

**BRIDGEND COUNTY BOROUGH COUNCIL / AWEN CULTURAL TRUST**  
**SUPPORT SERVICES AGREEMENT**  
**SUMMARY OF KEY PROVISIONS**

<b>Subject</b>	<b>Summary</b>
<b>Services to be provided by the Council</b>	<p>The Council has agreed to provide certain support services to the Trust for an Initial Service Period (1 October 2015 to 30 September 2016).</p> <p>The proposed services to be provided by the Council are:</p> <ul style="list-style-type: none"> <li>• ICT</li> <li>• Payroll</li> <li>• HR (6 months)</li> <li>• Health and Safety (subject to ongoing discussions)</li> <li>• Building Maintenance (subject to ongoing discussions)</li> </ul> <p>These are to be provided in accordance with the Services Specification set out in Schedule 1 to the Agreement and using appropriately skilled and experienced personnel who will perform the tasks in a professional manner.</p>
<b>Payment by the Trust and VAT</b>	<p>In consideration for the Services, the Trust will pay the agreed Service Charges to the Council for the duration of the Service Period (covering the Service Period and any extension of the same).</p> <p>These will be payable quarterly in advance.</p> <p>Interest will be payable on any sum which is not paid by the due date.</p> <p>The Service Charges will be adjusted annually by inflation.</p> <p>VAT will, also, be payable.</p>

<b>Subject</b>	<b>Summary</b>
<b>Extension or Termination by the Trust at the Expiry of the Initial Service Period</b>	<p>The initial service period is 12 months.</p> <p>The Trust may extend any or all of the Services at the expiry of the Initial Service Period into an Extended Service Period.</p> <p>The Trust is required to serve not less than 6 months' written notice to extend.</p>
<b>Early Termination by either party for default</b>	<p>The Services may be terminated in full or in part by any of the following events:</p> <ul style="list-style-type: none"> <li>• The Council giving notice to the Trust, where the Trust has ceased to carry on business or is unable to pay its debts</li> <li>• The Council giving notice to the Trust, where the Trust has failed to pay the Council under certain conditions</li> <li>• The Trust giving notice to the Council, if the Council commits a material or persistent breach of any term of this Agreement. The notice from the Trust must specify how and to what extent the Services or a Service have not been delivered, and must also comply with the specific conditions set out in Clause 5.</li> </ul> <p>The Council has an opportunity to rectify any Council breach within an agreed time period – if this is done the Agreement will continue in relation to the Service which was subject to a notice.</p> <p>If the Council breach is not rectified, the Trust may terminate that part of the Agreement without giving written notice.</p>
<b>Automatic Termination</b>	<p>This Agreement automatically terminates if the Partnership Agreement terminates.</p>
<b>Limitations of Claims and Liabilities</b>	<p>Each party will indemnify the other against demands, liability, damages, losses, costs, claims or proceedings arising out of the provision or receipt of the Services, save where any of these have been caused in whole or in part by the other party.</p>