

**MEMORANDUM OF UNDERSTANDING
FOR AGREEMENT BETWEEN HACKNEY COUNCIL
AND ABNEY PARK TRUST**

Abney Park Cemetery Partnership Agreement

This Agreement is dated 2 February 2024

PARTIES

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HACKNEY** of Town Hall, Mare Street, London, E8 1EA (**the “Council”**);
- (2) ABNEY PARK TRUST** (Company Number 02634036) of South Lodge Abney Park, Stoke Newington High Street, London, N16 0LH (**the “Trust”**)

BACKGROUND

Abney Park in Stoke Newington, one of the ‘Magnificent Seven’ garden cemeteries of London, is a woodland memorial park and Designated Local Nature Reserve. When London’s churchyards became full due to the rapidly growing population after the Industrial Revolution, a new solution was needed for the city to bury its dead. Abney Park was one of seven new cemeteries built outside the City to meet the new demand. Abney Park Cemetery Company ran the cemetery, and its first burial was on 3 June 1840.

The Council was awarded a grant from National Lottery Heritage Fund (NLHF) in 2019 to restore and improve Abney Park. In addition to building new facilities (cafe, community space, toilets, workshops), and restoring the listed buildings and features, the grant includes funding for an Activity Plan to be delivered between August 2023 - March 2025.

The Council owns and manages Abney Park, and is responsible for the day to day running of the site, its safety, security, woodland and habitat management and maintenance, including any activities which may physically impact on the site.

The Trust is a highly valued partner in Abney Park. Abney Park Trust is a registered charity with charitable objectives to conserve and restore Abney Park Cemetery as an area of architectural, historical and ecological significance. It is primarily responsible for fundraising to improve the site, assisting with interpreting it for visitors through tours, undertaking grave searches and maintenance, and activating the site through events and running activities outlined in the ambitious Activity Plan. The Trust will play a key role in delivering Abney Park’s National Lottery Heritage Funded Activity Plan.

This Agreement establishes a framework to govern the rights and obligations in relation to Abney Park and the delivery of the Activity Plan. It sets out the terms and conditions upon which the parties have agreed to work.

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.
“Commencement Date” means 2 February 2024;

“Data Protection Legislation” means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to the processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

“DPA 2018” means Data Protection Act 2018;

“Premises” means Abney Park Cemetery, Stoke Newington;

“Project” means the National Lottery Heritage Funded Project to restore Abney Park and deliver an approved Activity Plan;

“Term” means the period of three years (36) months starting on the Commencement Date and ending on 2 February 2027 subject to the provisions of clause 2.2 of this Agreement;

“Variation” means a variation to this Agreement, made in writing in accordance with clause 22;

2. COMMENCEMENT AND DURATION

2.1 This Agreement shall commence on 2 February 2024

2.2 This Agreement shall continue, unless terminated earlier in accordance with this agreement, until 2 February 2027 when it shall terminate automatically without notice. If the Council wishes to extend this Agreement it shall notify the Trust of such intention and if the Council gives such notice then the Term shall be extended by the period set out in the notice. If the Council does not wish to extend this agreement beyond the Term this Agreement shall terminate through effluxion of time on the expiry of the Term.

2.3 Hackney Council and Abney Park Trust will review the agreement annually (in the first week of December) to determine if any updates are required.

3. COLLABORATION AND PARTNERSHIP MANAGEMENT

3.1 The Council will be responsible for the management of Abney Park Cemetery in its entirety.

- 3.2 The Council is responsible for the approval and management of all third party events on site, including those delivered by the Trust.
- 3.3 The Council is also responsible for delivering the Project, as per its agreement with the National Lottery Heritage Fund (“NLHF”).
- 3.4 The Parties shall cooperate with each other to protect and enhance the Premises, while also delivering the Project.
- 3.5 The Trust is responsible for meeting its charitable objectives, through, for example, planning and managing tours and commissioned events as part of its own programme, in liaison with the Council.
- 3.6 The Trust is responsible for fundraising, for delivering certain functions at the Premises and for elements of the Project’s Activity Plan as outlined in the separate Service Level Agreement. These arrangements are as detailed within this Agreement and outlined below (including concessions to allow the Trust to deliver its obligations under this Agreement):

a.	Access to the Premises for Trust Use	The Council shall ensure that the Cemetery itself is accessible to the Trust during standard opening hours (as advised annually to the Trust by the Council). Access and key holding arrangements are at the discretion of the Council. The Trust will be issued a key to the pedestrian gate and office, as outlined in the separate licence agreement. The Council will offer reasonable support and assistance when the Trust requires access outside standard opening hours.
b.	Cafe	The Café and Education Room will be operated by a third party. The Council is responsible for appointing a cafe operator and managing the relationship with them. The cafe operator will be required to provide an area (to be agreed as part of the design and procurement process) for the re-sale of Trust merchandise and reimburse the Trust for any goods sold. The Trust shall be responsible for shop display and stock management in this area. The cafe operator will be required to work with the Trust as per the requirements in the Invitation to Tender document.
c.	Chapel	The Council will reserve 6 weekdays and 6 weekend days per year for The Trust to use the Chapel to host events or functions free of charge. Any event or function that the Trust wishes to host in the Chapel must be agreed and

approved by the Council's Venues Officer at least 6 weeks in advance of the event or function and comply with the Council's terms and conditions of use. Additional booking requests for the Chapel will be considered on a case by case basis, subject to availability.

The Trust may retain any income that it raises from its events for the benefit of the Trust and the conservation of Abney Park.

The Trust may not hire the Chapel to any third party for events. All commercial hire enquiries for the Chapel should be directed to venuehire@hackney.gov.uk in the first instance.

The Trust may host commercial events in the Chapel within the agreed 12 calendar days, free of charge. Requests for hosting commercial hire of the Chapel outside of these 12 dates will not be granted unless the venues team receive venue hire income.

The precise dates reserved for the Trust in each calendar year will be as follows:

Weekend days

- The Saturday or Sunday closest to the 20th May (cemetery anniversary date) each year
- Remembrance Sunday each year
- The second full weekend in December each year (Saturday or Sunday), for pre-Christmas carols
- The first Saturday in October for a fair

Weekdays

- 6 midweek evenings per year, for talks or other ticketed events. Specifically, the second Thursday in every even-numbered month

The Trust is able to request a date swap if at least 12 weeks notice is provided, to allow the Venues team time to sell the date.

The Trust will be expected to leave the Chapel clean and tidy after use. If any additional cleaning is required there may be a small charge (estimated at £18.27 per weekday

		<p>hour as of 2023 and increased annually in line with the Council's fees and charges).</p> <p>The Trust will need to adhere to any premises licence conditions that are proposed.</p> <p>Abney Park Trust will be able to sell alcohol at events, subject to the Venues team being granted a premises licence.</p> <p>Abney Park Trust will be able to put on events with music, subject to the Venues team being granted a premises licence.</p> <p>If alcohol is served at any event in the Chapel, or any part of the events take place during park closure hours, security costs may also apply (estimated at £20.22 per hour for a minimum 6 hours as of 2023 and increased annually in line with the Council's fees and charges).</p> <p>At the Venues team discretion, key holding, licensing and responsibility for health and safety can be given to Trust members during their events at the Chapel. This will be on the basis that the Trust complies with the Venues team's terms and conditions, and that the lead contact has received training on fire evacuation, alarm setting procedures, incident response and the premises licence conditions. A key will be signed out on the day, or the day before an event and returned to the Events Coordinator the following day. A pre and post check of the Chapel will occur, and in the event of any damages the Trust will be financially responsible for repairs.</p>
d.	Ecology	<p>The Council is responsible for the management of the Premises as a designated Local Nature Reserve.</p> <p>The Trust's charitable objectives include a commitment to the conservation and protection of ecology in Abney Park.</p> <p>The Council will make decisions on habitat management in accordance with ecological and arboricultural advice and in accordance with the "Abney Park Management Plan" and "Woodland Management Plan".</p> <p>The Council will consult the Trust on the production of both the "Abney Park Management Plan" and "Woodland Management Plan".</p>

e.	The Harriet Delph Room	<p>The Council will reserve 14 hours per week for the Trust to use the Harriet Delph Room free of charge for delivery of the Activity Plan and any other Trust meetings or events. These dates should be agreed and approved in advance with the Council, and are subject to availability and the Council's and Cafe Operator's terms and conditions of use. The Council will require free use for 7 hours per month.</p> <p>The Trust may retain any income that it raises from its events for the benefit of the Trust and the conservation of Abney Park.</p> <p>The Trust may not hire the Harriet Delph Room to any third party for events. If a third party wishes to use the Delph room they would need to book it via the café operator.</p>
f.	Engagement	<p>As Landowner, The Council is responsible for the Premises, and is the formal decision making body for the Premises. The Trust is a valued partner of the Premises. The Council will consult with the Trust on key decisions that need to be made about the Premises, about any major changes to the running of the Premises, or anything else that may have a significant impact on the Trust's operation. The Trust will consult with the Council about any key decisions made about its structure, staffing, governance and operations which may impact on the partnership or Premises.</p>
g.	Events	<p>The Trust should apply for all outdoor events via the Council's Event Application Process and abide by the Council's terms and conditions of use. No outdoor event may be held without the prior approval of the Council's Events Team.</p> <p>Walks and talks with less than 50 attendees can in most circumstances take place without a full event application.</p>
h.	Film/ Photography	<p>Hackney's Film Office is responsible for approving and managing any filming or photography in Hackney's Parks.</p> <p>Hackney's Parks and Green Spaces Service and The Trust will direct all such requests to Hackney's Film Office.</p>

		Photos of Abney Park taken by the Trust for their instagram page / newsletter would not require such permission.
i.	Fundraising	The Trust is responsible for fundraising for its own purposes (i.e. to meet its charitable objectives), but also to raise funds to improve the Premises. Such fundraising may be for physical improvements, or for the delivery of activities as outlined in the Project's Activity Plan. Activities in the Project's Activity Plan (see SLA) are fully funded by the NLHF grant, but the Trust may fundraise to increase the number of activities that are arranged, increase its staff capacity or to extend the time period that they run for.
j.	Grave and Historic Landscape Maintenance	<p>Grave maintenance is the responsibility of the grave owner, unless they can't be found, in which case the Council takes on the obligation.</p> <p>The Trust is responsible for the Commonwealth War Grave and some private grave maintenance. The Trust may receive funds or charge for these services, and retain all the income generated for the benefit of the Trust and the conservation of Abney Park.</p> <p>Grave maintenance includes the cutting back of vegetation close to the monument, ensuring there is a clear and visible path to the Commonwealth War Graves, and laying flowers or planting in accordance with the family's wishes. Any planting must be approved by the Council.</p> <p>The Trust is not responsible for the physical maintenance of monuments. The Trust may raise funds in conjunction with the Council for the upkeep, repair or restoration of monuments.</p> <p>If the Trust proposes to erect any new monuments e.g. to people in unmarked graves, it must seek written approval from the Council.</p> <p>The Council has sole responsibility for interments.</p>
k.	Grave Searches	The Trust is responsible for undertaking grave searches on behalf of members of the public. The Trust may charge for this service, and retain all the income generated for the benefit of the Trust and the conservation of Abney Park. and the Premises.

i.	Office	<p>Use of the office is covered in a separate licence agreement.</p> <p>The Council will reserve two desks within the Premises' Office for Trust staff or volunteers to work from, free of charge (this use will be subject to a separate licence agreement). The Trust is responsible for providing and maintaining its own computers, telephones and other office furniture, materials and equipment. The Trust will also be responsible for the health and safety management of all matters related to its staff and volunteers.</p> <p>The Council will provide and maintain a wireless internet connection that the Trust can use at nil cost.</p>
m.	Publications/ signage	Both parties will consult with each other when planning to write and design any new publications or signage relating to Abney Park including but not limited to posters, interpretation signs, books, leaflets, maps and trails.
n.	Volunteering	<p>Both Parties are responsible for recruiting and managing volunteers in the Premises in compliance with this Agreement and to deliver the Project's Activity Plan. Both Parties are responsible for the health and safety of volunteers. Both parties are responsible for data protection of volunteers and maintaining monitoring records for reporting to NLHF.</p> <p>The Council will have sole responsibility for administering, hosting and supervising corporate volunteering activities at the Premises.</p>

3.7 The Council and the Trust shall be in regular communication to ensure that the partnership is strong and effective. This will include

- Regular email and telephone contact between both parties;
- Regular meetings (at least quarterly) to discuss delivery of the Project, the Project's Activity Plan, and other day-to-day operational matters including Trust and Council events and activities, volunteering and site issues;
- Ad-Hoc meetings to discuss partnership development and performance;

- 3.8 The Trust should be administered and governed in full compliance with all the principles outlined in 'Good Governance – A Code for the Voluntary and Community Sector' at all times. The Trust is bound by Charity Commission requirements and Company Law.

4. EXTERNAL COMMUNICATIONS

- 4.1 Both parties shall inform the other of upcoming events and activities for cross-promotion in a timely manner in order to maximise the reach of external communications.
- 4.2 Both parties will at all times use appropriate imagery, language and accessibility guidelines in their external communications about The Premises with respect to audiences, the ecology and sensitivity of the site.

5. STAFF

- 5.1 All individuals employed by or volunteering on behalf of the Trust or Council shall, where required by law, have a Disclosure and Barring Service (DBS) check. The Trust shall procure that no person who discloses any convictions, or who is found to have any convictions following a request for a DBS check, is employed or volunteers without the Council's prior written consent (such consent not to be unreasonably withheld or delayed).
- 5.2 The Trust will be responsible for the control, supervision, and direction of all its employees and volunteers.
- 5.3 The Trust will be entirely responsible for the employment and conditions of service of their own employees and volunteers and at all times be fully responsible for the payment of all salaries and wages, income or other taxes, national insurance contributions or levies of any kind, relating to, or arising out of, the employment of any persons employed by the Trust. The Trust will fully and promptly indemnify the Council in respect of any liability of the Council in respect of any person employed by the Trust.
- 5.4 The Trust shall ensure that its employees or volunteers shall at all times whilst at the Premises be wearing appropriate clothing or uniforms for the task to be performed and which allow their roles to be clearly and correctly identified.

6. SAFEGUARDING AND PROMOTING THE WELL-BEING OF CHILDREN AND VULNERABLE GROUPS

- 6.1 Both Parties' staff and volunteers may have contact with vulnerable groups, including children. In order to ensure the safety and wellbeing of these groups and of all users, both Parties are required to take all reasonable steps to ensure that all staff employed or volunteers are of good character and suitable for the type of work.

- 6.2 In order to ensure the suitability of their staff and volunteers, both Parties are required to carry out appropriate and reasonable checks to verify the suitability for employment in an environment where individuals will have responsibility for working with children and vulnerable adults. Both Parties will comply with the most up to date legislation and records shall be kept on the personnel file of all members of staff or volunteers who have undergone such checks.
- 6.3 Both Parties shall ensure that managerial staff and / or trustees have appropriate knowledge of the safeguarding of children and vulnerable adults and are trained in relevant procedures and are able to deal with any complaint relating to allegations of sexual abuse and/or assault of any user.

7. FEES, CHARGES AND PAYMENTS

- 7.1 The Council shall set the fees and charges annually for use of the Premises and activities that take place within it and shall retain all income.
- 7.2 The Trust shall set the fees and charges for grave searches, grave maintenance and tours and events programmed and delivered directly by the Trust and shall retain all income.
- 7.3 The Trust shall also retain all income it may secure from its agreed free use of the Chapel and Education Room as set out in clause 3 of this Agreement.
- 7.4 All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. RECORD KEEPING, MONITORING and EVALUATION

- 8.1 The Trust must keep a record of all income and expenditure relating to the period of this Agreement and must retain all accounting records relating to expenditure for a period of at least six (6) years from the end of the Term. Accounting records include books and papers including accounts, deeds, and documents, written and electronic. These records and documents must support the claim and be available at any reasonable time for inspection by the Council, NLHF, officials or their representatives or by the National Audit Office. Further detail on these requirements are set out in the separate Service Level Agreement.

9. AUDIT ACCESS

- 9.1 The Trust shall cooperate fully and in a timely manner with any reasonable request from time to time of any auditor (whether internal or external) of the Council and at the expense of the Trust to provide documents, or to procure the provision of documents, and to provide, or to procure the provision of, any oral or written explanation relating to the same.

10. ADVERTISING AND PUBLICITY

- 10.1 The Trust is free to exhibit notices and advertisements relating to its approved events and activities without the prior permission of the Council.
- 10.2 Both parties should work together on publicity relating to the Premises. The Trust will refer all press enquiries and communications relating to the Premises to the Council (save for where these relate directly to the Trust itself or the promotion of activities, events or volunteering that the Trust is organising outside of the Activity Plan), and, where relevant, the Council shall consult with the Trust on any Press Releases relating to The Premises.
- 10.3 The Trust will notify the Council in advance of any activity under this Agreement that is likely to achieve publicity, so as to enable the Council to take a positive approach to such activity and deal with it appropriately.
- 10.4 Both parties shall ensure that the Council's, Trust's and NLHF's name and logo appear with equal recognition on all marketing material and signage produced concerning the Premises or any of the activities, events or functions related to The Project.

11. DATA PROTECTION AND FREEDOM OF INFORMATION

- 11.1 Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).
- 11.2 The Trust acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and shall facilitate the Council's compliance with its information disclosure requirements. The Trust is not bound by either the FOI Act or the EIR.

12. EQUALITY AND DIVERSITY

- 12.1 Both parties must operate an equal opportunities policy for as long as this Agreement is in force. The policy must comply with all statutory obligations as regards discrimination on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, or sexual orientation and in relation to decisions made in the recruitment, training or promotion of staff employed or to be employed in the provision of the services and the carrying out of the obligations under this Agreement.
- 12.2 Without prejudice to the generality of the foregoing, neither party shall unlawfully

discriminate within the meaning and scope of the Equality Act 2010, the Equal Pay (Amendment) Regulations 1983, the, the Human Rights Act 1998, any statutory codes of practice and all other relevant legislation and any statutory modification or re-enactment of such legislation.

13. HEALTH AND SAFETY

13.1 Both parties must comply with the requirements of the Health and Safety at Work Act 1974 and any other relevant legislation insofar as they apply to the provision of the Agreement and its Schedules.

13.2 Both parties shall ensure that any activities, employment, events or functions that they are responsible for conform to the highest possible standards of health and safety and comply with all relevant legislation so as to ensure the safety and security of staff, volunteers, users and other visitors.

13.3 For as long as this Agreement is in force both parties must have in place a health and safety policy which complies with all statutory requirements, including risk assessment and contingency planning.

14. INSURANCE

14.1 During the term of this agreement both parties shall effect and maintain Public Liability Insurance to cover all costs, actions, judgements and expenses arising out of their actions in the Premises at a level of at least five million pounds (£5,000,000) with an appropriate insurer. Both parties shall throughout the duration of the Agreement maintain Employer's Liability Insurance of not less than the minimum amount required by law.

15. COUNCIL'S LIABILITIES

15.1 The total liability of the Council under this Agreement shall be limited to the sum of the payments made and/or due hereunder to the Trust for the delivery of their responsibilities in the Project's Activity Plan and the other provisions as set out in clause 3. The Council shall not be liable for any indirect or consequential loss to the Trust howsoever caused.

16. TERMINATION OF NATIONAL LOTTERY HERITAGE ("NLHF") FUNDING

16.1 If funding from NLHF is terminated, this agreement will continue save for any activities that are funded by the NLHF shall cease.

17. TERMINATION OF AGREEMENT

17.1 The Agreement may be terminated if:

- a. the Trust has offered, given or agreed to give to any person any inducement or reward of any kind in order to obtain this Agreement or any other contract with the Council; or
- b. the Trust's personnel or agents did any of the acts set out in clause 18.1 a above whether the Trust knew about it or not; or
- c. the Trust or anyone employed by it or acting on behalf of it committed an offence under the Bribery Act 2010; or
- d. If either Party commits a breach of any of its material obligations under the Agreement and fails to remedy it, if capable of remedy, within thirty (30) days of receipt of notice specifying the breach, then the other Party may terminate the Agreement by giving the Party in breach thirty (30) days' notice in writing; or
- e. If either Party is by any cause, other than a proper cause directly attributable to the other Party, prevented from performing its obligations under the Contract for a period of three (3) calendar months or for a total period of six (6) calendar months in any period of twelve (12) consecutive calendar months, then the prevented Party may terminate the Agreement by giving the other Party thirty (30) days' notice in writing.

If the Trust:

- a. becomes insolvent or makes a composition or arrangement with its creditors or has a proposal for voluntary arrangement of debts or scheme or arrangement approved in accordance with insolvency legislation; or
- b. has an application made to the Court for the appointment of an administrative receiver; or
- c. has a provisional liquidator, receiver, manager of its business or undertaking duly appointed under insolvency legislation; or
- d. has a winding up order made or resolution for voluntary winding up passed; or
- e. is in circumstances which entitle the Court or creditor to appoint or have appointed a receiver or which entitle the Court to make a winding up order; or

If the Trust:

- a. is in breach of any of the conditions of the Agreement; or
- b. makes such changes to its personnel the Council is no longer satisfied that the Trust is able to provide a satisfactory service; or

- c. brings the Council into disrepute or does anything which the Council reasonably considers may bring it into disrepute by association; or
- d. commits any act or behaves in any manner such that it is reasonable to conclude that public trust and confidence in the Trust have seriously diminished or expired; or
- e. has an act of gross misconduct committed by any of its employees, agents or sub-contractors in the performance of the Service; or
- f. has an act of gross misconduct committed by any of its employees who are based on the Council premises.

18. CONSEQUENCES OF TERMINATION

- 18.1 On termination of this Agreement, the following clauses shall continue in force:
- 18.2 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

19. WARRANTIES

- 19.1 Each party warrants that it has full power and authority to carry out the actions contemplated under this Agreement.
- 19.2 Except as expressly provided in this Agreement, there are no conditions, warranties or other terms binding on the Parties with respect to the actions contemplated by this Agreement. Any condition, warranty or other term in this regard that might otherwise be implied or incorporated into this Agreement, whether by statute, common law or otherwise, is, to the extent that it is lawful to do so, excluded by this Agreement.

20. FORCE MAJEURE

- 20.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

21. ASSIGNMENT AND OTHER DEALINGS

- 21.1 The Trust shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement under any circumstances.

22. VARIATION

- 22.1 No variation of this agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
- 22.2 Any variation of this agreement agreed by the Parties in accordance with clause 22 shall be deemed to apply to all future Schedules entered into after the date of such variation, but shall not apply to Schedules already in force at that date unless such variation specifically so provides.

23. NOTICES

- 23.1 Any notice, request, instruction or other document to be given hereunder shall be delivered or sent by first class recorded post or by a successful electronic mail or successful facsimile transmission, such electronic mail or facsimile transmission to be confirmed by letter posted within 12 hours to the address of the other Party set out in this Agreement or other such address as may have been notified.
- 23.2 Any such notice or other document shall be deemed to have been served at the time of delivery, or if sent by post upon the expiration of 48 hours after posting or if sent by electronic mail or facsimile upon the expiration of 12 hours after despatch.

24. SEVERANCE

- 24.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 24.2 If one party gives notice to the other of the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

25. NO PARTNERSHIP OR AGENCY

- 25.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between any of the Parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 25.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

26. RIGHTS AND REMEDIES

26.1 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

27. WAIVER

27.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

27.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

28. THIRD PARTY RIGHTS

28.1 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

28.2 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

28.3 The rights of the Parties to rescind or vary this Agreement are not subject to the consent of any other person.

29. LEGAL COSTS

29.1 Each Party to be responsible for payment of their own legal costs incurred in the transactions.

30. ENTIRE AGREEMENT

30.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

30.2 Each Party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. No party shall have any claim for innocent or negligent misrepresentation based on any statement in this Agreement.

31. GOVERNING LAW

31.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

32. JURISDICTION

32.1 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it.

Signed for and on behalf of THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HACKNEY:



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Ian Holland, Head of Leisure, Parks and Green Spaces, London Borough of Hackney

Signed for and on behalf of ABNEY PARK TRUST:



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Tom Walker, Chair, Abney Park Trust

Appendix 1 - VISION AND OBJECTIVES

The Abney Park Development Board recommended the following vision and set of objectives for Abney Park in 2019.

VISION: “A unique and self - sustaining green space that conserves and celebrates its built and natural heritage and is at the heart of the local community”

OBJECTIVES

Abney Park should be a place that celebrates its unique qualities and features

Abney Park has a wonderful social history and thousands of personal stories. It is a landscape with an ecology, biodiversity and beauty that proudly embraces its urban setting. Visitors should be amazed equally by the built and natural heritage of the site and these various aspects of Abney Park will require careful management and conservation. By the end of the project, Abney Park should have none of its listed monuments or buildings on Historic England’s ‘At-Risk Register’ and its management as a whole will be underpinned by a conservation management plan that understands the biodiversity and designed landscape of the site.

Which is financially stable and supported by good governance structures

The governance of Abney Park will be accountable, transparent, responsive, inclusive, effective, efficient and participatory. By the end of the project Abney Park will have developed its income generation sufficiently to cover all its costs and be operating in a self-sufficient manner for the future.

Whose infrastructure is well cared for, is accessible and as such welcomes its users

Welcoming and accessible entrances and a properly maintained network of paths will encourage visitors to step inside and explore Abney Park.

That has strong community links

Abney Park must proactively engage all areas of the community, using its unique qualities and features to encourage local schools, community groups and residents to use the site. By the end of the project a vibrant events programme will attract a total annual audience of more than 2,000. Annual volunteer hours will exceed 5,000 and local schools will have the opportunity to use the Park as part of their everyday teaching.

That is safe, welcoming, inclusive, well used and supported

Abney Park users should feel safe and supported in the Park. By the end of the project, Abney will have an annual footfall of more than 400,000; coupled with increased volunteering numbers the Park will feel better used and safer, whilst still remaining a

place for peaceful relaxation.

With 'learning' at its heart

Abney Park will better cater for the range of interests held by Park users. Abney Park will feature a dedicated space for learning that can be open all year, regardless of weather.

With an accessible and well used Chapel

The Chapel should be accessible so that by the end of the project it is back in use and no-longer on Historic England's 'Heritage at Risk Register'.