

2019 season

PARTNERSHIP AGREEMENT

BETWEEN

ESSEX COUNTY COUNCIL

SUFFOLK COUNTY COUNCIL

TENDRING DISTRICT COUNCIL

BABERGH DISTRICT COUNCIL

EAST SUFFOLK COUNCIL

HARWICH HARBOUR FERRY SERVICES

FELIXSTOWE TOWN COUNCIL

HARWICH TOWN COUNCIL

For the provision of a ferry service between
Harwich, Shotley and Felixstowe

PARTNERSHIP AGREEMENT

Operational Terms and Conditions of Contract

1.0 Objective

To form an agreement between Essex County Council, Suffolk County Council, Tendring District Council, Babergh District Council, Suffolk Coastal District Council, Felixstowe Town Council, Harwich Town Council and Harwich Harbour Ferry Services, in order to provide a foot ferry service between Harwich in Essex and Shotley and Felixstowe in Suffolk.

2.0 Period of the Agreement

This agreement shall run between March and October 2019.

3.0 Summary of Scheme

Essex County Council, Suffolk County Council, Tendring District Council, Babergh District Council, Suffolk Coastal District Council, Felixstowe Town Council, Harwich Town Council and Harwich Harbour Ferry Services will work together to provide a foot ferry service during the summer season of 2019 defined in the timetable shown in 3.1 or as subsequently jointly agreed by the partners to the agreement.

3.1 Harwich – Shotley – Felixstowe Foot Ferry 2019 Service

The Service Operates from March to October every day in favourable weather in accordance with the Maritime and coast guard agency license. Specific start/end dates will be determined around school holidays, bank holidays, local events and any restrictions caused by weather.

Timetable information can be found on the website:

<https://www.harwichharbourferry.com/>

4.0 Commitment from Each Partner

The agreement will be in the form of a partnership arrangement with each partner contributing the following:

4.1 ESSEX COUNTY COUNCIL (ECC)

4.1.1 To pay £12,500 per annum contribution towards the refurbishment and running costs of the service for the lifetime of the agreement, or such sum as may otherwise be agreed.

4.1.2 To advise Harwich Harbour Ferry Services on the marketing of this partnership.

4.1.2 To monitor the performance of this service and discuss with the partners.

4.2 SUFFOLK COUNTY COUNCIL (SCC)

4.2.1 To pay £12,500 per annum contribution towards the refurbishment and running costs of operating the service for the lifetime of the agreement, or such sum as may otherwise be agreed.

4.3 TENDRING DISTRICT COUNCIL

4.3.1 To pay £1,500 per annum contribution towards the running costs of operating the service for the lifetime of the agreement, or such sum as may otherwise be agreed.

4.4 EAST SUFFOLK COUNCIL

4.4.1 To pay £1,500 per annum contribution towards the running costs of operating the service for the lifetime of the agreement, or such sum as may otherwise be agreed.

4.5 BABERGH DISTRICT COUNCIL

4.5.1 To pay £1,000 per annum contribution towards the running costs of operating the service for the lifetime of the agreement, or such sum as may otherwise be agreed.

4.6 FELIXSTOWE TOWN COUNCIL

4.6.1 To pay £1,000 per annum contribution towards the running costs of operating the service for the lifetime of the agreement, or such sum as may otherwise be agreed.

4.7 HARWICH TOWN COUNCIL

4.7.1 To pay £1,000 per annum contribution towards the running costs of operating the service for the lifetime of the agreement, or such sum as may otherwise be agreed.

4.8 HARWICH HARBOUR FERRY SERVICES

4.8.1 To operate the ferry to the timetable as outlined in 3.1 above.

4.8.2 To ensure that the ferry service links with the Harwich Town bus services, providing information to passengers for their onward journey in Essex and in Suffolk by providing information about the Suffolk Connecting Communities services for which services can be requested on-line at <https://communities.suffolkonboard.com/sccconnectorder/form>.

4.8.3 To use his best endeavours to work with Harwich Connexions in order to ensure that passengers are able to make the most of the services offered.

4.8.4 To collate information relating to tickets sold and journeys made (by passenger type) and pass this to the partners on an annual basis.

- 4.8.5 To inform the partners on an annual basis of details of any non-operations of journeys, including details of adverse weather conditions.
- 4.8.6 To respond to all/any written complaints/compliments within a 10 day response period, providing ECC with details of any/all complaints/compliments and responses thereto on a four weekly basis.
- 4.8.7 Any/all complaints/compliments that cannot be resolved by Harwich Harbour Ferry Services will be investigated by ECC on behalf of the partners, with the partners agreeing to accept ECC's decision in the matter.
- 4.8.8 To monitor the performance of this service and discuss with other partners.

5.0 Insurance

- 5.1 Harwich Harbour Ferry Services shall maintain appropriate Marine Insurance and in addition, Public Liability Insurance providing an indemnity limit of £10million (ten million pounds), for any one incident, unlimited in any one year of insurance. The Public Liability policy must be extended to cover Harwich Harbour Ferry Services against any liabilities assumed as a result of the existence of this partnership.
- 5.2 In addition Harwich Harbour Ferry Services shall fully indemnify and keep indemnified Essex and Suffolk County Councils, Felixstowe Town Council and Babergh, Tendring, Harwich Town Council and Suffolk Coastal District Councils from and against all actions, proceedings, claims, demands and expenses whatsoever, arising out of and during the course of the performance of the contract and for any accidental damage, loss or injury (including injury resulting in death) caused, arising out of or in connection with, the contract (except where such injury, damage or loss as occurs by reason of the neglect of the County or District Councils, their servants and/or agents).
- 5.3 Harwich Harbour Ferry Services shall upon request complete and return, within a reasonable time, such forms or other information as they may be requested to complete or supply by any partner to demonstrate that the appropriate insurance is held.

6.0 Health and Safety Requirements

- 6.1 Harwich Harbour Ferry Services shall ensure that in undertaking the partnership they comply with the requirements of all the relevant legislation regarding Health and Safety at Work, including but not restricted to: - The Health and Safety at Work Act 1974, The Consumer Protection Act 1987, The Provision and Use of Work Equipment Regulations 1998 and the Management of Health and Safety at Work Regulations 1999.

7.0 Marketing

- 7.1 Harwich Harbour Ferry Services will take the lead in the production of marketing material and website for this service, ensuring that the aims of the partnership are

fully outlined for the public and that connecting passenger transport modes are also marketed (including bus, rail, cycle and walking modes).

- 7.2 Essex County Council and Suffolk County Council will be responsible for publishing details of this service in their public transport publicity material relevant to the area. Essex County Council and Suffolk County Council will also provide details of the service to Traveline, the public transport information service.

8.0 Monitoring of Service

- 8.1 The success of this partnership will be measured by the increase in passengers using the service.

9.0 Financial Support

- 9.1 The financial support provided on part of this Partnership Agreement by the funding bodies must be used wholly and exclusively for the purposes specified in this agreement. Harwich Harbour Ferry Services shall retain any fares collected as a result of operating the service.

10.0 In the Event of a Dispute

- 10.1 In the event of any dispute arising from the terms of this agreement or the rights and liabilities hereunto which cannot be settled between the partners, the same shall be referred to a single arbitrator agreed by the parties.
- 10.2 Any such referral shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory re enactment or amendment thereof for the time being in force.

11.0 Determination of Agreement

- 11.1 Each partner shall meet the obligations placed upon it by this agreement. Failure to do so shall constitute a breach of the agreement. In the event of a failure by the partners to agree a remedy, each partner can serve notice on all of the others in relation to a breach, and require that it be remedied within an agreed number of days/weeks or else any partner will be entitled to serve notice that the partnership be ended within 30 days.

12.0 Signatures

I understand and accept the terms and conditions as specified in this agreement.

I witness this document has been signed and agreed at the date shown below.

i) Signed on behalf of Essex County Council

Date

In the presence of

Date

ii) Signed on behalf of Suffolk County Council

Date

In the presence of

Date

iii) Signed on behalf of Harwich Harbour Ferry Services

Date

In the presence of

Date

iv) Signed on behalf of Tendring District Council

Date

In the presence of

Date

v) Signed on behalf of East Suffolk Councils
Date

In the presence of
Date

vi) Signed on behalf of Babergh District Council
Date

In the presence of
Date

vii) Signed on behalf of Felixstowe Town Council.....
Date

In the presence of
Date

viii) Signed on behalf of Harwich Town Council.....
Date

In the presence of
Date