

Agenda Item No:	8	
Committee:	Investment Board	
Date:	11th July 2022	
Report Title:	Service Level Agreement (SLA) for Fenland Future Ltd	

Cover sheet:

1 Purpose / Summary

- 1.1 To provide the Investment Board with a draft Service Level Agreement (SLA) covering support services recharges to formalise Fenland Future Ltd's working arrangements with Fenland District Council.

2 Key Issues

- 2.1 The draft document is attached for review and covers a range of support services provided by Fenland District Council.
- 2.2 It is initially written for a five year period with options to extend and an annual review to ensure suitability, value for money and best practise.
- 2.2 Additional services can be added where and when appropriate
- 2.3 FFL Board noted this agreement at their Board meeting on 27th May 2022.

3 Recommendations

- 3.1 The Investment Board is asked to approve the draft Service Level Agreement at Schedule 1 of this Report.

Wards Affected	All
Forward Plan Reference	N/A
Portfolio Holder(s)	Cllr C. Boden Cllr I Benney Cllr S Tierney
Report Originator(s)	Peter Catchpole, Corporate Director and CFO Amy Brown, Head of Governance and Legal
Contact Officer(s)	Peter Catchpole, Corporate Director and CFO Amy Brown, Head of Governance and Legal
Background Papers	Indemnity Agreement as attached.

Report:

1 BACKGROUND AND INTENDED OUTCOMES

- 2.1 FFL was incorporated in June 2020 following agreement by Full Council in January 2020 of the Commercial and Investment Strategy.
- 2.2 At the same meeting of Full Council it was noted the intention to utilise up to £25m to deliver the objectives of the strategy.
- 2.3 An initial Business Plan was prepared in-line with the articles of association by 31st January 2021 and has been subject to continued development resulting in the revised Business Plan as presented at today's meeting.
- 2.4 Since adoption two FDC owned sites have been identified for FFL to focus on and bring forward proposals for development.
- 2.5 Consultant teams have been procured in-line with FFL procurement rules and a series of technical reports have been commissioned to support outline planning applications for these sites.
- 2.4 Approving the SLA endorses the working arrangements between FFL and the Council and enables them to deliver the Business Plan with resources in place. This also ensures that the Council is not subsidising FFL by providing free resource and that the charges made in exchange for their expertise can be used to ensure sufficient capacity exists within the Council. This maintains the Council's ability to ensure that each service area within the Council can deliver the objectives in the Council's own Business Plan.
- 2.5 Recharge rates are based on actual salaries including oncosts for staff and an indicative estimate for other provision such as IT etc. These costs will be reviewed annually to ensure fairness.

3 REASONS FOR RECOMMENDATIONS

- 3.1 Endorsing the FFL SLA will enable FFL to progress and meet its Business Plan objectives.
- 3.2 The Business Plan sets out the priority projects, financing needed and an agreed set of project parameters.
- 3.3 This agreement will allow the Council to fairly charge for services provided and will have a positive revenue impact on the Council's financial position.

4 CONSULTATION

- 4.1 The SLA has been agreed by the FFL Board following legal input from their advisors. FDC advisors drafted the SLA.

5 ALTERNATIVE OPTIONS CONSIDERED

- 5.1 Employing staff directly into FFL is a future consideration.

6 IMPLICATIONS

6.1 Legal Implications

6.1.1 Paragraph 3.2.3 of Table 3, Part 3 of the Council's Constitution delegations authority to the Investment Board to:

- (c) determine the amount and terms of any investments, loans and assets required for the delivery of proposals approved in accordance with paragraphs Parts 2 and 3 of the Corporate Investment Strategy; and
- (i) oversee the relationships between the Council and the Council's companies and partnerships in accordance with the Council's objectives.

6.2 Financial Implications

6.2.1 The financial implications have been fully included in the Council's budget and are fully costed into FFL Business Plan. The impact on the Councils budget is a positive contribution of over £1m during the period of the MTFS.

6.3 Equality Implications

N/A

6.4 Any Other Relevant Implications

6.4.1 As outlined in the Business Plan, two priority projects are identified as FFL's focus for the next year.

6.4.2 Both schemes are being prepared for outline planning applications to be submitted, as previously approved, by FFL on land owned by FDC.

6.4.3 Project budgets form a key part of the revised Business Plan and all consultants have been or will be appointed within the FFL approved Procurement Rules.

6.4.4 Subject to the Scheme Update Report tabled at this meeting, a recommendation to progress the process of legal transfer of the priority sites is being proposed.

6.4.5 To enable FFL to confidently deliver all of above an approved SLA is necessary.

7 SCHEDULES

7.1 Schedule 1 - Draft Service Level Agreement.

DATED

2022

FENLAND DISTRICT COUNCIL

AND

FENLAND FUTURE LIMITED

SUPPORT SERVICES AGREEMENT

THIS AGREEMENT is made the _____ day of _____ 2022

BETWEEN:

- (1) **FENLAND DISTRICT COUNCIL** of Fenland Hall, County Road, March PE15 8NQ (the “**Council**”); and
 - (2) **FENLAND FUTURE LIMITED** company registration number 12659496 and registered office Fenland Hall, County Road, March PE15 8NQ (“**FFL**”)
- (together the “**Parties**” and each a “**Party**”).

WHEREAS:

- (A) FFL is a wholly owned commercial company established by the Council and incorporated on 10 June 2020.
- (B) The business objective of FFL is to develop and implement commercial property projects on behalf of the Council and on its own account.
- (C) To assist FFL in the delivery of those services, the Council has agreed to provide the Support Services to FFL in respect of certain administrative and technical functions more particularly set out in the Schedules.

NOW IT IS HEREBY AGREED as follows:-

1. DEFINITIONS

1.1 In this Agreement, including the recitals and the Schedules, the following words and expressions shall, unless the context requires otherwise, have the following meanings:

- “**Additional Support Services**” means such additional Support Services as the Parties may agree in accordance with the provisions of Clause 2.3;
- “**Breach**” means a breach of the terms and conditions of this Agreement;
- “**Business Day**” means any day except Saturday, Sunday and bank/public holidays;
- “**Controller**”, “**Processor**”, “**Processing**”, “**Data Subject**”, “**Personal Data**” shall each take the meaning given in the Data Protection Legislation.
- “**Data**” means any data, materials or other information which is disclosed by one Party to the other in relation to the Support Services pursuant to the terms of this Agreement;

"Data Protection Legislation"	shall mean all applicable data protection and privacy legislation in force from time to time in the United Kingdom (including the GDPR, the LED and the DPA 2018) and any relevant national implementing Laws and regulatory requirements, as amended from time to time, to which the Council and/or FFL are subject, relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and any related guidance or codes of practice issued by the relevant supervisory authorities.;
"Dispute Procedure"	The Parties shall refer disputes to their respective service directors in the first instance, and if the dispute is unresolved after 14 days thereafter, to their respective Chief Executives. If the dispute remains unresolved after a further 14 days, then either Party may terminate this Agreement in accordance with Clause 4.2.
"DPA 2018"	means the Data Protection Act 2018;
"Fees"	means the costs payable by FFL in respect of the Support Services;
"GDPR"	means the General Data Protection Regulation (Regulation (EU) 2016/679);
"Law"	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements;
"LED"	means the Law Enforcement Directive (Directive (EU) 2016/680);
"Support Services" or "Services"	means the support services to be provided by the Council to FFL as set out in the Schedules as amended from time to time in accordance with the terms of this Agreement;
"Support Services Specifications"	means the specifications for the Support Services as set out in the Schedules as amended from time to time in accordance with the terms of this

Agreement;

“Term”

means a period commencing on 10 June 2020 and ending after a period of 5 years subject to any extension agreed or earlier termination in accordance with the terms of this Agreement.

1.2 In the event of any inconsistency or discrepancy between the terms of the main body of this Agreement and the terms of the Schedules the conflict or discrepancy should be resolved according to the following descending order of priority:-

1.2.1 Main body of this Agreement;

1.2.2 The Schedules.

1.3 Except where the context otherwise requires in this Agreement words denoting the singular include the plural and vice-versa, words denoting any gender include all genders and words denoting persons include firms and corporations and vice-versa.

1.4 Any reference in this Agreement to any Clause or Schedule shall mean a clause or schedule to this Agreement.

1.5 The Schedules form part of this Agreement and shall be interpreted and construed as though set out in the main body of this Agreement.

1.6 The clause headings herein are included for ease of reference only and do not form part of this Agreement.

2. SUPPORT SERVICES TO BE PROVIDED BY THE COUNCIL

2.1 The Support Services shall be provided in accordance with the Support Services Specifications set out in the Schedules.

2.2 Subject to Clause 4 and the terms of this Clause 2, the Support Services shall be provided for the Term and shall cease to be provided at the end of the Term unless the Parties agree to extend the Term in accordance with Clause 2.4.

2.3 FFL may request that the Council provide it with Additional Support Services by written request to the Council at least 1 month prior to the proposed commencement date of any such Additional Support Services and if the Council agrees to such request the Parties shall agree in writing a Support Services Specification for incorporation into this Agreement and which shall take effect on the same terms as this Agreement.

2.4 If the Parties agree to extend the Term such extension shall be in writing and shall take effect on the same terms as this Agreement.

2.5 The Council hereby agrees that if it plans to outsource any of the Support Services it will notify FFL as soon as reasonably possible and take into account any views FFL may express, however for the avoidance of doubt any such decision will be made at the Council's sole discretion.

3. PAYMENT OF FEES BY FFL AND VAT

3.1 In consideration for the provision of the Support Services by the Council, FFL shall, unless otherwise agreed in writing between the Parties, pay the Council the Fees

plus VAT per annum for the duration of the Term and during any agreed extended period.

3.2 The Fees shall be payable quarterly in arrears and shall normally be invoiced by the Council to FFL on the first Business Day of April, July, October and January FFL shall pay all such invoices in full within 30 days.

3.3 The Fees for the first three years of the Term are set out in the Schedules. Thereafter the Fees shall be reviewed annually in line with the Council's annual budget process each November or more frequently as may be set out in the Schedules.

3.4 Disputed sums may be referred by either Party for resolution by the Dispute Process.

4. TERMINATION

4.1 The provision of any or all of the Support Services may be terminated by the Council forthwith upon giving notice in writing to FFL if FFL ceases to carry on business or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.

4.2 Either Party may terminate this Agreement in whole or in part by giving to the other Party not less than 3 months written notice.

4.3 In the event of a Breach by a Party, the other Party may give written notice to the Party in Breach setting out in detail the nature and extent of the Breach, the Support Service or Services to which it relates and the actions and timescale required to remedy it.

4.4 If the Party in Breach:

4.5.1 fails to comply with the terms of the notice in clause 4.4; or

4.5.2 fails to agree with the other Party any action plan for the remedy of the Breach; or

4.5.3 fails to comply with the terms of any action plan in clause 4.4; or

4.5.4 commits a further material or persistent Breach of this Agreement;

then the Parties shall apply the Dispute Procedure, or in the absence of agreement to apply the Dispute Procedure the other Party may terminate this Agreement in respect of the relevant Support Service or Services forthwith but the Agreement shall continue in respect of any remaining Support Services.

4.5 Any termination of any of the Support Services (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

5. LIMITATIONS OF CLAIMS AND LIABILITIES

5.1 Neither Party shall be liable to the other for any indirect or consequential loss or damages of any nature whatsoever arising from negligence, breach of contract or otherwise.

5.2 Notwithstanding the provisions of Clause 5.1 neither Party excludes liability for death or personal injury to the extent that it is caused by the negligence of that Party, its employees or agents, for fraud or fraudulent misrepresentation or for a breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.

6. NOTICES

6.1 The Parties to this Agreement may only serve notice on the other Party by delivering it by hand to the other Party or sending it by first class recorded delivery post to the other Party at that Party's address set out above or such other address as the Parties may notify each other from time to time.

6.2 Every notice to the Council shall be made for the attention of the Monitoring Officer and every notice to FFL shall be made for the attention of the Chief Executive.

6.3 Every notice will be treated as served at the end of the day that it is delivered if it is delivered by hand, 2 Business Days after despatch if it is sent by first class recorded delivery post.

6.4 In proving that service has been effected it is sufficient to show that, in the case of delivery by hand that it has been signed for by the other Party, or its employee, agent or duly authorised representative, or in the case of delivery by post that the letter was properly addressed, pre-paid and posted.

7. FORCE MAJEURE

7.1 No failure or omission by either Party to carry out or observe any of the terms or conditions of this Agreement shall, except in relation to obligations to make payments hereunder and except as expressly provided to the contrary, give rise to any claim against the Party in question or be deemed a breach of this Agreement if such failure or omission arises from any cause reasonably beyond the control of that Party including, but not limited to, an act of God, national emergency, war, or any other cause beyond the reasonable control of the Parties renders performance of this Agreement impossible (a "**Force Majeure Event**").

7.2 Each Party agrees to notify the other as soon as reasonably practicable upon becoming aware of a Force Majeure Event and the Parties shall then work together in such a manner as is reasonable in the circumstances to deal with the Force Majeure Event and shall use all reasonable endeavours to mitigate any adverse effects on the provision of the Support Services and any losses arising from the Force Majeure Event and continue to perform their obligations under this Agreement notwithstanding the Force Majeure Event.

7.3 If a Party is unable to fulfil its obligations in a Force Majeure Event the obligations hereunder of such Party shall be suspended. The Party whose obligations have been suspended as aforesaid shall give notice of such suspension as soon as reasonably possible to the other Party stating the date and extent of such suspension and cause thereof. Any Party whose obligations have been suspended as aforesaid shall resume the performance of such obligations as soon as reasonably possible after the removal of the cause and shall so notify the other Party.

7.4 Each Party shall bear its own costs in rectifying a Force Majeure Event and neither Party shall be entitled to bring a claim for a breach of this Agreement or incur any liability to the other Party for any losses or damages arising from a Force Majeure Event.

7.5 Where a Force Majeure Event has a material effect on the provision of all or any significant part of the Support Services for more than 3 months then either Party shall be entitled to terminate this Agreement in relation to the part of the Support Services affected by giving not less than 3 months' prior written notice to the other.

8. WAIVER

8.1 No delay, omission or forbearance by either Party hereunder to exercise or enforce any right, power or remedy arising under or in connection with this Agreement shall operate as a waiver of that or any other right, power or remedy, and any single or partial exercise or enforcement thereof shall not preclude any other or further exercise or enforcement thereof or the exercise or enforcement of any right, power or other remedy.

8.2 A waiver of a breach of or default under any of the terms of this Agreement does not constitute a waiver of any other breach or default and shall not affect any other terms of this Agreement.

8.3 A waiver of a breach of or default under any of the terms of this Agreement will not prevent a Party from subsequently requiring compliance with the waived obligation in respect of that breach or continued default.

8.4 The rights, powers and remedies provided in this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any right, power or remedy provided by law or by any other agreement or document.

9. SEVERABILITY

9.1 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement.

10. ENTIRE AGREEMENT

10.1 This Agreement and all agreements entered, or to be entered into, pursuant to the terms of this Agreement or entered into between the Parties in writing and expressly referring to this Agreement, constitute the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement. This Agreement supersedes all previous discussions, agreements and understandings between the Parties and their agents (or any of them) and all previous representations and expressions of opinion by any Party (or its agent) to any other Party or its agent and each Party acknowledges that, in entering into this Agreement, it does not do so on the basis of, or in reliance upon, any representations, promises, undertakings, warranties or other statements (whether written or oral) in relation to the subject matter except as expressly provided in this Agreement and accordingly all conditions, warranties or other terms implied by statute or common law are, save as to fraud, hereby excluded to the fullest extent permitted by law.

11. ASSIGNMENT

11.1 Neither Party shall be permitted to assign this Agreement without the express written consent of the other Party.

12. CONFIDENTIALITY

12.1 Each Party undertakes to the other to keep secret and confidential all information (whether written, pictorial, in machine readable form or oral) and in whatever form received during the continuance of this Agreement or obtained as a result of entering into or performing this Agreement concerning the business or affairs of the other Party including without limitation:

12.1.1 the provisions of or (subject as provided in Clause 12) the subject matter of this Agreement;

12.1.2 information concerning the trade secrets, customers, suppliers or business associations of the other Party; and

12.1.3 information concerning the financial, operational, technical or commercial affairs of the other Party;

12.1.4 all of which shall be the "Confidential Information".

12.2 Each Party undertakes to the other not to use the Confidential Information of the other Party except for the purposes of this Agreement and shall not (without the prior written consent of the other Party) disclose the same to any person save to the extent necessary for the performance of this Agreement and except to the extent that such information:

12.2.1 is required to be disclosed by the law of any relevant jurisdiction;

12.2.2 is trivial or obvious;

12.2.3 is already in the public domain at the time of disclosure or thereafter shall fall into the public domain other than as a result of reach of this Clause 12;

12.2.4 is in the disclosing Party's possession (as evidenced by written records) otherwise than as a result of a breach of this Clause 12;

12.2.5 becomes known to the disclosing Party from a source other than another Party to this Agreement otherwise than as a result of a breach of this Clause 12; or

12.2.6 was disclosed after the express prior written approval of the Party to whom such information belongs

and in any event subject to the disclosing Party having notified the other Party to this Agreement in writing prior to making such disclosure.

12.3 FFL shall assist the Council in meeting any reasonable requests for information in relation to this Agreement which are made to the Council in connection with the Freedom of Information Act 2000 ("**FOIA**") or any statutory modification or re-enactment thereof or any related guidelines or codes of practice having regard to the statutory timescales and requirements and will furnish to the Council such information as the Council may reasonably require relating to such requests for information.

12.4 FFL acknowledges that in responding to requests for information described in Clause 12.3 the Council shall be entitled to provide information relating to this Agreement provided that the Council shall not, in responding to such requests for information, disclose any confidential information as defined by and which is exempted from disclosure under any provision of Part II of the FOIA.

12.5 Notwithstanding anything contained elsewhere in this Agreement, the provisions of this Clause 12 shall survive the termination or expiry of this Agreement.

13. DATA

13.1 Title in all Data disclosed by one Party to the other shall remain at all times vested in the disclosing Party and to the extent necessary for each Party to perform its obligations under this Agreement each Party shall licence Data to the other only for such period as it is performing its obligations under this Agreement. Subject to Clause 12 (Confidentiality), nothing in this Clause 13.1 shall prevent FFL from using any general learning, skills, experience or other residual knowledge retained in the unaided memory of any of their directors, employees, consultants or advisors who had access to the Data. The provisions of this Clause 13 shall survive the expiry or termination of this Agreement irrespective of the reason for termination.

13.2 FFL shall to the extent that it is entitled so to do:

13.2.1 make available to the Council without charge and at all reasonable times all Data which might reasonably be required by the Council for the purposes of exercising its rights or performing its obligations or any statutory duty; and

13.2.2 make available to the Council all such Data, materials and documents acquired or brought into existence by any third party as may reasonably be required for such purposes provided that if FFL incurs any additional cost in complying with this Clause 13.3, the Council and FFL shall meet to discuss, acting reasonably and in good faith, how such additional cost should be managed.

13.3 FFL and the Council shall each take reasonable precautions (having regard to the nature of their respective obligations under this Agreement) to preserve the integrity of Data and to prevent any corruption or loss of Data.

13.4 Each Party shall ensure that a back-up copy of Data is recorded on media from which Data can be re-loaded in the event of any corruption or loss of Data in accordance with a back-up schedule to be agreed between the Parties from time to time and recorded in writing.

13.5 In the event that Data is corrupted or lost as a direct result of any default by a Party then:

13.5.1 that Party shall at its own expense restore or procure the restoration of Data using the back-up copy referred to in Clause 13.4; and

13.5.2 if a Party fails to comply with Clause 13.6.1, the other Party may, without prejudice to the other rights and remedies available to that Party, restore or procure the restoration of Data using the back-up copy referred to in Clause 13.4, and shall be repaid by the non-complying Party for any reasonable losses, costs or expenses so incurred.

13A. DATA PROTECTION

- 13A.1 The Parties agree that they are each a Controller in relation to the Personal Data they Process pursuant to the Contract. 13A.2 Each Party shall comply with their obligations under the Data Protection Legislation in relation to Processing of Personal Data pursuant to this Agreement.
- 13A.2 Each Party agrees that they shall not do or omit to do anything which would cause the other Party to be in breach of its obligations under the Data Protection Legislation.
- 13A.3 The Party which deals directly with the Data Subject shall be responsible for obtaining any necessary consents for Processing and for providing the Data Subject with the information required by Articles 13 and 14 of the GDPR including the transfer of data between Parties and the purposes for which the Personal Data will be Processed.
- 13A.4 If either Party determines that it is to make a report or notification to the Information Commissioner's Office or any other person in relation to the Processing of Personal Data under this Agreement that Party shall inform the other Party, and provide all known details of the proposed report unless prohibited by law.
- 13A.5 If either Party receives any request from a Data Subject exercising or purporting to exercise their rights under the Data Protection Legislation, that Party shall notify the other Party of the request and provide the other Party with any information reasonably requested unless prohibited by law.
- 13A.6 The Parties shall provide each other with any cooperation or information reasonably required in relation to investigating or complying with requirements relating to the Data Protection Legislation.
- 13A.8 For the purposes of clause 13 and this clause 13A any reference to a Party shall include that Party's employees, sub-contractors, external advisors, consultants and directors and each Party shall be and shall remain fully liable for all acts or omissions of and shall indemnify and keep indemnified the other Party against all losses incurred by it in respect of any breach of this clause 13A by itself, its employees, sub-contractors, external advisors, consultants and directors.

14. RIGHTS OF THIRD PARTIES

- 14.1 No person who is not a Party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Agreement.

15. NO PARTNERSHIP OR AGENCY

- 15.1 Nothing in this Agreement and no action taken by the Parties under this Agreement shall create a partnership or establish a relationship of principal and agent or any other fiduciary relationship between the Parties.

16. AMENDMENTS

- 16.1 No amendments to this Agreement, including any additions to or reduction of the Support Services or variation of the Fees, shall be binding unless agreed to by the Parties and evidenced in writing and signed by the authorised representative of each Party.

17. GOVERNING LAW AND JURISDICTION

17.1 This Agreement is governed by and is to be construed in all respects in accordance with the Laws of England and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

THE SCHEDULES

SCHEDULE 1	FINANCE SERVICES
SCHEDULE 2	HUMAN RESOURCES
SCHEDULE 3	ADMINISTRATIVE SERVICES
SCHEDULE 4	PROCUREMENT SERVICES
SCHEDULE 5	ICT SERVICES
SCHEDULE 6	COMMUNICATIONS SERVICES
SCHEDULE 7	PROPERTY SERVICES

SCHEDULE 1
FINANCE SERVICES

1. General financial services to be provided cover transactional and ledger work, FD and CFO support and other such services as deemed necessary in the day to day operational running of a Limited company.
2. Any request for Financial services by FFL shall be made directly to the Accountancy manager.

3. Fees in respect of the Finance Services are set out below:

Annual Cost	2020/21	2021/22	2022/23
£10,000	£5,000	£10,000	£10,000
Director Level Services £16,496.80	£8,248.40	£16,496.80	£16,496.80
CFO Support £12,500	£6,250	£12,500	£12,500

4. Fees will be invoiced by and payable to the Council on the terms shown in Section 3 of this agreement.

SCHEDULE 2

HUMAN RESOURCES

1. General HR services to be provided covering transactional HR and payroll work, Occupational health, Head of HR support, policies and other such services as deemed necessary in the day to day operational running of a Limited company.
2. Any request for HR services by FFL shall be made directly to the Head of HR.
3. Fees in respect of Human Resources are set out below:

Annual Cost	2020/21	2021/22	2022/23
£10,000	£5,000	£10,000	£10,000

4. Fees will be invoiced by and payable to the Council on the terms shown in Section 3 of this agreement.

SCHEDULE 3

ADMINISTRATIVE SERVICES

A INFORMATION GOVERNANCE SERVICES

1. The Council will provide day to day operational support to FFL in relation to data protection and freedom of information services (together the "Information Governance Services"):

B COMPANY SECRETARIAL AND CORPORATE GOVERNANCE SERVICES

1. The Council will provide day to day operational support to FFL in relation to Company Secretarial and corporate governance
2. Any request for Admin services by FFL shall be made directly to the Head of Governance.
3. Fees in respect of the Administrative Services are set out below:

Annual Cost	2020/21	2021/22	2022/23
£	£	£	£
Chairmanship services £17,621.40	£8,810.70	£17,621.40	£17,621.40
General	£5,000.00	£10,000.00	£10,000.00
Company secretarial services £17,540.40	£8,770.20	£17,540.40	£17,540.40

4. Fees will be invoiced by and payable to the Council on the terms shown in Section 3 of this agreement.

SCHEDULE 4

PROCUREMENT SERVICES

1. The Council will provide FFL with procurement services in accordance with its usual operational procedures (the "Procurement Services").
2. Any request for Procurement Services by FFL shall be made directly to the procurement manager.
3. Fees in respect of the Procurement Services are set out below:

Annual Cost	2020/21	2021/22	2022/23
£8,225		£8,225	£8,225

4. Fees will be invoiced by and payable to the Council on the terms shown in Section 3 of this agreement.

SCHEDULE 5

ICT SERVICES

- 1. The Council will provide day to day operational support to FFL in relation to ICT provision.
- 2. Any request for ICT Services by FFL shall be made directly to the Head of ICT.
- 3. Fees in respect of the ICT Services are set out below:

Annual Cost	2020/21	2021/22	2022/23
£14,000	£7,000	£14,000	£14,000

- 4. Fees will be invoiced by and payable to the Council on the terms shown in Section 3 of this agreement.

SCHEDULE 6

COMMUNICATIONS SERVICES

1. The Council will provide day to day operational support to FFL in relation to Communication services.
2. Any request for Comms Services by FFL shall be made directly to the Head of Comms.
3. Fees in respect of the Comms Services are set out below:

Annual Cost	2020/21	2021/22	2022/23
£10,000.00	£5,000.00	£10,000.00	£10,000.00

4. Fees will be invoiced by and payable to the Council on the terms shown in Section 3 of this agreement.

SCHEDULE 7

PROPERTY SERVICES

1. The Council will provide day to day operational support to FFL in relation to Property services.
2. Any request for Property services by FFL shall be made directly to the Head of Property.
3. Fees in respect of the property services are set out below:

Annual Cost	2020/21	2021/22	2022/23
Director level services £30,400	£15,200	£10,133.33	£10,133.33
Consultancy services £100,000	£5,000	£42,997.50	£100,000
Head of Property support £7,600	£3,800	£7,600	£7,600

4. Fees will be invoiced by and payable to the Council on the terms shown in Section 3 of this agreement.

IN WITNESS WHEREOF the Parties hereto have executed and delivered this document as a Deed the day and year first before written.

The **COMMON SEAL** of **FENLAND DISTRICT COUNCIL** hereunto affixed in the presence of:)
)
)

Authorised Signatory

SIGNED AND DELIVERED AS A DEED by)
FENLAND FUTURE LIMITED acting by a)
Director and its Secretary or two Directors:)

Director

Director/Company Secretary