

Date

NORTH YORKSHIRE COUNTY COUNCIL

and

EASTFIELD TOWN COUNCIL

Agreement for the support of the Community Library, Eastfield

2. Council's Obligations

- 2.1 Subject to the limitations contained in Clauses 2.3 to 2.6 below, the Council shall provide ETC with the Services by making the Employees available at the Library for 15 hours each week during the Term
- 2.2 The Employees will be line managed by the nominated Library Supervisor (LS). Any concerns ETC or MTB may have about the Employees' performance (including conduct and/or attendance and/or work performance) should be addressed to the LS. The Council is at all times responsible for any formal or informal action for misconduct or capability in relation to any Employees.
- 2.3 The Council shall not be required to provide the Services during periods when the Employees would not normally be expected to work, including (without limitation) Bank Holidays, Christmas, New Year, Easter, and other periods when the Council's libraries are usually closed.
- 2.4 The Council shall not be required to provide an alternative should the Employees be unavailable for work for any reason, including (without limitation) sickness or maternity and this shall not impact the opening hours of the Library.
- 2.5 In relation to periods of absence through annual leave, the Council will provide alternative Employees for up to 6 weeks per annum.
- 2.6 The Council shall remain solely responsible for payment of the Employees' salaries.
- 2.7 The Council shall retain all normal duties and other legal responsibilities of an employer to an employee in relation to the Employees.
- 2.8 The Council shall use all reasonable endeavours to ensure that the Employees' treat as confidential any information concerning ETC and MTB or their business which is obtained whilst working in accordance with this Agreement

3. ETC Obligations

- 3.1 ETC shall pay the Council the sum due and any VAT applicable following receipt of the Council's quarterly invoices amounting to £10,869 for the Services payable in quarterly payments of £ 2717.25
- 3.2 ETC will pay undisputed invoices within 30 calendar days of receipt.
In the event that an invoice is disputed the parties will follow the procedure set out in Clause 5.
- 3.3 ETC shall not be entitled to deduct or withhold any of the sum referred to in Clause 3.1 above for any failure of the Council to provide the Services due to any failure of the Employees to perform the Services or attend the Library. To the extent that ETC/MTB may be hampered by a failure of the Council to provide the Services, ETC shall not be held to be liable for any loss associated with the failure to provide the Services.

- 7.1 This Agreement shall be governed by English law.
- 7.2 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Agreement.

Signed by an
authorised signatory of
North Yorkshire
County Council

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Signed by an
Authorised signatory of
Eastfield Town Council

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