

**THIS DEED** is made the \_\_\_\_\_ day of \_\_\_\_\_  
Two thousand and eight **BETWEEN TONBRIDGE AND MALLING BOROUGH COUNCIL** (“TMBC”) of the one part and **(1) MAIDSTONE BOROUGH COUNCIL** (“MBC”) and **(2) TUNBRIDGE WELLS BOROUGH COUNCIL** (“TWBC”) of the other part

## **1. DEFINITIONS AND INTERPRETATION**

In this Agreement:

1. References to any enactment include references to that enactment as for the time being amended, applied, consolidated, re-enacted by or having effect by virtue of any subsequent enactment and for this purpose “enactment” means any Act whether public, general or local and includes any byelaw, order, rule, regulation, scheme or other instrument having effect by virtue of an enactment;
2. the “Delegated Functions” has the meaning given in Schedule 1 below;
3. “Functions” means powers and duties and includes the power to do anything which is calculated to facilitate or is conducive or incidental to the discharge of functions.
4. the “1972 Act” means the Local Government Act 1972
5. the “2000 Act” means the Local Government Act 2000
6. the “Regulations” means the Local Authorities (Arrangement for the Discharge of Functions)(England) Regulations 2000
7. the “Site” means the area of land together with buildings thereon known as the Hop Farm Beltring Kent and more particularly identified on the plan attached to this Agreement and thereon shown outlined in red.
8. “the Plan” means the plan attached to this Agreement.

9. “the Delegated Functions” means health and safety at work, food safety, pest control and Sunday trading which functions are more particularly described in the Schedule to this agreement.

**WHEREAS:-**

- (1) TMBC, MBC and TWBC are all local authorities constituted by the 1972 Act and operate executive arrangements pursuant to the 2000 Act
- (2) By virtue of the 1972 Act the TMBC, MBC and TWBC are the authorities responsible inter alia for the Delegated Functions within their respective administrative areas.
- (3) The Site is situate partly within the administrative area of TMBC and partly within the administrative areas of MBC and TWBC as identified on the Plan
- (4) By virtue of Section 101 of the 1972 Act and the Regulations and subject as therein provided a local authority may arrange for the discharge of any of its functions by (inter alia) any other local authority
- (5) TMBC wishes to exercise the Delegated Functions of TWBC and MBC in respect of the entirety of the Site
- (6) MBC and TWBC are willing to enter into arrangements with TMBC pursuant to Section 101 of the 1972 and the Regulations and of all other enabling powers for the discharge of those functions on the following terms:

**NOW THIS DEED WITNESSETH** as follows:-

**1. Commencement**

This Agreement shall come into effect on the date hereof and shall continue for one year and thereafter run from year to year unless determined by either party pursuant to clause 5 below.

**2. Delegation of Functions**

In consideration of the provisions of this Agreement and pursuant to the powers contained in Section 101 of the 1972 Act and the Regulations, MBC and TWBC hereby delegate to TMBC and TMBC hereby accepts such delegation of the Functions of MBC and TWBC relating to their respective administrative areas at the Site subject to the conditions and restrictions contained in this Agreement.

**3. Discharge of Functions**

TMBC may arrange for the discharge of the Delegated Functions at the Site by the Executive a Committee Sub-Committee or Officer of the Tonbridge and Malling Council and sub-section (2) of Section 101 of the 1972 Act and regulation 10 of the Regulations shall apply in relation to those functions as it applies in relation to the functions of TMBC. TMBC is empowered to take all such action including legal proceedings as may be necessary arising out of or in connection with the Delegated Functions in respect of the Site.

**4. Agency**

TMBC shall act as the agent of TWBC and MBC in respect of the discharge of the Delegated Functions in respect of the administrative areas of TWBC and MBC at the Site.

**5. Termination**

This Agreement may without prejudice to the Local Government Act 1972 section 101(4) and regulation 8(3) of the Regulations be terminated at any

time by either party giving to the other not less than 6 months notice in writing.

6. **NOTWITHSTANDING** Clause 2 hereof and as provided in Section 101(4) of the 1972 Act and regulation 8(3) of the Regulations nothing herein contained shall prevent the MBC and TWBC from exercising the Delegated Functions in respect of their own administrative areas **PROVIDED** that it is agreed that MBC and TWBC will not normally exercise any of such functions in respect of their administrative areas at the Site except in the case of emergency and then only after consultation with TMBC unless the urgency of the situation does not permit such consultation.

7. **Expenses**

All expenses costs or charges arising out of the exercise by TMBC of the Delegated Functions shall be defrayed by TMBC.

**IN WITNESS** whereof TMBC, MBC and TWBC have caused their respective Common Seals to be hereunto affixed the day and year first above written

**THE SCHEDULE**

**The Delegated Functions**

To their full extent the environment health functions relating to:-

- (i) Health and Safety at work
- (ii) Food safety
- (iii) Pest control
- (iv) Sunday trading

AND which functions arise from or are carried out pursuant to the following statutes and the regulations and orders made there under and any statutory modification or re-enactment thereof

- (a) Offices, Shops and Railway Premises Act 1963
- (b) Health and Safety at Work etc Act 1974
- (c) Sunday Trading Act 1994
- (d) Local Government (Miscellaneous Provisions) Act 1976
- (e) Food Safety Act 1990
- (f) Food and Environment Protection Act 1985
- (g) Prevention of Damage by Pests Act 1949
- (h) EEC regulations 882/2004, 852/2004, 853/2004, 854/2004, 2073/2005, 2075/2005.

**THE COMMON SEAL of TONBRIDGE** )  
**& MALLING BOROUGH COUNCIL** was )  
hereunto affixed in the presence of:- )

Chief Solicitor

**THE COMMON SEAL of MAIDSTONE** )  
**BOROUGH COUNCIL** was )  
hereunto affixed in the presence of:- )

**THE COMMON SEAL OF TUNBRIDGE** )  
**WELLS BOROUGH COUNCIL** was )  
hereunto affixed in the presence of: - )