

MAPESBURY DELL DOORSTEP GREEN
CREATION STAGE
FRAMEWORK AGREEMENT

Date: 31st January 2005

Parties:

- 2.1. "LA": The Mayor and Burgesses of the London Borough of Brent whose address is Town Hall, Forty Lane, Wembley, Middlesex HA9 9HX.
- 2.2. "DGG": Mapesbury Conservation Area Trust (an unincorporated association and Doorstep Green Development/Management Group) whose address is 17 Keyes Road, London NW2 3XB.

Definitions and Interpretations

- 3.1. In this Agreement the following words and expressions shall have the meanings given to them in this clause:

"Countryside Agency"	The Countryside Agency, being the non-departmental public body sponsored by the Department of the Environment, Food and Rural Affairs and established by Section 1 Countryside Acts 1968.
"Creation Works"	The works and other matters set out in Schedule 1
"Deed of Covenant"	a deed of covenant in similar form to the Deed of Covenant required by Countryside Agency as a pre-condition of the making of a grant pursuant to its grant contract with LA or otherwise acceptable to it a copy of the agreed draft of which is annexed hereto.
"Doorstep Green"	An open space area available to the public at large and regenerated or created under the auspices of the Countryside Agency's Doorstep Green Initiative.
"Property"	the freehold land lying to the South-West of Hoveden Road, known as Mapesbury Dell and registered under title number NGL212774 at HM Land Registry and now known as Mapesbury Dell Doorstep Green.
"Volunteer Services"	The ongoing works and matters set out in Schedule 3.
"Ongoing Works"	The works services and other matters set out in Schedule 4.

- 3.2. References to "clause" and "schedule" are, respectively, to clauses and schedules of this Agreement.
- 3.3. The headings in this Agreement shall not affect its interpretation.
- 3.4. Throughout this Agreement whenever required by the context the use of the singular number shall be construed to include the plural and the use of the plural the singular and the use of any gender shall include all genders and the neuter.

- 3.5. References to LA and to DGG include their successors and assigns or any statutory successor to the same and this agreement shall be binding on such successor(s), assign(s) or successor(s).

4. Background

- 4.1. LA has entered into a grant contract with the Countryside Agency, to create and thereafter retain a Doorstep Green at the Property under the auspices of the Countryside Agency's Doorstep Green Initiative.
- 4.2. DGG is an unincorporated Association which has been set up to work with and advise the LA in the creation and management of the Doorstep Green.
- 4.3. LA has agreed to permit DGG so to do on the terms and provisions of this Agreement.
- 4.4. LA has agreed to carry out the Creation Works in accordance with the terms of this Agreement the DGG Agreement.
- 4.5. LA has further agreed to provide match funding towards the Creation Works in the sum of no less than £50,000.

5. Consultation

- 5.1. LA shall in the planning and creation of the Doorstep Green convene, cause to regularly meet at intervals of not longer than 6 months and consult a steering group or advisory committee of relevant interested persons having a membership of either 4 or 6 persons to which DGG shall be entitled to nominate no less than one-half of the persons as members thereof and the LA shall be entitled to nominate the other half. In the event that the steering group is unable to reach a majority decision on any matter, one of the nominees of DGG shall have the casting vote.
- 5.2. LA shall give due regard to the deliberations and recommendations of such steering group or advisory committee and shall be bound by the same save in so far as so far as these concern: -
- 5.2.1. matters of expenditure or incurring of liability by LA save in so far as such expenditure or liability is funded by or underwritten by DGG or other third party;
- 5.2.2. any matter in any way affecting health or safety or any statutory or regulatory obligations of LA; and
- 5.2.3. the responsibilities and duties of LA as landowner to third parties.

6. LA Obligations

- 6.1. LA will deliver to DGG a properly prepared and executed Deed of Covenant.
- 6.2. LA shall use all reasonable endeavours to carry out the Creation Works in accordance with the timetable and on or before the date or dates set out in Schedule 2 and in accordance with and to any standard or specification set out in respect of such Creation Works in Schedule 1.
- 6.3. LA will provide no less than £50,000 by way of match funding towards the cost and expense of the Creation Works.
- 6.4. Following completion of the Creation Works LA shall in a timely manner carry out and furnish or provide the Ongoing Works in Schedule 4.
- 6.5. LA shall in the carrying out of the Creation Works and the Ongoing Works use all reasonable care and skill.

7. Licence and Permission

- 7.1. LA licences and permits DGG to enter on the Property at such times and with or without vehicles or equipment as DGG believes reasonably appropriate and necessary to carry out operations set out in Schedule 3, to provide the Volunteer Services, and to conduct any other operations reasonably associated with events and activities which fall within the objectives of the Doorstep Green Initiative. DGG will give reasonable notice of such operations outlined above to the LA prior to carrying out such operation.
- 7.2. This licence endures from the date hereof for a period of 80 years for so long as the Doorstep Green exists as such, or until the dissolution of DGG or until the LA terminates this Agreement in accordance with clause 12 below.

8. DGG Obligations

- 8.1. DGG shall use all reasonable endeavours to carry out the operations allocated to it and the Volunteer Operations in accordance with any standard or specification set out in respect of such works and with the timetable in Schedule 3.
- 8.2. DGG shall in the carrying out of the Volunteer Services use all reasonable care and skill

9. Safety and Insurance

- 9.1. LA shall ensure that the Property is at all times in a good proper and safe condition to enable DGG to properly carry out the operations referred to in 8.1 without harm to any person.
- 9.2. DGG shall use all reasonable endeavours to procure that any person carrying out any part of the Volunteer Services is aware of and observes any instructions as to safety and safe working practices notified to it by LA.
- 9.3. LA will effect and maintain in force third party public liability insurance with reputable insurers for itself and all persons carrying out or likely to carry out any of the Volunteer Services (whether or not voluntary workers) at the Property. Such insurance extending to and providing cover for and in respect of any works carried out by or on behalf of DGG providing DGG notify LA of each works prior to their commencement. LA will on such notification provide a written confirmation/instruction for the work to be carried out.

10. Payments

- 10.1. LA will refund to DGG all costs (properly incurred) and agreed by the LA in accordance with the performance by DGG of the provision of the Volunteer Services.
- 10.2. LA is not responsible or liable for, and is not obliged to make any payment to DGG in respect of any expenditure not agreed with the DGG.
- 10.3. LA agrees that in the event of any termination or revocation by LA of the licence referred to in 7.2 above (without in any way diminishing or taking away any other rights or remedies of DGG) , LA will refund to DGG on demand each and every sum which DGG shall have or procured to have been paid or expended from time to time on or in connection with any improvements or enhancements in connection with the Property PROVIDED THAT any such improvements or enhancements shall have been approved by the steering group.

11. Limitation of Liability

- 11.1. LA will indemnify the DGG from and against all and any losses, claims actions damages and demands made against DGG in respect of or arising from any works or for operations on site carried out in accordance with the terms of this Agreement.
- 11.2. Acknowledging the status of DGG as a volunteer organisation, save in the case of death or personal injury LA will (without prejudice to its right to terminate this agreement) make no claim for damages or other remedy against DGG and waives any right it may have to make such claim if DGG complies with the terms of this Agreement and complies with any reasonable request made by the LA in connection with any claims made against the LA in respect of the Property and the use made on the Property as a Doorstep Green.

12. Termination

- 12.1. LA may terminate this Agreement immediately on notice in the following circumstances:
 - 12.1.1. in the event of any breach by DGG of its obligations under this Agreement and, where such breach is capable of remedy, where DGG has not remedied the same within fifteen days of receipt of a written notice from LA requiring that the same be remedied;
 - 12.1.2. where DGG is or becomes insolvent;
 - 12.1.3. where DGG fails to respond within 1 month to any written notice by LA to DGG requesting any release or modification of the Deed of Covenant, passes or serves notice of a proposed resolution to dissolve, or otherwise cease to exist;
 - 12.1.4. where the DGG ceases to any material extent to carry out the Volunteer Services.
- 12.2. Termination (howsoever effected) of this Agreement shall be without prejudice to the accrued rights of either party under it.

13. Entire Agreement

- 13.1. This Agreement constitutes the entire agreement between the parties in respect of its subject matter and supersedes all other agreements, statements, representations or arrangements made by or between the parties or either of them concerning the same.
- 13.2. No waiver, alteration, variation or addition to this Agreement shall be effective unless made in writing on or after the date of signature of this Agreement by both parties and accepted by an authorised signatory of both of them.

14. Notices

- 14.1. All notices, documents or other communications to be given hereunder shall be in writing and shall be transmitted by first class registered or recorded delivery mail, to the party being served at the address for that party given in clause 2 or such other or additional address as may be notified in writing by one party to the other.
- 14.2. Any such notice sent by mail shall be deemed to have been duly served three working days after the date of posting.

15. Waiver

- 15.1. The waiver or forbearance or failure of a party in insisting in any one or more instances upon the performance of any provisions of this Agreement shall not be construed as a waiver or relinquishment of that parties rights to future performance

of such provision and the other party's obligations in respect of such future performance shall continue in full force and effect.

IN WITNESS whereof the parties have executed this document as a deed the day and year first before written

The Common Seal of The Mayor
and Burgesses of the
London Borough of Brent was
bereunto affixed in the presence of:



27757

R. U. Vale

Solicitor

Tom Putnam
Perve Forsyth

on behalf of Mapesbury Conservation Area Trust (duly authorised)

Witnessed by

Shaun Faulkner - 14 REYES RD NW2 3XA

SCHEDULE 1

Creation Works

No less than as set out in: -

- A. Mapesbury Tender Specification no. 2412 dated July 2004 (as subsequently Amended) and its accompanying drawings; and
- B. Subject to Additional Matters and Adjustments mentioned in an Email dated 9th July 2004 from Tom Putnam to Shaun Faulkner; and
- C. Provision of at least £7,500 from total available funding monies (i.e. Council Match Funding, Doorstep Greens and Living Spaces) for a headline/ gateway sculpture in the Dell.

SCHEDULE 2

Timetable

Works to Commence as soon as practicable following acceptance of tender and appointment of Contractor(s)

SCHEDULE 3

Volunteer Services

As set out in attached Schedule

SCHEDULE 4

Ongoing LA Works

As set out in attached Schedule

Mapesbury Community Trust

Volunteer Maintenance Programme

Mapesbury Dell

Operations	Area	Frequency per Month											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Irrigation*	Entrance				25	25	25	25	25	25			
	Rest				20	20	20	20	20	20			
Mulching Weeding	Beds					1****						1	
	All				2	2	2	2	2	2			
Bulbs	Beds etc										1		
Clearance***	Pond**		1				1	1	1				
	Rest		1			1			1				
	Hut				1						1		
Yew Hedges Mechanical Trim													
					1	1	1	1	1	1			
Lawn Recondition				1							1		

* Obviously does not need to be done when it has been raining!

** Before frogs spawn!

*** This means a really thorough tidy/'spring clean' – removal of all dead leaves etc.

**** When Spring bulbs have died down.

