

## PARTNERSHIP CHARTER

### Addendum to Contract

#### Partnership Charter

between

the Royal Borough of Kensington and Chelsea (“the Council”)

and SITA UK Ltd (“the contractor”)

*This Partnership Charter is to be read in conjunction with the contract for the provision of recycling, waste collection, street cleansing and related services which has been awarded to SITA UK Ltd and which is to commence first as stated in the contract.*

The Partnership Charter will run for the complete duration of the contract.

#### 1. CONTEXT

The Council has engaged the contractor as a partner to undertake recycling, waste collection, street cleansing, and related services.

The Council and the contractor agree to work with each other co-operatively in partnership to discharge their responsibilities in relation to the services and to apply their respective special knowledge, skill and expertise, in accordance with the terms of the contract and this Charter.

#### 2. DEFINITIONS

**Partnership Charter/Charter** means this agreement

**Contract** means the contract terms

**Parties** means the Royal Borough of Kensington and Chelsea and SITA UK Ltd

**Partners** means the Royal Borough of Kensington and Chelsea and SITA UK Ltd

**The Services** are the services described in the Contract and its appendices



**The Partnership Board** means a co-operative group established under this Charter and described in clause 3.

**The Innovation Forums** means the groups established to bring innovation to the service and described in clause 4.

Capitalised terms used but not defined in this Charter shall be defined in accordance with the Contract.

### 3. THE PARTNERSHIP BOARD

The Partnership Board shall be chaired by the Council's Director of Waste Management and Leisure and shall meet quarterly or at such other times as the Partnership Board may determine.

The members of the Partnership Board are to be nominated by the parties to the contract. As a minimum the Partnership Board shall consist of the following four members:

The Council:

1. Director of Waste Management and Leisure,
2. Council's Representative under the Contract

The Contractor:

3. Operations Director - Municipal,
4. Senior Contract Manager

Annually, one of the quarterly meetings will be attended by:

5. Council's Representative from elected members
6. SITA's Chief Operating Officer – Collection Division

to receive, on behalf of each of the Parties, annual reports of the Partnership.

The Partnership Board meetings can be attended by persons who are not members of the Board, at the invitation of the Board, e.g. Chairpersons of the Innovation Forums or specialist advisors to the Board.

The functions of the Partnership Board are:

- **To Monitor Service Performance:** Ensure the services are delivered to a high standard in accordance with this Charter and the contract, in particular by commissioning qualitative and quantitative

reports on performance and implementing/reviewing procedures for self-monitoring and reporting.

- **To be Innovative:** Develop and/or consider proposals for service improvement and for greater cost-effectiveness in the delivery of the services on a whole life cycle costs basis, in particular by studying examples of best practice elsewhere. To implement studies, reports and projects managed by the Innovation Forums and using joint teams.
- **To be Proactive:** Anticipate and consider proposals for any change in the service that may be required, for example, by any change in law or policy, or by any change in economic or social circumstances or expectations. To implement studies, reports and projects managed by the Innovation Forums and using joint teams.
- **To Ensure Partnership:** Consider any representations that may be made by either party to the contract concerning any matter that appears to be inconsistent with the parties' commitment to work co-operatively.
- **To Resolve Differences:** Seek the rapid and fair resolution of any differences between the parties to the contract. The Parties commit to discuss problems as soon as they arise and to work together in a no blame culture. To put in place procedures for referring disputes to the Partnership Board if they cannot be resolved at contract level.
- **To Review Partnership Performance:** Receive annual reports prepared separately by each of the Partners setting out an open account of that Partner's opinion of the state of the partnership, successes and shortcomings over the year, and proposals for improvement in the partnership in future.
- **To Report on Performance:** Receive an annual report prepared jointly by the partners' senior staff on workforce matters, dealing with such matters as trends and notable events in relation to recruitment, retention, training and development, health and safety, equalities, performance management.

#### 4. INNOVATION FORUMS

The Partnership Board will establish Innovation Forums. The purpose of the Innovation Forums is to manage projects to:

- Develop and/or consider proposals for service improvement and for greater cost-effectiveness in the delivery of the services.

- Anticipate and consider proposals for any change in the service that may be required, for example, by any change in law or policy, or by any change in economic or social circumstances or expectations.

These forums would meet formally and regularly and make written reports to the Partnership Board.

The frequency of the forum meetings would be determined by the demands of the particular projects upon which they have been directed to work.

Innovation Forums can be established, or existing ones dissolved as determined by the Partnership Board.

Where projects require funding, this can be provided by the Partnership Board, from an Innovation fund, set up specifically for this purpose. The Innovation Fund will receive £25,000 per annum through the Contract Budget from SITA. At the meeting of the Partnership Board closest to the anniversary of the contract commencement date the Partnership Board will decide whether to pay over any monies remaining in the Innovation Fund to RBKC or whether to roll over such monies to the following year's innovation Fund.

The Innovation Forums will be charged with seeking and securing external grant funding for projects whenever appropriate.

Members of the Forums will be persons from both RBKC and SITA with the appropriate experience and background to manage and promote the work of each specific Forum.

Equal participation and membership from both RBKC and SITA will be an aim of the Forums.

## **5. PARTNERSHIP DUTIES**

The Partners each accept a duty to:

- Make a sincere effort to understand the other partner's obligations, goals, expectations, duties and objectives in entering and performing their obligations under the contract and this Charter.
- Be just and faithful in all dealings relating to this Charter and to the contract, and to give a true account of such dealings.
- Work at all times within a spirit of co-operation to ensure the delivery of the services to a high standard.



- Resolve differences that may arise in relation to this Charter or the contract by discussion and negotiation wherever possible.
- Communicate clearly and effectively, and in a timely manner, on all matters relating to the contract.
- Make the most efficient use of resources, and seek to achieve cost-effective savings to the benefit of both partners.
- Make every endeavour to ensure that all persons engaged on the contract diligently and faithfully employ themselves to bring about its performance to a high standard.
- Give an early warning to the other partner of any mistake discrepancy or omission of which either partner becomes aware within or between the Charter and the Contract, and offer fair and reasonable solutions where practicable.
- Give an early warning to the other party of any matter that they become aware of that could affect the achievement of any objective, obligation, or the like contained in this Charter or the contract.
- Finalise those matters to be agreed prior to commencement of the services and described in clause (xx) of the contract.

## **6. DAY TO DAY WORKING IN PARTNERSHIP**

To foster a successful working partnership at every level, the partners will ensure that:

- The contractor's staff will work immediately alongside the Council's staff, and not occupy separate rooms.
- Staff secondments between the partners will be encouraged.
- Joint training and induction of staff will be encouraged
- The Partners will share the same information and communication systems

## **7. OPEN BOOK ACCOUNTING**

The Partners agree to develop and improve the system of 'open book accounting' agreed during the negotiations and set out in the contract.

The Partners agree that for the contract and the Partnership to be successful it must be based on sustainable, accurate and realistic operational performance and on clear and robust financial information, and further that it is to their mutual benefit to share such information in confidence in order to develop trust and to better understand the pressures and market forces exerted on each of them.

The Partners will at all times act reasonably and in good faith in relation to all matters that may arise under this Charter and the contract. This mutual commitment to each other includes an obligation on each Partner to ensure that the other Partner is not unduly prejudiced, financially or otherwise, as a result of the operation of the contract, the acts or omissions of the other Partner, market forces, changes of law or otherwise.

Subject only to any requirements in law, the partners commit themselves not to disclose to any third party any commercially sensitive information unless by express written agreement of the other Partner.

## **8. LEGAL ENFORCEMENT**

It is intended that this Charter shall be legally binding on the Parties and shall operate in tandem with the Contract and shall expire when the Contract expires

However this agreement does not create a legal partnership or agency relationship between the Parties.

Signed on behalf of the Council

Date:

Title:

Signed on behalf of the Contractor

Date:

Title:

