



Waveney District Council
Serving the Community

Your Ref

Our Ref Legal/vn/

Date 4th September 2008

When calling please ask for Vicky Nutley

Dial Direct (01502) 523217

Linda Thornton
Lowestoft & Waveney Chamber of Commerce
Waveney Chambers
Waveney Road
Lowestoft
NR32 1BN

Dear Ms Thornton

Re: Lowestoft Town Centre Christmas Lights

Further in this matter I enclose herewith one copy of the agreement executed by the Council. I thank you for all your assistance in this matter.

Yours faithfully

Vicky Nutley
Trainee Solicitor

08 SEP 2008

Corporate Governance Portfolio

Town Hall, High Street, Lowestoft, Suffolk NR32 1HS
Telephone: 01502 562111 Fax: 01502 589327
DX 41220 Lowestoft www.waveney.gov.uk



2006-2007
Waste and Recycling

2004-2005
Supporting People

Memorandum of Agreement

For the Provision of Christmas Lights in Lowestoft Town Centre and the Management of Events and Promotional Activities in the Town Centre

Between:

1. Waveney District Council ("the Council") of Town Hall High Street
Lowestoft Suffolk NR32 1HS

And

2. Lowestoft Town Management Partnership ("LTMP") part of Lowestoft & Waveney Chamber of Commerce part of Suffolk Chamber of Commerce

The purpose of this Memorandum of Agreement is to set out the terms under which LTMP will take over the management of events in Lowestoft Town Centre and the provision of Christmas Lights in Lowestoft.

The Council and LTMP were partners in the Sunrise Scheme which undertook the regeneration of Lowestoft Town Centre as part of its remit. The Sunrise Scheme purchased Christmas Lights for the display in the Town Centre.

LTMP are assuming responsibility for the Christmas Lights through their partner status in the Sunrise Scheme. Previously the Council has used the income from events held in the Town Centre and the rental income from Public Information Pillars that have been placed at various locations in and around the town centre to fund the provision of Christmas Lights.

In order to facilitate LTMP's provision of the Christmas Lights the Council has agreed that they will hand over the organisation of events and promotional activities in the Town Centre to LTMP. This is subject to the conditions set out below

Conditions

1. All income generated through promotional activities and events in the Town Centre is to be used for the provision of Christmas Lights. Should there be any surplus income this is to be used by LTMP to promote Lowestoft Town Centre
2. At the end of each financial year LTMP will produce accounts showing how the Income from events and promotional activities in the Town Centre has been spent. These accounts to be produced to the Council within 2 months of the end of the financial year

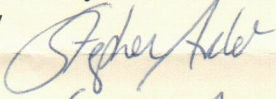
3. LTMP will carry out annual Risk assessments for the events, promotional activities and the Christmas Lights and will produce these to the Council.
4. LTMP have in place Public Liability Insurance of not less than £5,000,000 for any single event or series of events and will produce a copy of the policy and receipts for premiums to the Council.
5. LTMP have in place all relevant Licences e.g. a Premises licence and on request will produce copies of these licences to the Council
6. The Council reserves the right to hold events in the Town Centre after consultation with LTMP

Any alteration of the conditions of this agreement will be made in writing between the parties.

The termination of this agreement shall be by written notice of not less than 6 months by either of the parties.

Signed on behalf of
Waveney District Council

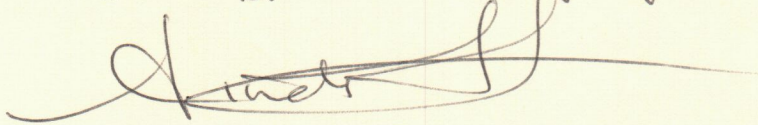
By



STEPHEN ARCHER
STRATEGIC DIRECTOR

Signed on behalf of
Lowestoft Town Management
Partnership

By ~~L.L.~~ L. L. THORNTON *Chief Officer*



L. L. THORNTON
Authorised Signatory