

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

Harrogate Borough Council ('the Council') and the donor(s) stated on page 3 of this agreement ('the Donor') agree as follows:

### **1. The Seat**

'The Seat' you have chosen to be donated is a Kensington (domestic oak). It is donated for a term of 12 years commencing on the date of the signing of this agreement by a representative of Harrogate Borough Council (upon installation).

### **2. The Location**

The Council will provide a list of suitable locations where donated seats can be installed, upon open communication with the Donor. However, the Council cannot guarantee that the Seat will be in the exact location requested by the Donor but will offer alternative locations as close as possible.

### **3. The Fee**

The cost for a Kensington style bench will be given on the receipt of a completed agreement form. Please note this is not a legally binding document until signed by both parties.

### **4. The Initial Fee**

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

### **5. 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.

## **6. 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.

## **7. 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.

## **8. 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.

## **9. 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.

Working for you

I, the undersigned, have read and agree with the above. I enclose a cheque for  
£ \_\_\_\_\_ (POA) for a Kensington style seat to be located at  
\_\_\_\_\_

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

Name: *(please print)* \_\_\_\_\_  
Address: \_\_\_\_\_

Contact tel no: \_\_\_\_\_  
Email: \_\_\_\_\_

**Second contact details:**

Name: *(please print)* \_\_\_\_\_  
Address: \_\_\_\_\_

Contact tel no: \_\_\_\_\_  
Email: \_\_\_\_\_

Signed: (on behalf of Harrogate Borough Council) \_\_\_\_\_  
Dated: \_\_\_\_\_

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**Office use only**

Location: \_\_\_\_\_

Date funds received: \_\_\_\_\_

Plaque type/colour: \_\_\_\_\_

Plaque details: 

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Installation date: \_\_\_\_\_