

ACTION TAKEN BY CABINET MEMBER (EXECUTIVE FUNCTION)

Subject	Shared Registration and Nationality Service with the London Borough of Brent
Cabinet Member	Leader of the Council
Date of Decision	10 April 2014
Date decision comes into effect	10 April 2014
Summary	<p>Cabinet Resources Committee on 4 November 2013 authorised Barnet to enter into an Inter Authority Agreement for a shared Registration and Nationality service with the London Borough of Brent following approval of the Outline Business Case.</p> <p>This report confirms that the Business Case for this new arrangement remains valid and encloses a summary of the final terms of this agreement.</p> <p>This report provides authorisation for the signing of the Inter Authority Agreement.</p>
Officer Contributors	Mathew Kendall, Assistant Director, Adults and Communities
Status (public or exempt)	Public
Wards affected	All
Enclosures	Appendix A – Summary of terms of Inter Authority Agreement
Reason for exemption from call-in (if appropriate)	N/A
Key decision	No
Contact for further information:	Mathew Kendall, Assistant Director, Adults and Communities

1. RELEVANT PREVIOUS DECISIONS

1.1 Cabinet Resources Committee, 4 November 2013 (Decision item 12)

- Agreed that the preferred future delivery model of the Registration and Nationality service is to implement a shared service model with the London Borough of Brent, hosted by Brent (option 3 of the Outline Business Case – Appendix 1).
- Noted that this recommendation is dependent upon London Borough of Brent agreeing to the shared service option through its own democratic process.
- Agreed that £102,645 was allocated to the project budget from the Council's transformation reserve to complete the implementation phase of the project.
- Agreed that the full business case along with the Inter Authority Agreement (IAA) be presented to the Leader of the Council and that the powers to take the final decision on the future delivery of the service be delegated to the Leader.

2. CORPORATE PRIORITIES AND POLICY CONSIDERATIONS

2.1 The aim of reviewing the delivery of the Registration and Nationality service supports the three priority outcomes set out in the 2013/16 Corporate Plan:

- Promote responsible growth, development and success across the Borough;
- Support families and individuals that need it – promoting independence, learning and wellbeing; and
- Improve the satisfaction of residents and businesses with the London Borough of Barnet as a place to live, work and study.

2.2 The review of the Registration and Nationality service is part of the London Borough of Barnet (Barnet)'s corporate change programme (One Barnet Programme). It supports the One Barnet key priorities of:

- A new relationship with citizens.
- A relentless drive for efficiency.
- A 'one public sector' approach.

3. RISK MANAGEMENT ISSUES

3.1 Risks associated with the delivery of the project have been managed and reported in accordance with corporate risk and project management processes and have been reported through existing democratic processes in accordance with the One Barnet Programme governance approach.

- 3.2 The development of a Shared Service model for the Registration and Nationality Service was in response to a key corporate risk identified with this service due to increasing demand, reducing funding and potential reductions in the quality of Service able to be delivered. The implementation of the new Shared Service model mitigates this risk by providing a more sustainable Service due to the increased scale of the operation and additionally provides enhanced opportunities for income growth through new business, including from the Home Office.
- 3.3 The following risks were highlighted in the Outline Business Case and an update is provided on how these have been mitigated through the project and in the terms of the Inter Authority Agreement.

Description of Risk	Cause / Consequence	Mitigation
Staff members may object to the principle of the shared model.	<p>CAUSE: Barnet TUPE transferring staff over to Brent.</p> <p>CONSEQUENCE: Difficulty in creating the culture change necessary to embed the service.</p>	<p>Staff have been engaged through the current phase of the project and formal consultation under TUPE has been completed.</p> <p>Under the terms of the transfer pay scales will remain unchanged and staff will transfer on their current terms and conditions.</p>
Service users could experience a deterioration in the quality of the service during the transition to the new Shared Service arrangements.	<p>CAUSE: This is a significant change and therefore it may disrupt staff and consequently there may be some disruption to the service while the transition takes place.</p> <p>CONSEQUENCE: Potential deterioration in the quality of service while the changes take place.</p>	<p>Services have continued to be run from existing premises throughout the project and this will be maintained after the transfer with no deterioration experienced in the quality of the service.</p> <p>The Inter Authority Agreement includes clauses to contractually define the expected service standards and service performance and provides a framework for how these will be monitored and poor performance addressed for the duration of the agreement.</p>

Description of Risk	Cause / Consequence	Mitigation
The expected amount of annual income that Barnet receives may not realised	<p>CAUSE: Poor performance of the new Shared Service; Changes in legislation/statutory responsibility of service</p> <p>CONSEQUENCE: Level of income to Barnet below current projections and continued viability of service put at risk.</p>	<p>The Inter Authority Agreement includes clauses that provide a framework for monitoring performance and how action will be taken to address poor performance. This will be monitored through the partnership's Strategic Monitoring Board.</p> <p>The Target Income expected to be received by Barnet will be agreed on an annual basis by the Strategic Monitoring Board and will be monitored on a quarterly basis.</p> <p>The risk of reductions in the annual income received due to changes in legislation/statutory responsibility of service cannot be mitigated and therefore has to be accepted and monitored on an on-going basis in accordance with the Council's risk management processes.</p>
Barnet residents may not be clear about who is delivering their service.	<p>CAUSE: Barnet service transferring to Brent may cause confusions on where customers need to go and which borough is delivering the service.</p> <p>CONSEQUENCE: Lack of adequate and clear communication could lead to confusion and possibly customer dissatisfaction.</p>	<p>The Inter Authority Agreement defines the accommodation, from which the service will be operated, which at the point of go live will be the same locations as those from which the service is currently delivered.</p> <p>Under the Inter Authority Agreement "Front Door Services" (meaning services which are not part of the Service consisting of responding to general telephone enquiries, making appointments for and recovering payments from Clients) will continue to be delivered by the London Borough of Barnet's (or a partner thereof).</p> <p>Under the Inter Authority Agreement there will be no Shared Service brand and the Service delivered to Barnet residents / clients will use the Barnet corporate branding.</p>

Description of Risk	Cause / Consequence	Mitigation
The cost base of the Service may increase through the term of the agreement.	<p>CAUSE: Changes to staffing or delivery model that require investment.</p> <p>CONSEQUENCE: Barnet could incur unbudgeted for expenditure.</p>	<p>The terms of the Inter Authority Agreement mitigate this risk as the annual service charge must be agreed by the Strategic Monitoring Board and this agreement cannot be made without the agreement of the nominated Senior Officer from Barnet.</p> <p>Additionally the Inter authority Agreement includes clauses around service variations that require SMB sign-off and therefore any variation would require a valid business case for Barnet before it is implemented.</p>

- 3.4 Furthermore, the IAA provides that the Head of Service will ensure that there is a fully managed risk register, reviewed monthly with the Barnet contract manager and quarterly by the Strategic Monitoring Board. The London Borough of Brent will also comply with the London Borough of Barnet's internal audit programme.

4. EQUALITIES AND DIVERSITY ISSUES

- 4.1 The Equality Act 2010 requires all public bodies and all other organisations exercising public functions on its behalf to have due regard to the need to eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Act; advance equality of opportunity between those with a 'protected characteristic' and those without; and to promote good relations between those with a 'protected characteristic' and those without. The relevant 'protected characteristics' are age, disability, gender reassignment, pregnancy and maternity; race, religion or belief, sex and sexual orientation. In relation to eliminating discrimination, marriage and civil partnerships are, also, 'protected characteristics'.
- 4.2 The Employee Equalities Impact Assessment has been updated and a summary is presented below. This concludes that there is no negative impact of the transfer to Brent on the in scope employees.
- 4.3 The Shared Service agreement will be governed in accordance with the Equalities Act 2010 and the day-to-day work in line with the Equalities Policy of the London Borough of Brent.
- 4.4 Under the Inter Authority Agreement any proposed variation to the Service will be subject to an agreed business case which must include the consideration of the Equalities Impact of the proposed variation in a format acceptable to the London Borough of Barnet and its policies.

- 4.5 An External Equalities Impact Assessment has been completed. This concludes that the impact of the proposed changes are broadly neutral on those with protected characteristics, with a positive impact for some due to the increased opening hours of the new Service planned to be enacted during the first year of the Agreement.
- 4.6 Decision makers should have due regard to the public sector equality duty in making their decisions. The equalities duties are continuing duties rather than duties to secure a particular outcome.

5. USE OF RESOURCES IMPLICATIONS (Finance, Procurement, Performance & Value for Money, Staffing, IT, Property, Sustainability)

Finance Implications

- 5.1 The Outline Business Case identified that the expected financial benefit of implementation of the Shared Service with the London Borough of Brent should provide a net benefit (increase in surplus) of £403,627 over the initial five year term of the agreement. In year 1 of the agreement the net surplus from the Shared Service agreement was anticipated to be £108,875, an increase of £85,957.
- 5.2 The terms within the Inter Authority Agreement indicate, in year 1 of the agreement, an anticipated Target Net income of £147,150 with an estimated retained Property cost of £38,275, resulting in a net surplus of £108,875. This represents a net benefit of £85,957 increased surplus against the do nothing option. When projected over the five year term of the agreement this gives an anticipated net benefit of £403,627. These financial benefits are as anticipated in the Outline Business Case.
- 5.3 There is potential to increase the levels of income from the Service through further innovation and service enhancement. Any additional net income would then be apportioned based on an allocation as defined within the Inter Authority Agreement.
- 5.4 It is important to note that the annual cost of the Service (including the anticipated income) will be set annually by the Strategic Monitoring Board. As such the anticipated benefit cannot be guaranteed. This is subject to fluctuation and will be impacted by external factors such as changes in legislation and the economy. This situation is however no different to that if the Service was maintained in-house, solely operated by the London Borough of Barnet and therefore the net annual benefit is still anticipated to be delivered as it is the gross income that will be affected by these factors.
- 5.5 As discussed above the expected financial benefits as articulated in the Outline Business Case are anticipated to be delivered (and potentially exceeded) by the Shared Service arrangement following development and agreement on the terms of the Inter Authority Agreement. The business case is therefore valid from a financial perspective and it is recommended that the new arrangements should be entered into.

- 5.6 A budget of £199,645 has been allocated for the development of the proposals for and implementation of the new Shared Service arrangement with the London Borough of Brent. It is confirmed that the outturn position once all of the project work is complete will be within this agreed budget.

Performance and Value for Money Implications

- 5.7 The Inter Authority Agreement will be subject to contract management and performance monitoring arrangements to ensure that performance and savings targets are achieved and that issues are identified and tackled early.

Staffing Implications

- 5.8 There are currently circa 8 FTE registration and nationality services staff in-scope of transfer.
- 5.9 The transfer between local authorities is Cabinet Office Statement of Practice (COSOP) in transferring from one public body to another. The Council has elected to apply to all intents and purposes the TUPE Regulations in force at the time of transfer as added assurance to employees and as such, employees and their representatives have been engaged and consulted on these proposals.
- 5.10 The Council has in place commonly referred to TUPE Plus Commitments as part of the One Barnet programme. It is the recommendation of the Director for Human Resources that these commitments should not be applied to inter-authority transfers on a case by case basis for the following reasons:
- The employees are transferring to another authority where there are comparable or better terms of employment.
 - The authority to which the employees are transferring may transfer on terms that vary to the other local authority staff. It would be a legitimate aim of the receiving local authority to seek to harmonise terms and conditions and structures to reduce potential inequalities and the creation of a two-tier workforce.
 - The existing TUPE Plus commitments conflict with contractual entitlements and is not enforceable or incorporated as a contract of employment and, for the avoidance of doubt, it should not be applied to any transfer until it is reviewed further.
 - The application of the TUPE Plus commitments is subject to agreement between LB Barnet and the receiving authority. Such agreement has not been reached and therefore the TUPE Plus agreement is not contractually enforceable between the parties.
- 5.11 All employees working within the service at the time of transfer have rights to become part of the Joint Registrars Service and employees of the London Borough of Brent under the TUPE Regulations. Staff and Trade Unions have been informed and engaged from the start of the project and this will continue up to and beyond the point of transfer. There have been

regular briefings through the process with staff and Trade Unions, and relevant materials can be sourced from the intranet where there is a link for the transfer, and FAQ. As well as briefings throughout the process, there has been an opportunity for staff to meet HR, as well as their Divisional Managers on a one to one basis to discuss the implications of the changes to them personally. This activity will continue throughout the mobilisation period to ensure that the Joint Registrars Service has the best possible foundations to enable its success.

- 5.12 Brent has written to Barnet informing the Council of their proposed measures and these have been formally consulted upon with the Council's recognised Trade Unions.
- 5.13 The Transfer of Undertakings (Protection of Employment) Regulations 2006 TUPE will operate to transfer to the London Borough of Brent all of the Council's rights, powers, duties, and liabilities under or in connection with the contracts of employment of the relevant staff.
- 5.14 Under TUPE, existing contractual terms and conditions are protected on transfer.
- 5.15 The Council will continue to meet all of its statutory or contractual obligations with regard to change and its impact upon the Council's staff. The Council has implemented a Relocation Protocol which we would expect a new employer to adhere to if they do not have a similar way of working. Where, as anticipated in this case, any change results in a TUPE transfer the Council will meet all of its statutory obligations provided by TUPE. Transferring staff who are members of the local government pension scheme operated by Barnet will remain part of that pension scheme as operated by Brent and their benefits will transfer. This will afford staff the continued membership of the Local Government Pension Scheme.
- 5.16 Staff will transfer on an individually "fully funded basis". This means that the pensions deficit will not transfer to Brent from Barnet in respect of these staff.
- 5.17 In the lead up to the transfer, in addition to meeting the information and consultation requirements of TUPE, the Council must provide Brent with the relevant "employee liability information". This information must be given at least fourteen days before the transfer or, if special circumstances make this not reasonably practicable, as soon as is reasonably practicable after the transfer. It is proposed that there will be full transfer of relevant data at the point of transfer to ensure that there is a seamless transition with minimal disruption to staff and service delivery.
- 5.18 Trade Unions and staff have been informed and engaged throughout the project and their comments and views have helped shape the proposals and the Business Case, that was considered by the Cabinet Resources Committee at their meeting on the 4 November 2013 this informed the Committee during their decision process to approve the business case.

- 5.19 The scope of services to be provided by the Joint Registrars Service will incorporate all aspects of nationality and registration practice currently delivered by the in-house team
- 5.20 Consultation on the proposal to transfer post holders to the Joint Registrars Service will take place under TUPE, with those in scope and their relevant Trade Unions and with Brent. It is proposed that those in scope will transfer to the London Borough of Brent on 22 April 2014. The post-holders will be protected in their existing terms and conditions, until such time that Brent consult on proposed changes. Alternatively, an employee may choose through promotion, or other means, to accept another appointment with the London Borough of Brent to negotiate and accept contractual changes directly with the London Borough of Brent.

Property Implications

- 5.121 Under the terms of the Inter Authority Agreement the Shared Service for the Registration and Nationality Service will continue to operate from Barnet House and Hendon Town Hall under licence and under a lease at Burnt Oak Broadway (under licence for an initial three month period while this lease is finalised).
- 5.20 The Property Licences and the Burnt Oak Lease contain terms for the substitution, at Barnet's cost, of alternative premises should Barnet require vacant possession of Burnt Oak, Barnet House or Hendon Town Hall during the Term.

Information Management Implications

- 5.21 Under the terms of the Inter Authority Agreement the Shared Service must comply with the DPA, the FoI Act and EI regulations and both authorities must co-operate to enable these obligations to be met.

6. LEGAL ISSUES

- 6.1 Discussions with the General Register Office (GRO) have indicated that the proper officer function in relation to registration services, currently undertaken by the Assistant Director – Community and Wellbeing, should remain the responsibility of Barnet Council.
- 6.2 The arrangement will therefore take effect as a contract with Brent to manage and perform the registration and nationality services on Barnet's behalf in accordance with all legislative requirements. Barnet will remain statutorily responsible for ensuring that the services are delivered by Brent in accordance with the IAA.
- 6.3 The IAA will provide for Brent officers to be treated as officers of Barnet for the purposes of statutory performance of the services, in accordance with the provisions of s113 of the Local Government Act 1972. They will however remain Brent employees and Brent will be contractually responsible to Barnet for ensuring that they perform their duties correctly.

Appropriate authorisations will be given by the Barnet proper officer to Brent staff to enable them to perform the statutory functions on behalf of Barnet.

7. CONSTITUTIONAL POWERS

- 7.1 Council Constitution, Responsibility for Functions, section 4.3 enables the Leader to discharge any executive functions of the Council.

8. BACKGROUND INFORMATION

- 8.1 The London Borough of Barnet's Registration and Nationality Service is responsible for the registration of all births, deaths and marriages. Working in partnership with the Home Office, the service also offers a nationality checking service for those wishing to apply for a British Citizenship. The service also undertakes citizenship ceremonies, wedding and civil partnership ceremonies.
- 8.2 The service operates from three separate locations: Burnt Oak Broadway, Hendon Town Hall and Barnet House (Whetstone).
- 8.3 The staffing establishment comprises of a team of 13.
- 8.4 The London Borough of Barnet and the London Borough of Brent (Brent) currently collaborate on Registration and Nationality Services and have shared a Head of Service for the past three years. This is a semi-formal relationship and is not tied to any formal performance management criteria and is based on the good will of both boroughs.
- 8.5 The Council has undertaken a review of the delivery of the Service in order to fulfil the Council's commitment to improving the customer experience and generate efficiency savings. The review forms part of the One Barnet Programme (corporate change programme) and supports the One Barnet key priorities
- 8.6 As part of this review a cost-benefit analysis was undertaken for the following options:
- 1 Maintaining the Registration and Nationality service as it currently stands (which requires additional resourcing to maintain current standards).
 - 2 Exploring ways of delivering greater efficiencies and a better customer experience within the existing service.
 - 3 Implementing a shared service model, with the London Borough of Brent delivering Barnet's Registration and Nationality service.
 - 4 Implementing a shared service model, with the London Borough of Barnet delivering Brent's Registration and Nationality service.
- 8.7 The recommended option, to commission the London Borough of Brent to deliver Barnet's Registration and Nationality service and the Outline

Business Case for this arrangement was agreed by Cabinet Resources Committee in November 2013.

- 8.8 Since the approval of the Outline Business Case work has been completed with the London Borough of Brent to develop an Inter Authority Agreement to govern and set out these Shared Service arrangements, to further refine the Business Case for the arrangement and to complete the required communication and consultation with staff in accordance with TUPE requirements.
- 8.9 The key components of the Inter Authority Agreement (more detail can be found in Appendix A) are:
- The Agreement will be for five year term, with an opportunity to extend by two years
 - Barnet will delegate its functions in relation to the services, with the exception of the Proper Officer function
 - For 2014/15 Barnet's Budget Contribution is £630,680 and Brent's is £966,008, and the quarterly target net income baseline figure is £36,787.50 per quarter.
 - The service delivery locations and opening hours of the new service will remain as per the current arrangements initially and any changes will be subject to a formal contractual process.
- 8.10 As described in sections 5.1 – 5.6 above the expected financial benefits meet those in the Outline Business Case and following completion of the IAA the expected non-financial benefits are expected to be delivered. This therefore confirms that the Business Case is valid and this report represents the Full Business Case for this new proposal.
- 8.11 Subject to the agreement of this report and successful progress through the London Borough of Brent's decision-making process the Shared Registration and Nationality service with the London Borough of Brent is expected to commence on 22 April 2014.

9. LIST OF BACKGROUND PAPERS

- 9.1 None

10. CONSULTATION WITH CABINET MEMBER(S)

- 10.1 The Leader of the Council and the Cabinet Member for Customer Access and Partnership have been consulted. The Leader provides, as outlined in section 11.1, authorisation for entering into the Inter Authority Agreement.

11. DECISION OF THE CABINET MEMBER(S)

I authorise the following action:

- 11.1 That the Council enters into the Inter Authority Agreement with the London Borough of Brent to establish a Shared Service for the delivery of**

the Registration and Nationality Service for a period of five years, with a potential two year extension.

- 11.2 That in accordance with the Inter Authority Agreement the Council enters into the associated property licences and a lease with the London Borough of Brent in order to enable the Shared Service to be delivered from the existing Barnet operational buildings.**

Signed

Leader of the Council

Date

10 April 2014

Appendix A: Summary of IAA Provisions

Shared Registration and Nationality Service

Key terms of the Inter Authority Agreement

1. PARTIES

London Borough of Barnet ("Barnet")

London Borough of Brent ("Brent")

2. BACKGROUND

The Parties have decided that their respective strategies and objectives will be best achieved by arranging for the setting up of a shared Registration and Nationality Service, hosted by Brent at locations in both boroughs.

Barnet will commission Brent to deliver the services, who have the power to provide registration and nationality services by virtue of s1 of the Local Authorities (Goods and Services) Act 1970. The shared service will be governed by an Inter Authority Agreement ('IAA') and associated documents, the key terms of which are set out below.

3. TERM DURATION & BREAK CLAUSE

The shared service is scheduled to commence on 22 April 2014 until an initial expiry date of 31 March 2019, with an option to extend the service by mutual agreement by a further 2 years. Agreement on any extension is to be reached by the parties no more than nine months but no less than six months before the end of the initial term.

There shall be an early termination option exercisable by either party on not less than 6 months notice, the termination to take effect no earlier than three and a half years after the commencement date.

There are further provisions set out in the IAA for Barnet to terminate the Agreement in the event of serious default by Brent.

4. CHARGING

On a quarterly basis Brent will account to Barnet for the net statutory and discretionary income received up to a pre-determined baseline quarterly target income amount. Any discretionary income surplus above that is retained by Brent and, if not required to make good any income shortfall for a later quarter, will be distributed between the parties at the end of the financial year, 15% to Brent and 85% to Barnet.

In determining the net income Brent is allowed to deduct Barnet's annually agreed contribution to the combined service budget plus a proportion of any additional non budgeted spend that is agreed throughout the year by the parties.

Any budget underspend will, on agreement between the parties at the end of the year, either be carried forwards as an operating surplus or distributed in the proportions that their respective budget contributions make up the combined budget.

For 2014/15 Barnet's Budget Contribution is £630,680 and Brent's is £966,008, and the quarterly target net income baseline figure is £36,787.50 per quarter.

Barnet's retained premises costs (budgeted for 2014/15 at £38,275) will be met by Barnet from net income received and Barnet will retain the risk of any overspend on premises costs.

There are provisions for the above charging model to be varied by mutual agreement as required throughout the term to exploit new business opportunities.

5. MANAGEMENT OF SERVICE & DISPUTE RESOLUTION

Brent to be contractually responsible for complying with all legislative requirements and codes of practice (including GRO reporting requirements) in relation to the delivery of the services to Barnet.

Brent will deliver the Barnet services to agreed service standards set out in Appendix 1 of the IAA.

The parties will establish a strategic monitoring board (SMB) comprising of a senior officer from each authority, the head of the service and a contract manager from Barnet. The overall purpose of the SMB will be monitoring, directing, advising and securing adherence to the effective performance of the IAA and the delivery of the shared service. The SMB to meet quarterly or more frequently as agreed.

Decisions on the strategic direction of the service will be made by the SMB and in the event of deadlock or dispute, escalation shall be to Strategic Directors (or equivalent), and then via mediation if necessary.

6. STAFFING TRANSFER PROVISIONS

The arrangement will constitute a relevant transfer for the purposes of TUPE in relation to the current Barnet staff. 'TUPE Plus' will not apply.

If as a result of a reduction in Barnet's service requirements, Brent has to make any staff engaged in the shared service redundant, Barnet will indemnify Brent for the costs incurred.

If as a result of a reduction in Brent's service requirements, Brent has to make any staff engaged in the shared service redundant, Brent will bear the costs incurred.

If as a result of changes in legislation or guidance or other external forces such as changes in demographics, Brent has to make any staff engaged in the shared service redundant, the costs will be apportioned between the parties according to the percentage share that each party contributes to the core budget or as otherwise agreed by the SMB.

7. PENSIONS

The eight transferring Barnet staff are entitled to join Brent's pension scheme after the relevant transfer. They shall also be entitled to transfer their benefits from the Barnet pension scheme as accrued up to the commencement date, into the Brent pension scheme. Transfer payments will be calculated on an individual basis in accordance with the statutory actuarial guidance and Barnet will be responsible for any deficit.

If some or all of the service provided by Brent to Barnet is transferred back to Barnet or to a future service provider, any returning Barnet staff will be entitled to re-join Barnet's pension scheme.

8. ACCOMMODATION

There are three Barnet owned properties from which registration and nationality services are to be provided. These are Hendon Town Hall, Barnet House and 182 Burnt Oak Broadway Edgware.

Hendon Town Hall and Barnet House are to be occupied by Brent pursuant to a licence for the duration of the IAA since Brent will only occupy a desk rather than the entire properties.

There is a provision in the licences permitting Barnet to change the location of the desk in the relevant building from time to time. Barnet will also be permitted to terminate the licence if they want to sell the building provided they find suitable alternative accommodation for Brent. Barnet remains responsible for all cleaning, buildings insurance, maintenance and repair and for maintaining the public liability insurance for Hendon Town Hall and Barnet House. Brent is not permitted to assign its rights in the licence to any third party.

Brent will initially occupy the whole of 182 Burnt Oak Broadway pursuant to a licence for fixed term of 3 months whilst a lease of the Property is being negotiated. Although it will be a lease of the whole property, Barnet will retain responsibility for cleaning, repair, maintenance, the security system and payment of all outgoings including business rates except for the costs of internet and telecommunications services, which will be met by Brent. The lease will last for the duration of the IAA. Barnet will also be permitted to terminate the lease if Barnet wants to sell the building provided that it finds suitable alternative accommodation for Brent.

There shall be no licence fee / rent payable by Brent in respect of the licences or the lease.

9. EQUIPMENT, INFORMATION TECHNOLOGY & FRONT DOOR SERVICES

For up to three months following the commencement date, Barnet to licence to Brent and maintain at nil cost the IT infrastructure, hardware and software specified in the IAA.

During the first three months of the term, Brent to procure and install IT infrastructure, hardware and software required for operation of the shared service at Hendon Town Hall, Barnet House and 182 Burnt Oak Broadway Edgware. The cost of this equipment will be met by Barnet as a one off set up cost (estimated at £25-£35k). This equipment will remain the property of and be maintained by Brent throughout the term.

Barnet to transfer to Brent at nil cost, for use during the term, any existing office equipment used at Hendon Town Hall, Barnet House and 182 Burnt Oak Broadway Edgware as specified in the IAA.

Barnet to procure the provision of the front door services (via its contract with Capita) consisting of responding to general telephone enquiries, making appointments with, and recovering payments from, members of the public and other persons using the service. Barnet to also provide a receptionist at Hendon Town Hall whose duties will include citizenship administration. Brent will not be liable for any failure to perform services under the IAA occasioned by a failure of the front door services / receptionist service at Hendon Town Hall.

10. INSURANCE

Barnet to procure buildings insurance for Hendon Town Hall, Barnet House and 182 Burnt Oak Broadway Edgware and to maintain public liability insurance for Hendon Town Hall and Barnet House.

Brent to maintain public liability insurance at Burnt Oak and maintain employer's liability insurance to cover the activities of the shared service.

11. SUB-CONTRACTING AND ASSIGNMENT

The agreement to be personal to the parties (save for any statutory successors) and sub-contracting not to be permitted.