

THIS AGREEMENT is made the 19th day of September 2018

BETWEEN

1. **EDEN** **EDEN DISTRICT COUNCIL** of Town Hall, Corney Square, Penrith, Cumbria CA11 7QF and
2. **PARISH COUNCIL** **HESKET PARISH COUNCIL** of 7 Old Town Lodge, High Hesket, Carlisle, CA4 0HZ

BACKGROUND

1. **Eden** is the Footway lighting authority for the area of the Parish Council with the knowledge and consent of Cumbria County Council ("**the Highway Authority**")
2. **Eden** has invited the Parish Council to take over responsibility for Footway Lighting in the area of the Parish Council
3. **The Parish Council** has agreed to accept responsibility for the Footway Lighting as detailed in Schedule 1 to this Agreement ("**the Apparatus**") on the terms of this Agreement

AGREED TERMS

Agreement

- 1.1 In consideration of the covenants hereafter contained on the part of Eden the Parish Council agrees that as from the date of this Agreement it will be responsible for the Apparatus
- 1.2 In consideration of the Parish Council covenants hereafter contained Eden will transfer all its rights obligations and ownership of the Apparatus to the Parish Council as from the date of this Agreement

Parish Council Covenants

2. **The Parish Council** covenants with Eden:

Footway Lighting Authority

- 2.1 **That** it will act as the Footway Lighting Authority as provided in Section 3 (1) (a) of the Parish Councils Act 1957 and be responsible for the Apparatus as from the date of this Agreement

Public Liability Insurance

- 2.2 **That** as from the date of this Agreement it will take out all necessary public liability and other insurance necessary in respect of the Apparatus and the operation of the same

Indemnity

- 2.3 **To** indemnify Eden against all liabilities costs expenses damages and losses suffered or incurred arising from any claim in respect of the Apparatus arising after the handover date

Maintenance and Repair

- 2.4 **To** maintain the Apparatus in good and substantial repair and condition (subject to Clause 4 hereof) and will employ suitably qualified and insured contactors to undertake any works required
- 2.5 **That** if the Parish Council shall utilise the services of a Contractor nominated by Eden the Parish Council shall indemnify Eden against any costs incurred in respect of such works paying any costs promptly on receipt of a valid VAT invoice
- 2.6 **That** it will use its best endeavours to maintain adequate illumination by the Apparatus and shall maintain an adequate system for logging faults reported to them and for all necessary repairs to be carried out in a speedy workmanlike manner
- 2.7 **That** it will enter into a supply contract with a reputable supplier in respect of electricity required by the Apparatus

Eden Covenants

3. **Eden** covenants with the Parish Council as follows:

Title

- 3.1 **That** Eden has full title in respect of the Apparatus free from any claim by a third party
- 3.2 **That** Eden has not received or acknowledged notice of, any adverse claim by any party in respect of the Apparatus

Payments

- 3.3 **That** Eden will pay to the Parish Council the sums set out in Schedule 2 on the days stated as a contribution towards the costs incurred by the Parish Council in respect of its obligations under Clauses 2.4 and 2.6

Replacement

- 3.4 **That** Eden covenants to carry out a replacement of those Apparatus which are identified upon the programme of footway lighting that is being carried out.
- 3.5 **That** the terms of this Agreement shall apply to the new apparatus when it replaces the Apparatus
- 3.6 **That** Eden shall obtain all necessary consents from the relevant authorities in respect of the new apparatus and shall install the same in a good and workmanlike manner in accordance with manufacturers recommendations
- 3.7 **That** Eden shall give prior notice of such replacement and full details of the new apparatus to enable the Parish Council to effect the necessary insurance cover

General

- 4 **If** Eden does not intend to replace any individual unit of apparatus it shall inform the Parish Council of such decision within three months of such decision and shall if required by the Parish Council arrange for the disconnection and removal of the same without cost to the Parish Council

EXECUTED as a **DEED** by the parties on the date stated at the commencement of this Agreement

THE COMMON SEAL of
EDEN DISTRICT COUNCIL
was affixed in the presence
of:-



Chairman *M. J. R. [Signature]*

[Signature]

Deputy Chief Executive

EXECUTED AS A DEED by
HESKET PARISH COUNCIL
acting by two Councillors in the
presence of the Clerk

A. Freeman [Signature]

Clerk

Councillor *Em Martin [Signature]*

Councillor *O. Bell [Signature]*

SCHEDULE 1

CHATTELS

1. Light 1 - Outside High Hesket School, High Hesket
2. Light 2 - Outside Wythburn, High Hesket
3. Light 5 - Outside the Sycamores, High Hesket
4. Light 6 - Stonecroft Gardens, High Hesket
5. Light 7 - Outside Sandraise, High Hesket
6. Light 1 - Outside 3 Castle Mount, Armathwaite
7. Light 2 - Outside Kilchoman, Armathwaite
8. Light 3 - Outside Glen Artney, Armathwaite
9. Light 5 - Outside Holm Lea, Armathwaite
10. Light 6 - Outside Post Office, Armathwaite
11. Light 7 - Outside White House, Armathwaite
12. Light 8 - Opposite Dukes Head Inn, Armathwaite
13. Light 9 - On the North Side of the Bridge, Armathwaite
14. Light 10 - On the Ainstable Side of the Bridge, Armathwaite
15. Light 13 - Outside High Eden, Armathwaite
16. Light 14 - Outside School, Armathwaite
17. Light 15 - Footway School Side of Railway Bridge, Armathwaite
18. Light 16 - Entrance to Station Cottages, Armathwaite
19. Light 1 - Outside Ronaldsway, Calthwaite
20. Light 3 - Outside 5 Bracken Court, Calthwaite
21. Light 4 - Opposite the Church at Road Junction, Calthwaite
22. Light 5 - Outside 7 Bracken Court, Calthwaite
23. Light 7 - Outside Calthwaite Hall Lodge, Calthwaite
24. Light 8 - Opposite 3 Dixon Court, Calthwaite
25. Light 9 - Opposite Old Post Office, Calthwaite
26. Light 11 - Outside 5 Pennine Way, Calthwaite
27. Light 2 - Outside Townhead, Ivegill
28. Light 3 - Outside Herb Farm, Ivegill
29. Light 4 - Outside 5 Barrock Close, Southwaite
30. Light 5 - Rear of 1 Barrock Close, Southwaite
31. Light 1 - Outside 14 Brockley Moor, Plumpton
32. Light 2 - Outside 4 Beckside House, Plumpton

33. Light 3 - Outside Romanlea, Plumpton
34. Light 4 - Outside Romane, Plumpton
35. Light 5 - Outside Brockley Moor House, Plumpton
36. Light 6 - Outside Fairfield, Plumpton
37. Light 7 - Outside Appleacre, Plumpton
38. Light 10 - Near to 1 Petteril Terrace, Plumpton
39. Light 11 - Outside 1 Byrnes Place, Plumpton
40. Light 1 - Outside 2 Council Houses, Low Hesket
41. Light 2 - Outside 3 Mill Bank, Low Hesket
42. Light 3 - Outside Smithy Cottage, Low Hesket
43. Light 4 - Outside 7 Farriers Way, Low Hesket
44. Light 5 - Outside Croft End, Low Hesket
45. Light 6 - Outside 5 High Bell Garth, Low Hesket
46. Light 7 - Opposite Village Hall, Low Hesket
47. Light 15 - Outside 1 Forge Court, Low Hesket

SCHEDULE 2
DETAILS OF GRANT FUNDING

EDC shall pay to Hesketh Parish Council the following in grant funding:

2018/19	£5,685 to be paid within 30 calendar days of the completion of this Deed
2019/20	£4,264 by 1 May 2019
2020/21	£2,843 by 1 May 2020
2021/22	£1,421 by 1 May 2021

HR
MKN
Em
OB



EDC Footway Lighting
X EDC Footway Lighting



© Crown copyright. All rights reserved. Eden District Council Licence No: 100023754

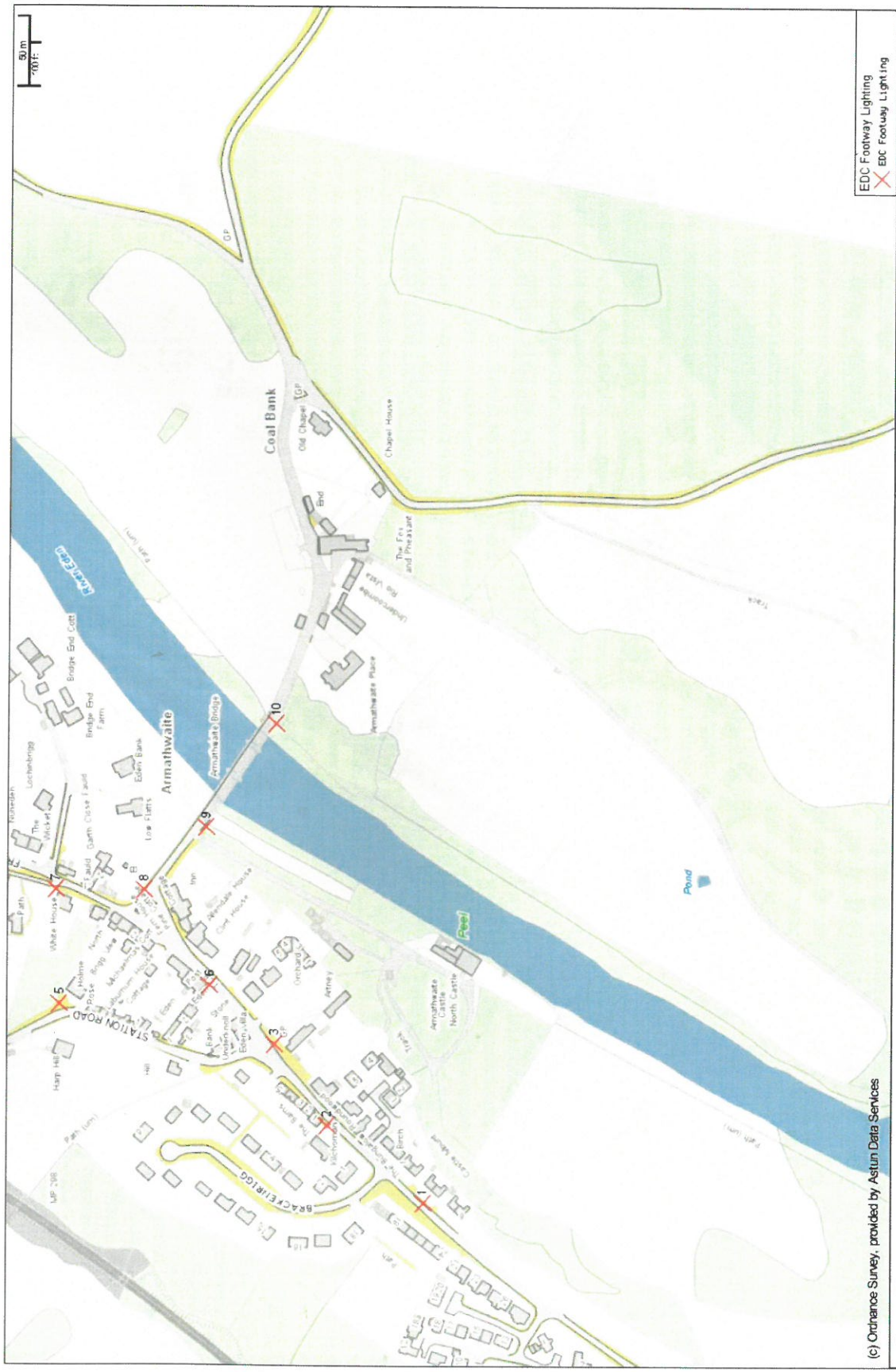
(c) Ordnance Survey, provided by Astun Data Services

Footway Lighting - High Hasket

Scale: 1:2500

Printed on: 30/12/2018 at 10:49 AM by iou/ief

Mr. Em OB,
MKN



EDC Footway Lighting
 X EBC Footway Lighting

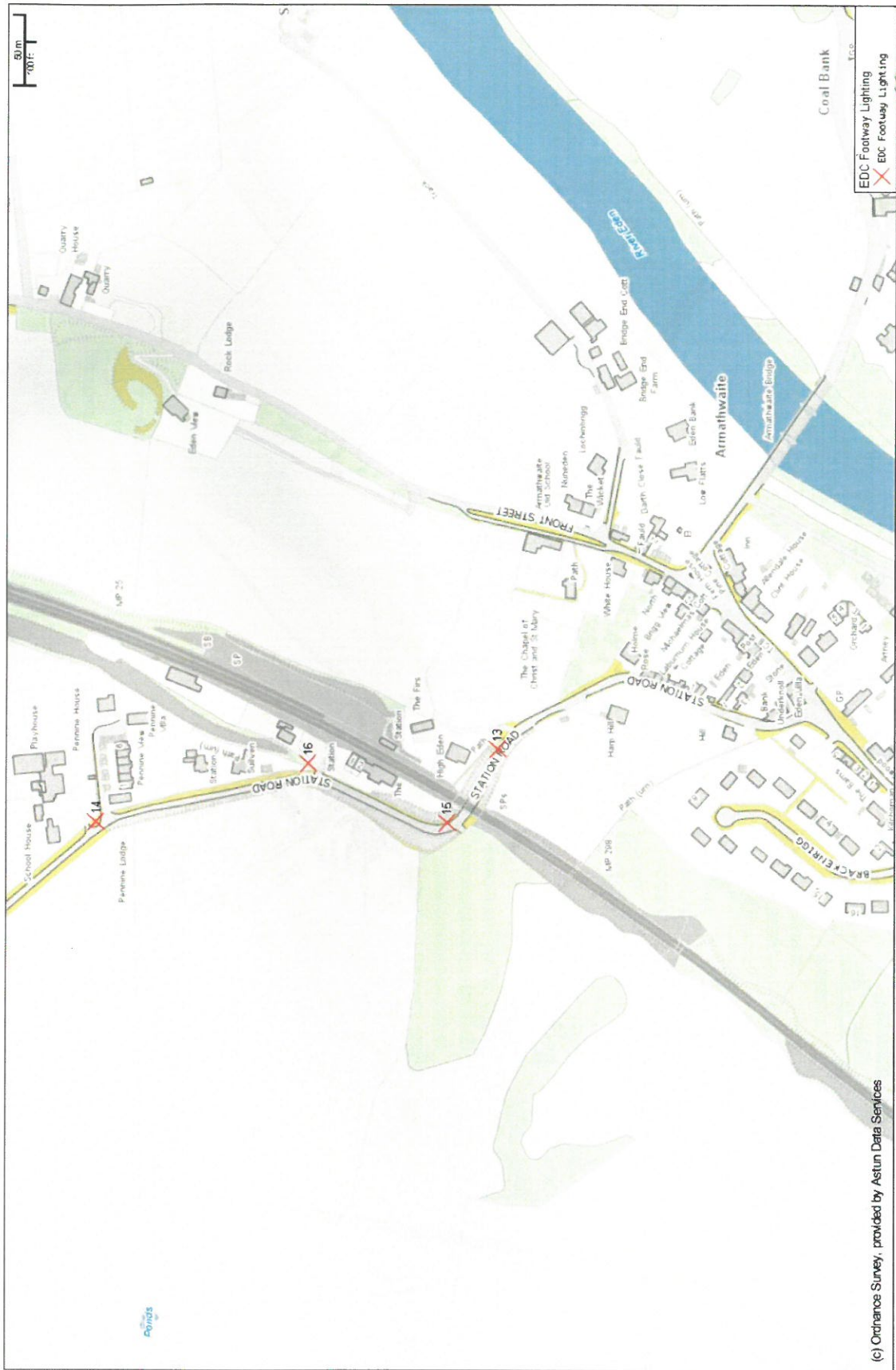


© Crown copyright. All rights reserved. Eden District Council Licence No. 100023754

(c) Ordnance Survey, provided by Astun Data Services

Footway Lighting - Armathwaite
 Scale: 1:2500
 Printed on: 23/1/2018 at 10:25 AM by iou/ief

Mr. MM
Em OB.



EDC Footway Lighting
X EDC Footway Lighting

(c) Ordnance Survey, provided by Astun Data Services
 Footway Lighting - Armthwaite
 Scale: 1:2500
 Printed on: 29/12/2018 at 10:29 AM by /ouiser/

© Crown copyright. All rights reserved. Edem District Council Licence No: 100023754

Edem
District Council

MR. MVR
EM
OB. /



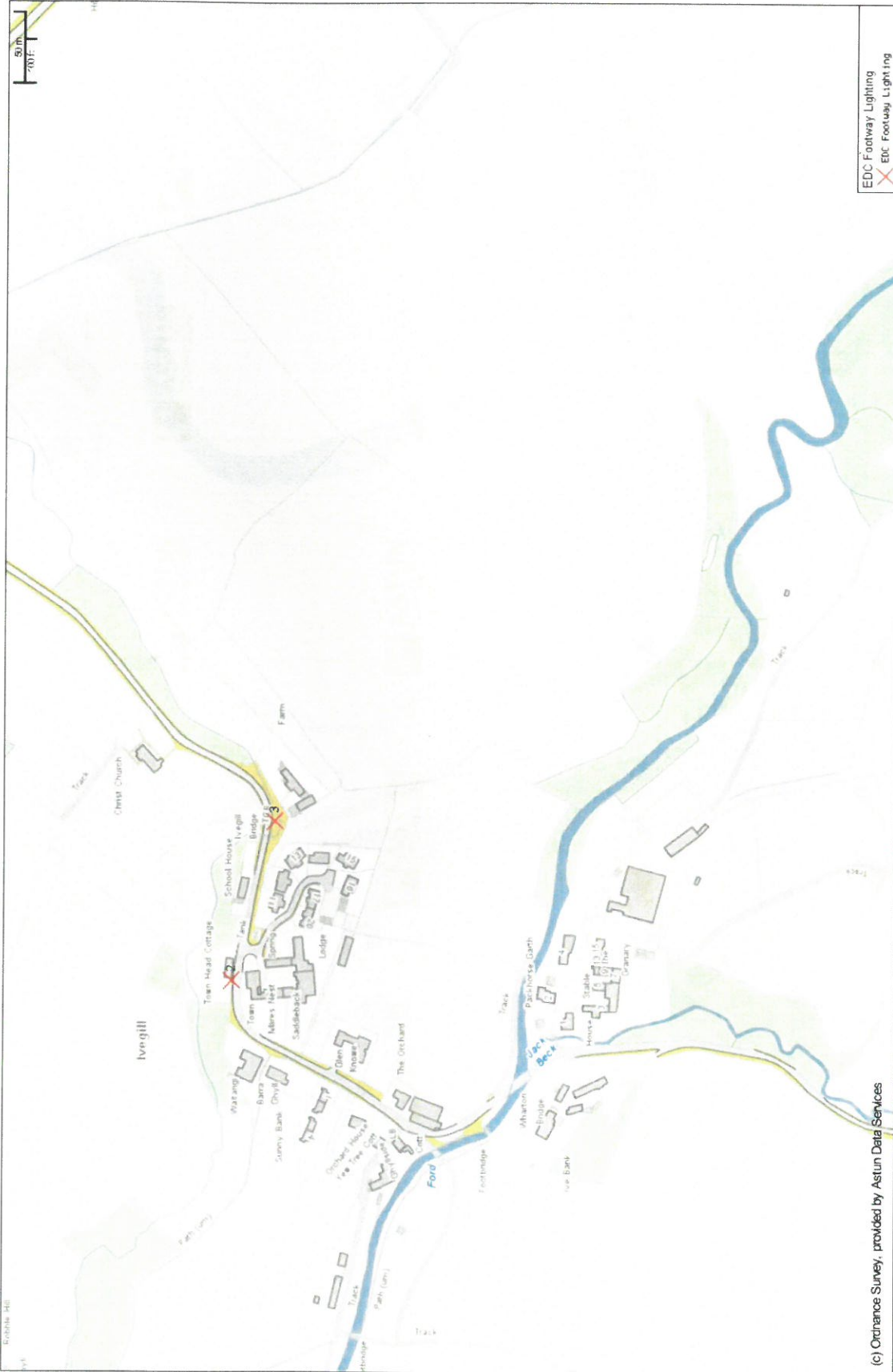
EDC Footway Lighting
 X EDC Footway Lighting



© Crown copyright. All rights reserved. Eden District Council Licence No. 100023754

(c) Ordnance Survey, provided by Astum Data Services

Footway Lighting - Cathwaite
 Scale: 1:2500
 Printed on 29/1/2018 at 10:33 AM by joulisef



EDC Footway Lighting
 X EDC Footway Lighting



© Crown copyright. All rights reserved. Eden District Council Licence No. 100023754

(c) Ordnance Survey, provided by Astun Data Services

Footway Lighting - Ivor Hill
 Scale: 1:2500
 Printed on: 29/1/2018 at 10:36 AM by louise1

MR

Em
 OB



EDC Footway Lighting
 X EDC Footway Lighting

Eden
 District Council
 © Crown copyright. All rights reserved. Eden District Council Licence No. 100023754

(c) Ordnance Survey, provided by Astun Data Services

Footway Lighting - Southwaite
 Scale: 1:1250
 Printed on: 29/12/2018 at 10:39 AM by iouisej

MR
 EM
 OB.



(c) Ordnance Survey, provided by Astun Data Services

Footway Lighting - Plumptre
 Scale: 1:2500
 Printed on: 29/1/2018 at 10:46 AM by (ouiser)

EDC Footway Lighting
 X EDC Footway Lighting



© Crown copyright. All rights reserved. Eden District Council Licence No. 100023754

MMW
 EM
 OB.
 MR.



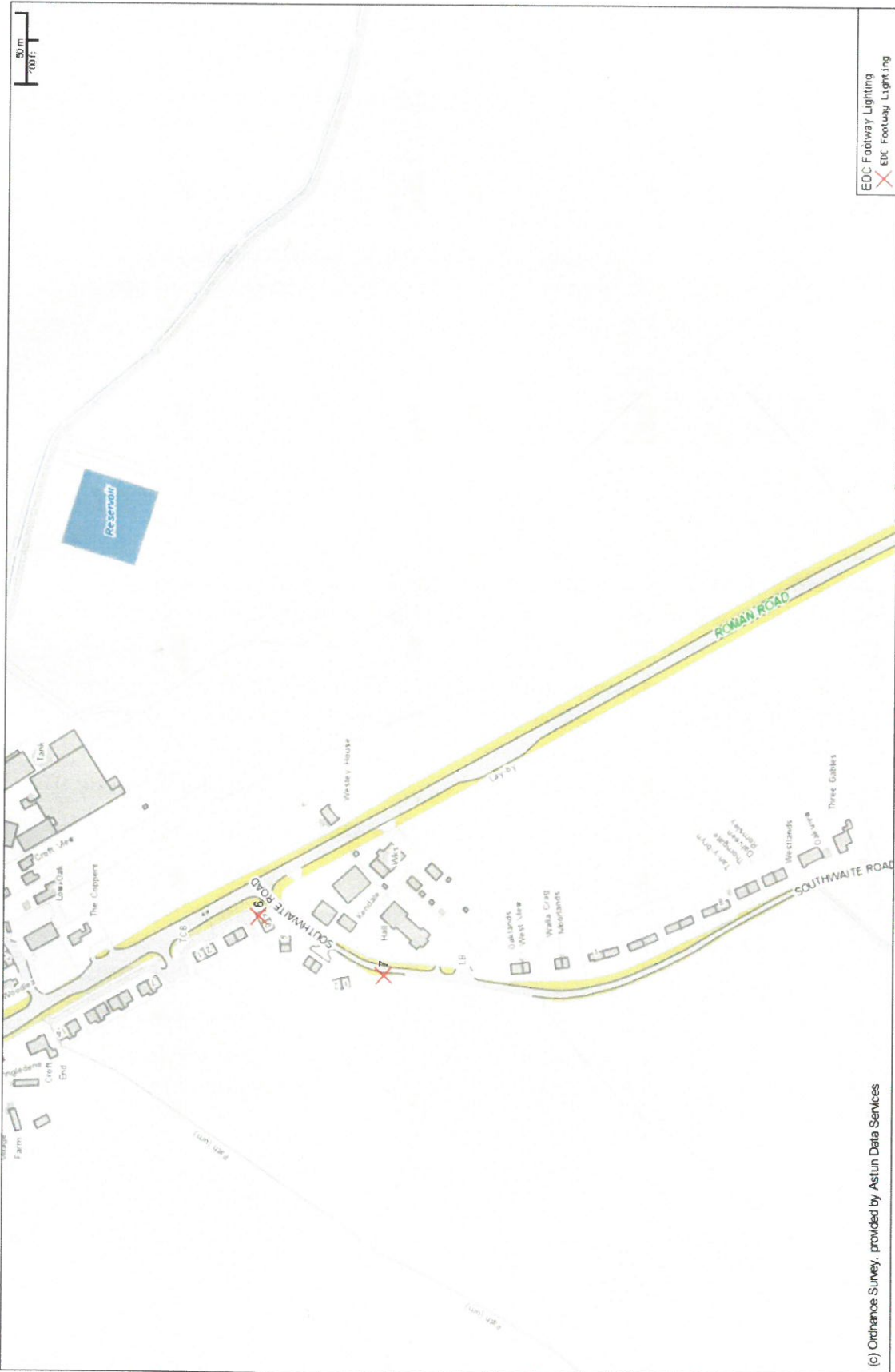
EDC Footway Lighting
 X EDC Footway Lighting

(c) Ordnance Survey, provided by Astun Data Services

Footway Lighting - Low Hesket
 Scale: 1:2500
 N
 Printed on: 23/12/2018 at 10:50 AM by noulter

Eden
 Borough Council
 © Crown copyright. All rights reserved. Eden District Council Licence No: 100023754

MR
 OB.
 EM
 MAN



EDC Footway Lighting
 X EFC Footway Lighting



(c) Ordnance Survey, provided by Astun Data Services

Footway Lighting - Low Heskot
 Scale: 1:2500

Printed on: 28/11/2018 at 10:52 AM by (oulef)

© Crown copyright. All rights reserved. Eden District Council Licence No: 100023754

MR.
 Em
 OB.