

## Working for you

### Agreement for Kensington Donated Seats ('the Agreement')

Harrogate Borough Council ('the Council') and the donor(s) stated on page 2 of this agreement ('the Donor') agree as follows:

#### 1. The Seat

'The Seat' donated is a Kensington (domestic oak) for a term of 12 years commencing on the date of the signing of this agreement by both parties. The cost of the seat is £906.

#### 2. The Initial Fee

'The Initial Fee' is £94.50 and covers the cost of the Maintenance up and until the 6<sup>th</sup> anniversary of the Agreement.

#### 3. The Second Fee

'The Second Fee' will be determined by the Council according to the Council's pricing policy at the time of renewal and covers the cost of the Maintenance from the 6<sup>th</sup> anniversary of the Agreement up and until the end of the Agreement. The Council will notify the Donor when the Second Fee is payable around the time of the 6<sup>th</sup> anniversary of the Agreement.

#### 4. The Site

The Council will identify a suitable site for the Seat and endeavour to locate the Seat as close as possible to the site requested by the Donor. However, the Council cannot guarantee that the Seat will be close to the site requested by the Donor and therefore the Council may offer alternative sites to the Donor.

#### 5. The Maintenance

The Council will maintain the Seat by doing as follows at dates and times to be determined by the Council:

- a) washing the bench twice before the 6<sup>th</sup> anniversary of the Agreement and twice after the 6<sup>th</sup> anniversary of the Agreement before the end of the Agreement
- b) replacing the perspex plaques during the time of the Agreement, if they become damaged

The Council will decide on whether the replacement of the perspex plaques is necessary.

#### 6. Damage to the Seat

The Council will contact the Donor at their last known address if the Seat is seriously damaged or becomes 'worn out'. It is the responsibility of the Donor to notify the Council if the Donor's contact address or telephone number changes. If the Seat is irreparable or the Donor cannot fund the repair costs, the Donor will then be asked if they would like

the seat to be removed from its location.

The Council will not accept responsibility for any vandalism or damage caused and regrettably cannot provide a new seat if the Seat is in a state of disrepair.

7. Relocation of the Seat

The Council reserves the right to remove the Seat if necessary. In this instance, the Donor will be contacted and, through consultation with the Donor, a new location agreed. However, the Council may remove the Seat without the Donor's permission if the Seat becomes a health and safety risk and the Seat needs to be removed urgently or the Council's attempts to contact the Donor are unsuccessful.

8. Termination of the Agreement

The Council may terminate the Agreement if the Donor fails to pay the Second Fee when requested by the Council. In such circumstances the Council may remove the plaque and the Seat.



I, the undersigned, have read and agree with the above. I enclose a cheque for £1000.50 (£906+£94.50) for a Kensington (domestic oak) seat to be located at

\_\_\_\_\_.

Signed..... Dated .....

Name (*please print*) .....

Address .....  
.....  
.....

Contact Tel No: .....

**Second Contact Details:**

Name (*please print*) .....

Address .....  
.....  
.....

Contact Tel No: .....

\*\*\*\*\*

Signed (on behalf of Harrogate Borough Council) .....

Dated .....