and conditions as may be applicable thereto.

5.2 Each of the Members who is before the date of this Agreement the employer of an Employee recognise that the Transfer of Undertakings (Protection of Employment) Regulations 1981 as amended apply to the transfer of such Employees to the Host Council and that such Members will take all steps and comply with all procedures necessary to ensure the legal and effective transfer of such Employees pursuant to the terms of this Agreement and will indemnify the Host Council against any failure to do so or which otherwise may arise from any claims costs proceedings and demands consequent upon the preceding employment of such Employees.

6. **Support Services**

The Host Council at its cost shall provide Support Services for the Advisory Panel/Board and CTU, which will be part of the Host Council’s financial/in kind contribution (as referred to in schedule 6).
7. **Accommodation**

   The Accommodation together with the maintenance of services and buildings will be provided or acquired by the Host Council on behalf of the Consortium in order to carry out the Functions.

8. **Contracts**

8.1 The Host Council shall (unless otherwise agreed) be responsible for entering into any contracts on behalf of the Consortium provided that they have been entered into in accordance with procedures and on terms agreed by the Executive Board pursuant to clause 3.3 and in accordance with the terms of this Agreement.

8.2 Every contract for the supply of goods and services to the Consortium shall comply with the Financial and Contract Procedure Rules of the Host Council and all such contracts shall be in the name of the Host Council.

9. **Costs**

9.1 In consideration of the performance by the Host Council of its obligations hereunder, including but not limited to the provision of the Accommodation the Members shall contribute to the cost and expense of the same the sums of money and/or other contributions listed against them in Schedule 6 being initially in respect of the period from the 1st April 2016 to 31st March 2019 (payable in advance on 1st April in each year). The Host Council shall submit an annual invoice to the Consortium which shall be payable within thirty (30) days of receipt.

9.2 Payments made in accordance with clause 9.1 thereafter until the 31st March 2019 shall be such annual sums as represent the amount shown in Schedule 6 increased or reduced by a percentage equivalent to the percentage increase or reduction (if any) of the Index, with any small adjustments needed to cover staff salary increments, since the previous anniversary of the Commencement Date. If this Agreement shall continue after 31st March 2019 the contributions shall thereafter be a matter for further agreement between the Members.

9.3 The discharge of the Functions on behalf of the Members and the provision of services to Consortium Clients shall be on the basis of service level agreements entered into between the Host Council on behalf of the Consortium and any Consortium Client as outlined in Schedule 2.

9.3 The fees and charges to be incorporated in the said service level agreements shall be in accordance with a scale or scales to be set by the Executive Board for each financial year or any approved variation or amendment thereof.
10. **Annual CTU Service Plan**

10.1 Following approval of the detail and allocation of its budget in each year by the Executive Board a service plan will be prepared and submitted to the Executive Board not later than three (3) months after the end of each financial year for approval, which will set out how resources (including reserves) will be managed and distributed by the Consortium.

10.2 Each financially contributing Member (paying full levy) will be entitled to receive the full level of service as described in Schedule 2 without further payment. The provision of reduced or part services to any other Consortium Client will be at the discretion of the Executive Board pursuant to clause 3.6.

11. **Financial Statements**

11.1 Subject to the provisions of clause 11.2 below, financial statements of the Consortium shall be submitted to the Executive Board for approval in accordance with the timescales set out herein.

11.2 The Consortium’s financial year-end shall be 31st March each year.

12. **Insurance**

12.1 The Host Council shall at their expense ensure that they hold adequate insurance with a reputable insurance broker, in respect of any liability of a kind normally insured against arising from the discharge of the Functions for the duration of this Agreement and for a period of twelve (12) years after termination of this Agreement.

12.2 The Host Council shall produce copies of the policies of insurance to any of the other Members at their request.

12.3 The Host Council shall meet the cost of the premiums in respect of the relevant insurance policies as part of the Support Services.

13. **Civil Litigation**

13.1 Institution and defence of litigation by the Consortium arising out of the exercise of the Functions shall be undertaken in a representative capacity by or on behalf of the Host Council but at all times the Host Council shall obtain the prior approval (unless immediate action is required for example responding to an application for judicial review) of the Executive Board before taking such action and shall inform and consult with the Executive Board and Advisory Panel as to the progress and conduct of any such proceedings. This Clause will not apply to actions needed to be undertaken to enable the Consortium to carry out their routine functions i.e. actions undertaken by the Consortium in accordance with the objectives of this Agreement such as obtaining summary possession against travellers.
13.2 Subject to clause 13.1 the Host Council:

13.2.1 shall promptly give notice to the other Members in the event that it becomes aware that any proceedings have been brought or are reasonably likely to be brought against the Consortium; and

13.2.2 shall not without the prior approval of the Executive Board issue proceedings against any third party or settle any proceedings. The Executive Board shall consult the Advisory Panel before giving any such approval.

14. **Indemnity**

14.1 Subject as otherwise herein contained all liabilities incurred by the Consortium in discharging the Functions in accordance with this Agreement including any continuing obligations and liabilities after termination of this Agreement shall be shared by the Members and each Member fully indemnifies the Consortium (and the Host Council in its representative capacity) in respect of all losses, costs, claims, actions, proceedings, expenses or liabilities of whatsoever nature arising in any way from the Consortium and the performance of the Functions and in respect of any continuing obligations and liabilities of the Consortium after termination of this Agreement.

14.2 The limit of any Member’s liability under Clause 14.1 is an amount equal to the proportion of the total liability of all the Members together in the proportions as set opposite that Member’s name as shown in Schedule 6.

14.3 The Host Council will fully indemnify the other members against any liability which they may incur due to any bodily injury or disease sustained by its employees during the period of the operation of the Agreement arising as a direct result of the acts or omissions of the Host Council, its servants or agents and against any liabilities incurred as a result of the Host Council acting beyond the authority granted by the Members as set out in this Agreement.

15 **Termination of the Agreement**

15.1 After commencement, a minimum of one (1) year’s notice in writing is given by any of the Members to the CTU Manager for the time being and to the chief executive or other nominated officer of each other Member of the intention of that Member to terminate their membership of the Consortium, whereon their membership will thereon cease but the Consortium shall continue unaffected in respect of the other Members.

15.2 Any costs directly resulting from the termination of membership of the Consortium by any one Member including the costs of redundancy of any Employees, disposal of equipment and other associated costs shall be borne by that Member. Upon receipt of a notice of intention to withdraw from the Consortium as provided for in clause 15.1 above the Members
remaining in the Consortium shall reasonably endeavour to mitigate such costs.

15.3 In the event of all the Members agreeing to terminate this Agreement or not renewing this Agreement all the Members shall use their best endeavours to redeploy the Employees employed at that time on behalf of the Consortium by the Host Council having regard so far as practical to the following considerations:

- The initial number of Employees of each such Member
- The continuing need for the performance of work relating to Travellers
- The special needs of the Members in terms of service skills in the performance of the Functions
- The residence and travel to work arrangements of the Employees concerned

15.4 In the event of all the Members agreeing to terminate this Agreement or not renewing this Agreement all the Members hereby agree that any costs, disposal of equipment or other is done on the following basis:

- Costs shall be shared by all the Members in the proportions as set opposite that Members name in Schedule 6
- Any proceeds after deducting all outstanding costs and liabilities shall be shared by the Members in the proportions as set opposite that Members name in Schedule 6
- Redundancy costs of local authority staff shall be shared amongst all local authorities in the proportions as set opposite that Members name in Schedule 6 and redundancy costs of non-local authority persons will remain the responsibility of the responsible Member.

15.5 This Agreement shall terminate in respect of a Member who commits a material breach of this Agreement, which is incapable of remedy or is otherwise not remedied within thirty (30) days of the Member committing the breach having been served with notice signed by the other Members specifying the breach and requiring its remedy.

15.6 The Members acknowledge that Northamptonshire police is subject to unique statutory duties and obligations, which cannot be compromised or otherwise affected by this Agreement. Therefore Northamptonshire police reserves the right to terminate this Agreement at any time upon written notice to the Host Council. For the avoidance of doubt, termination by Northamptonshire police shall not affect the continuation of this Agreement by the remaining Members.
15.7 Subject to clause 15.8 upon termination of this Agreement by any Member, that Member will cease to be bound by the obligations or entitled to the benefits of this Agreement.

15.8 Clauses 5.2, 12, 14, 15, and 16.1 shall continue to apply to a Member following termination of this Agreement except that the indemnity clause 14.1 will only apply in respect of any losses, costs, claims, actions, proceedings, expenses or liabilities incurred whilst the Member was a member of the consortium and not thereafter.

16. **Arbitration**

16.1 Subject as provided by section 103 of the Local Government Act 1972 any question, dispute or difference in relation to any matter in connection with this Agreement which may occur between the Members or any of them or between the Consortium and any of the Members shall be referred to a single arbitrator to be appointed by agreement between the parties in dispute or in default of such agreement within fourteen (14) days to be nominated by the president of the time being of the British chartered institute of arbitrators in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof.

16.2 This Agreement shall be governed by and construed in accordance with the law of England and Wales.

17. **Sharing of information between Members and Agencies**

17.1 Each Member forming part of the Consortium will (unless prevented by legislation or confidential obligations) provide all information and intelligence that they possess as necessary on the issues falling within the scope of the Functions to the CTU Manager in order to achieve effective provision of the Functions. All matters will be treated with confidence and will not be used for other purposes than those contained within this Agreement.

18. **Safeguarding**

18.1 The Parties acknowledge that all Members have a statutory responsibility under the Safeguarding Vulnerable Groups Act 2006.

18.2 NCC shall ensure that all individuals engaged in the provision of the Functions are:

18.2.1 Subject to a valid enhanced disclosure check undertaken through the DBS including a check against the adults' barred list or the children's barred list, as appropriate; and

18.3 Each Member warrants that at all times for the purposes of this contract they have no reason to believe that any person, who is a direct Employee of that Members, in the provision of the Functions is barred from the activity in
accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

19. **Waiver**

The failure by any Member to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement does not constitute a waiver of any continuing breach or of any other breach or default and shall not affect the other terms of this Agreement. Any waiver, to be effective, must be in writing.

20. **No Partnership/Agency**

20.1 Nothing in this Agreement is intended to or shall operate to:-

20.1.1 create a partnership between the Members;

20.1.2 authorise any Member to act as agent for any other;

20.1.3 authorise any Member to act in the name or on behalf of or otherwise bind any other Member in any way.

20.2 Clauses 20.1.2 and 20.1.3 above shall not apply in respect of any acts carried out by the Host Council as duly authorised by the Consortium pursuant to this Agreement.

21. **Assignment**

No Member shall, without the prior written consent of all other Members, assign, transfer or deal in any other manner with this Agreement or any of its rights under it, or purport to do any of the same, nor sub-contract any or all of its obligations under this Agreement.

22. **Entire Agreement**

This Agreement and the documents referred to in it, constitute the entire agreement and understanding of the Members and supersedes any previous agreement between the Members relating to the subject matter of this Agreement.

23. **Severance**

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.
24. **Notices**

24.1 Any notice given under this Agreement shall be in writing and shall be served by delivering it personally or sending it by pre-paid recorded delivery or first class post to the Host Council at the address set out above and for the attention of the relevant party (if applicable). Any such notice shall be deemed to have been received at the time of delivery (if delivered personally) or two (2) Business Days after the date of posting (in the case of pre-paid recorded delivery or first class post). Provided that if deemed receipt occurs before 9am on a Business Day the notice shall be deemed to have been received at 9am on that day, and if deemed receipt occurs after 5pm on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9am on the next Business Day.

24.2 In proving service of a notice under this Agreement it shall be sufficient to prove that the notice was sent addressed to the address of the relevant party set out in this Agreement and delivered either to that address or into the custody of the postal authorities.

24.3 For the avoidance of doubt, notices given under this Agreement shall not be validly served if sent by e-mail.

25. **Rights of Third Parties**

   No terms of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party, but this does not affect any rights or remedy of a third party which exists or is available apart from under that Act.

26. **Statements**

26.1 **Equality and Human Rights**

   The Consortium, members and employees shall not unlawfully discriminate either directly or indirectly on such grounds as age, disability, gender reassignment, pregnancy and maternity, race – this includes ethnic or national origins, colour or nationality, religion or belief – this includes lack of belief, sex or sexual orientation and without prejudice to the generality shall not unlawfully discriminate within the meaning and scope of any relevant legislation, or statutory modification or re-enactment thereof.

26.2 **Confidential Information**

   Information supplied in the course of this Agreement, whether oral, written or otherwise shall be treated as confidential and that no disclosure will be made to third parties of the terms or effect of this Agreement save as may be reasonable for the purpose of pursuit of obligations of this Agreement.
The police in particular will share information to be used only for the purpose of achieving the CTU's aim and objectives and will not be made available to any other parties without the express permission of the original source.

26.3 Data Protection Act 1998 (DPA)

The Parties acknowledge that each other is subject to the requirements of the DPA and shall (in so far as they are able to do so) assist and co-operate with each other when required to enable each other to comply with Information disclosure requirements.

26.4 Freedom of Information Act 2000 (FOIA)

The Parties acknowledge that each other is subject to the requirements of the FOIA and the Environmental Information Regulations and shall (in so far as they are able to do so) assist and co-operate with each other when required to enable each other to comply with these Information disclosure requirements.
SCHEDULE 1

Procedure Rules for the Executive Board and Advisory Panel of the Consortium

1. The Executive Board of the Consortium shall be constituted in accordance with clause 3.3 of this Agreement and the Advisory Panel constituted in accordance with Clause 3.4.

2. The Executive Board and Advisory Panel shall meet no less than twice per annum. Meetings will be held consecutively to each other, the Executive Board being held first as a public meeting. Representatives present from the Executive Board are entitled to remain present for the duration of the Advisory Panel being held as a private meeting. The Annual Meeting shall receive such financial and other reports as it may reasonably require to determine such matters of policy as may from time to time arise from the operation of the Functions.

3. Members of the Executive Board should be appointed by their Council following the procedures of that Council’s Constitution. The appointment should be made annually and the name of the Member and their contact details including telephone number and e-mail address should be forwarded to the Manager of the Unit. Each Local Authority should nominate a deputy and similarly forward their details to enable the deputy to be properly briefed. Deputies may change as a result of circumstances but changes should be notified to the CTU at least twenty-four (24) hours before an Executive Board meeting to allow relevant papers to be forwarded.

4. Representatives on behalf of each Member shall have the votes as described in clause 3.3 at meetings of the Executive Board and a simple majority of those present shall be required for the purpose of ratification of any proposed decision.

5. Four Members of the Executive Board shall constitute a quorum.

6. At each annual meeting the Members shall elect a Chair and Vice Chair to preside over the Executive Board and Advisory Panel, provided that if there is an equality of votes in the election it shall be decided by lot which of the Members having an equal number of votes shall be Chair and Vice Chair.

7. The Chair may call a meeting of the Executive Board at any time and shall do so on the written request of two Executive Board members.

8. The Host Council shall send to every Member at least seven (7) days before a meeting of the Executive Board an invitation to attend the meeting specifying the proposed business to be transacted thereat.

9. All meetings of the Advisory Panel will be held in private. Meetings of the Executive Board will be open to the public.
10. Each representative on the Advisory Panel and Executive Board shall be responsible for representing all aspects of the CTU to their organisations.

11. Officers of the CTU will not be required, except by agreement of the Executive Board, to report directly to the organisations of the supporting Members.
## Schedule 2

**Service Standards for Unauthorised Encampments**

<p>| | | |</p>
<table>
<thead>
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</table>
| 1 | Receive all enquiries regarding unauthorised encampments. Local Authorities and other agencies to refer callers to the CTU. | - Direct dial dedicated telephone number manned during office hours.  
- Message facility out of hours.  
- All communications logged. Response to enquiries within 3 working days. |
| 2 | Log notification of new encampments. | - New encampment to be visited within 1 working day of notification and details logged on computer. |
| 3 | Establish land owner. | - Details obtained at time of visit and encampment locations identified on a map for ease of reference. |
| 4 | Obtain details of encampment. | - As a minimum, the number of caravans to be recorded.  
- Vehicle registration/descriptions to be obtained by CTU Police Liaison and Enforcement Officer (P.L.E.O).  
- Occupiers of the encampment have good citizenship explanation (see Appendix B of the Northamptonshire Countywide Traveller Unit Consortium – Gypsy and Traveller Policy).  
- The amount of information obtainable will vary according to the nature, size, and duration of the encampment, land ownership and likely action. |
| 5 | Determine likely action. | - An initial assessment made with reference to nature of land and community impact.  
- Assess enforcement action to be taken considering discretionary Police and Local Authority powers. |
| 6 | Communication with all parties involved. | - To be ongoing for the duration of the encampment.  
- To be pro-active in providing accurate information.  
- Local Authorities and Police to be informed of the status of encampments in their area. |
| 7 | Advise and liaise with Travellers on unauthorised encampments. | - Refuse collection for duration of encampment to be arranged and financed by partner authority where possible.  
- Where appropriate and feasible, facilitate the provision of other services e.g. water supply and toilets on emergency stopping places where appropriate. Funding to be agreed by the relevant Local Authority.  
- Keep occupiers informed re: actions, arrangements and expectations. |
| 8 | Take action on environmental complaints. | - Bring complaints to unauthorised occupier’s attention and attempt to resolve informally.  
- Where negotiation fails the CTU will work in partnership and refer to other agencies.  
- Matters for enforcement by other agencies will be referred to them for action.  
- Review CTU enforcement action if necessary. |
<table>
<thead>
<tr>
<th>Number</th>
<th>Task Description</th>
<th>Details</th>
</tr>
</thead>
</table>
| 9.     | Carry out health and welfare assessment. | • Carry out an assessment of Travellers’ health, education and social care needs before a decision is made to commence eviction action.  
• Traveller Liaison Officer (T.L.O) and P.L.E.O may carry out own enquiries where appropriate.  
• Health services to provide health assessment if required.  
• A specialist education professional to provide information if required.  
• Information will be requested from Local Authority housing and social services departments, if appropriate. |
| 10.    | Encampment monitoring and records. | • The CTU will monitor any change in encampment circumstances.  
• A computer log will be kept of all current encampments with their details and status updated each working day. |
| 11.    | Decision on enforcement action. | • CTU Manager (or a nominated deputy when absent) will assess all circumstances of the encampment and make the decision on commencement and timing of legal action, except where the encampment is permitted to stay. |
| 12.    | Commence Court proceedings. | • Prepare Court papers and pass to NCC Legal department.  
• Arrange Court date with appropriate Magistrates’ Court.  
• Direction Orders to be served.  
• Serve Summons at least 24 hours before Court Hearing.  
• CTU officer to attend Court hearing and provide witness evidence.  
• Travellers to be made aware of eviction date and time after Order granted. |
| 13.    | Arrange, co-ordinate and carry out evictions. | • Ensure encampment is vacated by negotiation if possible but forced eviction if necessary.  
• Timescales will vary dependant upon circumstances. The P.L.E.O will co-ordinate and carry out evictions, including the arrangement of towing vehicles if required.  
• Towing costs to be borne by the CTU.  
• Travellers will be kept informed at all stages and date of departure will be negotiated informally wherever possible. Ongoing health/social care issues will be taken into account. If exceptional circumstances occur at any time the use of Police Section 61 powers will be considered. |
| 14.    | Advise/liaise with landowner on securing land. | • Where land has been repeatedly used the CTU may give advice on methods to protect the land against further encampments.  
• Where landowners fail to protect such land, i.e. fail to follow advice or to re-secure the land adequately, this may effect the CTU decision making process. |
| 15.    | Arrange clearance of the land | • Cleaning of the land after an encampment is the responsibility of the landowner. CTU will co-ordinate waste collection within 1 working day of the encampment vacating the land. Monitoring completion of the clean up is the responsibility of the LA Link Officer. |
| 16. | CTU action on private land. | - Advise landowners of options available to them – i.e. permitted stay, negotiation, CTU action, Sect 61 Police action, County/High Court possession order, and common law.
- Provide service to evict using CJPOA Sec 77/78 action if requested in writing and subject to payment of a fee.
- Normal CTU procedures and time scales will apply. |
| 17. | P.L.E.O role within CTU. | - Matters for police action will be co-ordinated by the P.L.E.O
- The P.L.E.O is the nominated decision maker with regards to the use of section 61 actions.
- Where Sec 61 action is appropriate the Police Liaison Officer will co-ordinate.
- The P.L.E.O will not be responsible for investigating reported crime linked to encampments. |
SCHEDULE 3

Performance
Summary of performance indicators

<table>
<thead>
<tr>
<th>Activity</th>
<th>Target (working days)</th>
<th>Performance Indicator</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enquiries dealt with (first contact)</td>
<td>3</td>
<td>90%</td>
<td>Response to enquiries within 3 working days.</td>
</tr>
<tr>
<td>New encampment to be visited within 1 working day of notification</td>
<td>1</td>
<td>95%</td>
<td>Encampments visited within indicator unless operational difficulties prevent this.</td>
</tr>
<tr>
<td>Advise partner authorities and agencies of current encampments status</td>
<td>Weekly</td>
<td>95%</td>
<td>Weekly email sent detailing status of all the current encampments being dealt with by the CTU.</td>
</tr>
</tbody>
</table>

SCHEDULE 4

Personnel
1 x CTU Manager
1 x CTU Traveller Liaison Officer (TLO)
1 x CTU Support Officer (Part time)
1 x Police Liaison and Enforcement Officer (P.L.E.O) – this is not an employee of the CTU.

SCHEDULE 5

Details of Accommodation
CTU office location: County Hall, Northampton NN1 1DN
Telephone Number: 01604 366234

Accommodation:
Open plan office space and the use of shared interview room.

Facilities:
Fully furnished and serviced office space, full IT provision with support, telephone systems and shared use of interview rooms.
## SCHEDULE 6

### CTU Members Financial Contribution

<table>
<thead>
<tr>
<th>% Contribution</th>
<th>2016/17</th>
<th>2017/18*</th>
<th>2018/19*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northamptonshire County Council</td>
<td>48%</td>
<td>£65,068</td>
<td></td>
</tr>
<tr>
<td>Northampton Borough Council</td>
<td>26%</td>
<td>£35,245</td>
<td></td>
</tr>
<tr>
<td>Kettering Borough Council</td>
<td>6%</td>
<td>£8,133</td>
<td></td>
</tr>
<tr>
<td>South Northamptonshire Council</td>
<td>6%</td>
<td>£8,133</td>
<td></td>
</tr>
<tr>
<td>Borough Council of Wellingborough</td>
<td>5%</td>
<td>£6,778</td>
<td></td>
</tr>
<tr>
<td>Daventry District Council</td>
<td>5%</td>
<td>£6,778</td>
<td></td>
</tr>
<tr>
<td>Corby Borough Council</td>
<td>4%</td>
<td>£5,423</td>
<td></td>
</tr>
<tr>
<td>Northamptonshire Police</td>
<td>0%</td>
<td>PLEO and use of 4x4</td>
<td></td>
</tr>
<tr>
<td><strong>Total income from all partners</strong></td>
<td></td>
<td><strong>£135,558</strong></td>
<td></td>
</tr>
</tbody>
</table>

* Contributions for 2017/18 and 2018/19 subject to budget review during previous financial year
Northamptonshire Traveller Consortium Service Plan April 2016 - March 2019

Service Plan

Mission Statement

To provide for Travellers and settled communities across the County a multi-agency approach to support and enforcement, that fosters good relations, and in which the rights and responsibilities of all communities are respected.

Note: The term ‘Traveller’ within this service plan encompasses all Travelling communities. Definitions for the terms ‘Traveller(s)’ and ‘Gypsy(ies)’ are provided in the Compact document

1. Communication and Education

   a. Promote awareness of the CTU and its aims and objectives as the single point of contact, providing education and understanding on Traveller issues to the settled, business and the Travelling community.

   b. To provide the primary source of advice and support to participating local authorities and other agencies.

   c. To be a primary source of information and expertise on Traveller issues and liaise with the media to foster good relations between communities.

2. Permanent and transit accommodation for Travellers

   a. Advise on and support the establishment of permanent and transit sites in line with the recommendations of the current Northamptonshire Gypsy & Traveller Accommodation Assessments

   b. Advise and support Local Authority Housing and Planning Departments when reassessing the accommodation needs of Travellers.

   c. Advise and support on the management of Local Authority sites.
3. Unauthorised Encampments
   a. Manage unauthorised encampments in accordance with the service standards, enforcement protocol and policy on local authority land and private land on request. (See Appendix D)
   b. Implement a common and consistent approach, to ensure application of best practice, legislation and guidance.

4. Engagement & Consultation
   a. Provide advice and support on health and social care for Travellers.
   b. Provide advice and support on education and skills training for Travellers.
   c. To seek opportunities to be involved in research and to influence policy development relating to Travellers at national, regional and local levels.
   d. Liaise and build links with other agencies working with Travellers, to share best practice.
   e. Advise on, support and establish methods of involving and engaging the settled and Travelling community in decision-making and information exchange.
   f. Maintain links with regular Traveller families.

5. Demographic Information
   a. Produce and maintain statistical data and records relating to the activities of the CTU.
   b. Undertake statutory ‘Gypsy and Traveller Caravan Counts’.

6. Governance
   a. Produce reports on the activities of the CTU to The Advisory Panel and Executive Board, as specified in the Compact.
   b. Review all activities and develop future work programme as appropriate.