

DATED 2009

ARUN DISTRICT COUNCIL
and
ADUR DISTRICT COUNCIL
and
BRIGHTON & HOVE COUNTY COUNCIL
and
CHICHESTER DISTRICT COUNCIL
and
CRAWLEY BOROUGH COUNCIL
and
EASTBOURNE BOROUGH COUNCIL
and
EAST SUSSEX COUNTY COUNCIL
and
HASTINGS BOROUGH COUNCIL
and
HORSHAM DISTRICT COUNCIL
and
LEWES DISTRICT COUNCIL
and
MID SUSSEX DISTRICT COUNCIL
and
ROTHER DISTRICT COUNCIL
and
WEALDEN DISTRICT COUNCIL
and
WEST SUSSEX COUNTY COUNCIL
and
WORTHING BOROUGH COUNCIL

AGREEMENT FOR THE PURPOSES OF ESTABLISHING
A CONSORTIUM TO ENTER INTO A FRAMEWORK AGREEMENT
FOR THE PROCUREMENT OF LEGAL SERVICES

Head of Legal Services
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CONDITIONS OF CONTRACT

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THIS AGREEMENT is made the

2009

between

ARUN DISTRICT COUNCIL of Arun Civic Centre, Maltravers Road, Littlehampton
BN17 5LF

and

ADUR DISTRICT COUNCIL OF CIVIC CENTRE of Civic Centre, Ham Road,
Shoreham-by-Sea, BN43 6PR

and

BRIGHTON & HOVE CITY COUNCIL of Kings House, Grand Avenue, Hove BN3
2LS

and

CHICHESTER DISTRICT COUNCIL of East Pallant House, East Pallant, Chichester
PO29 1TY

and

CRAWLEY BOROUGH COUNCIL of Town Hall, The Boulevard, Crawley, RH10
1UZ

and

EASTBOURNE BOROUGH COUNCIL of Town Hall, Grove Road, Eastbourne BN21
4UG

and

EAST SUSSEX COUNTY COUNCIL of County Hall, St. Anne's Crescent, Lewes
BN7 1SF

and

HASTINGS BOROUGH COUNCIL of Town Hall, Queens Road, Hastings TN34 1QR
and

HORSHAM DISTRICT COUNCIL of Park House, North Street, Horsham RH12 1RL
and

LEWES DISTRICT COUNCIL of 32 High Street, Lewes BN7 2LX

and

MID-SUSSEX DISTRICT COUNCIL of Oaklands, Oaklands Road, Haywards Heath
RH16 1SS

and

ROTHER DISTRICT COUNCIL of Town Hall, Bexhill-on-Sea, East Sussex TN39
3JX

and

WEALDEN DISTRICT COUNCIL of Council Offices, Pine Grove, Crowborough TN6
1DH

and

WEST SUSSEX COUNTY COUNCIL of County Hall, West Street, Chichester PO19
1RQ

and

WORTHING BOROUGH COUNCIL of Town Hall, Chapel Road, Worthing BN11
1HA

(hereinafter independently called "**the Participating Authority**" and collectively
called "**the Participating Authorities**")

WHEREAS:

- (A) The Participating Authorities wish to enter into an agreement to establish a consortium for the purposes of jointly procuring legal services from various third parties.
- (B) The Participating Authorities wish to record their respective rights and obligations in this Agreement.

IN CONSIDERATION of each of the representations, covenants and undertakings given by the Participating Authorities to each other (which the Participating Authorities agree is adequate consideration to ensure enforceability of this Agreement between themselves), it is hereby agreed collectively between all the Participating Authorities as follows:

1. Definitions

In this Agreement the following expressions shall have the following meanings unless the context otherwise requires:

- “2000 Act”** means the Freedom of Information Act 2000 and any subordinate legislation made thereunder from time to time together with any guidance and codes of practice issued by the Information Commissioner in relation thereto;
- “Agreement”** means this consortium agreement concluded between each of the Participating Authorities and comprising these Conditions;
- “Commencement Date”** means 1st May 2009;
- “Confidential Information”** means information (as defined below), data and material of any nature which any of the Participating Authorities may receive or obtain in connection with this Agreement and:
 - (1) which comprises Personal Data or Sensitive Personal Data (as both terms are defined in the Data Protection Act 1998); or
 - (2) the disclosure of which would or would be likely to prejudice the commercial interests of any of the Participating Authorities or any other person and the public interest in maintaining non disclosure would outweigh the public interest in disclosure; or
 - (3) the disclosure of which by any of the Participating Authorities would constitute a breach of confidence actionable by another Participating Authority or a third party; or
 - (4) which constitutes a trade secret;

“Environmental Information Regulations”	means the Environmental Information Regulations 2004;
“Expert”	means the person appointed by the mutual agreement of the Participating Authorities, or in accordance with Condition 9 , the cost of whose appointment shall be equally borne by each of the Participating Authorities subject to the provisions of Condition 9 ;
“Force Majeure”	shall include an event referred to in Condition 12 of these Conditions;
“Framework Agreement”	means the contracts for the Services due to be entered into between the Participating Authorities and the Service Providers (to be executed on behalf of each of the Partnering Authorities by the Lead Partner);
“Information”	means information as defined in section 84 of the 2000 Act;
“Instruction Form”	means an instruction form issued by any of the Participating Authorities for the Services in accordance with the Framework Agreement;
“Lead Authority”	means the Participating Authority identified in Condition 5 or any successor of that Participating Authority that takes on the duties of the lead authority in accordance with the Framework Agreement;
“Nominated Officer”	means the person nominated by each Participating Authority as its duly authorised representative for the purpose of this Agreement in accordance with Condition 4 ;
“Participating Authorities”	means the consortium comprising the 15 (fifteen) Participating Authorities established by this Agreement (and any variation thereto);
“Request for Information”	shall have the meaning set out in section 8 of the 2000 Act or any apparent request for Information under the 2000 Act or the Environmental Information Regulations;
“Services”	means each of the services as defined in the Framework Agreement;
“Service Providers”	means each of the service providers which enter into the Framework Agreement with the Participating

“Term” Authorities;
means the period referred to in **Condition 2 (Term)**.

In this Agreement where the context so admits:

- (a) references to the singular shall include the plural and vice versa and references to any gender shall include all genders;
- (b) any reference to a Participating Authority’s consent or notice means a Participating Authority’s prior written consent or written notice;
- (c) the headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement;
- (d) references to Conditions are, unless otherwise provided, references to the Conditions of this Agreement.

2. TERM

2.1 The Term of this Agreement shall be from the Commencement Date and, subject to prior termination in accordance with the Conditions contained herein, shall continue until expiry of the Framework Agreement unless otherwise extended upon the unanimous written agreement of each of the Participating Authorities.

3. OBJECTIVES OF THE CONSORTIUM

3.1 The objectives of the Participating Authorities include entering into the Framework Agreement with each of the Service Providers and subsequently issuing Instruction Forms independently of each other to the Service Providers and carrying out all the necessary processes to enable them to administer the objectives and review the future requirements of the Participating Authorities.

3.2 In order to achieve their objectives, the Participating Authorities shall jointly:

3.2.1 agree a programme of procurement and (where applicable) agree upon:

- (i) any services required;
- (ii) the funding sources and/or allocation of funding;
- (iii) the potential tenderers;
- (iv) the tender documentation, including contract terms and conditions in an agreed form;
- (v) the tender submissions and consequent award of contracts on behalf of the Participating Authorities;
- (vi) the contract management and monitoring of the performance of the Service Providers and report performance results to the Participating Authorities;

3.2.2 develop strategies or projects to further the aims and objectives of the Participating Authorities.

4. NOMINATED OFFICERS

- 4.1 Every Participating Authority shall appoint a Nominated Officer for the purposes of attending periodic meetings, in accordance with **Condition 4.4** below, to discuss and promote the progress of the objectives of the Participating Authorities as set out in **Condition 3** above. Such Nominated Officers shall be deemed to be the representatives of the Participating Authorities and shall unless otherwise stated in writing by any of the Participating Authorities, have unequivocal authority to act on their behalf for the purposes of implementation of this Agreement.
- 4.2 Prior to the commencement of this Agreement, each Participating Authority shall notify the other Participating Authorities in writing of the person it has appointed to be its Nominated Officer and, throughout the period of this Agreement, or any variation of identity of its Nominated Officer.
- 4.3 Each of the Participating Authorities accept that the Nominated Officers shall have power on behalf of his/her Participating Authority to issue instructions and directions and agree upon any matter relating to the delivery of the Participating Authorities' objectives and the Framework Agreement and exercise the functions and powers of the Participating Authority under this Agreement.
- 4.4 The Nominated Officers shall hold regular meetings throughout the Term of this Agreement to monitor the progress of this Agreement and Framework Agreement. The Nominated Officers shall meet not less than once every six (6) months unless otherwise agreed by the Participating Authorities. The meetings shall be held at a location(s) to be agreed by the Nominated Officers.
- 4.5 All decisions made by the Nominated Officers from the Participating Authorities must be unanimously agreed.

5. SIGNING AUTHORITY

- 5.1 Each of the Participating Authorities irrevocably agree that Arun District Council shall be the Lead Authority and shall have authority to execute the Framework Agreement on half of each of the Participating Authorities and any subsequent variations or amendments to the Framework Agreement.
- 5.2 The Lead Authority shall only exercise such signing authority in accordance with **Condition 5.1** above, with the prior consent of the Participating Authorities. Such consent must be unanimous by the Participating Authorities.
- 5.3 Subject to the provisions of **Condition 5.4** and especially **Condition 7** below, where the Framework Agreement has been entered into by the Lead Authority, all the Participating Authorities shall be jointly bound by the terms of the Framework Agreement and accept liability for any costs, losses, expenses, damages and liabilities arising as a consequence of entering into the Framework Agreement.

- 5.4 In the event that any one or more of the Participating Authorities is or are independently liable or responsible as a consequence of default, negligence or fraud by itself or themselves for any breach of the Framework Agreement or this Agreement, each and every Participating Authority in breach respectively accepts liability for any costs, losses, expenses, damages and liabilities arising as a direct consequence thereof and agrees to reimburse each of the Participating Authorities not in breach against all of the said losses, expenses, damages and liabilities accordingly to the extent they have been incurred by any Participating Authority not in breach of the Framework Agreement.
- 5.5 Each of the Participating Authorities irrevocably accepts that the issue by itself of the Instruction Form for the Services shall be exclusive to itself and will result in exclusive commitment by that Participating Authority, without obligation or liability being incurred by any other Participating Authority, including but not limited to the Lead Authority.

6. MONITORING

- 6.1 In accordance with **Condition** 3.2.2 above, the Lead Authority shall be responsible for monitoring the performance of the Framework Agreement that it has entered into on behalf of the Participating Authorities. The Nominated Officers, on behalf of their respective Participating Authorities, shall be the main points of contact for the Lead Authority for the purposes of monitoring of the Framework Agreement and any Instruction Forms issued thereunder.
- 6.2 The Participating Authorities shall meet with each other regularly to report to the Participating Authorities on the progress of any contracts that are awarded as a consequence of this Agreement. The Participating Authorities agree to use their best endeavours to share information with each other of all the Service Providers' performance levels and to participate in service quality reviews.
- 6.3 The Lead Authority shall use reasonable endeavours to make certain proper processes are in place in order:
- 6.3.1 to ensure that the performance of Services by the Service Providers and the quality of the Services provided are as specified in the Framework Agreement;
- 6.3.2 to confirm that the outputs expected from the Framework Agreement are being achieved and, in particular, that value for money is being obtained;
- 6.3.3 to identify requirements for changes to the Framework Agreement in response to the changing demands of the project and to plan and manage the introduction of those changes;
- 6.3.4 to anticipate problems and resolve issues arising from the operation of the Framework Agreement;

6.3.5 To provide auditable justification for releasing payments due under the Framework Agreement.

6.4 The Lead authority shall ensure that regular progress reports are made to the Participating Authorities on the performance and effectiveness of the Framework Agreement.

7. LIABILITY

7.1 Following the entering into of the Framework Agreement by the Lead Authority on behalf of each of the Participating Authorities and the issue of an Instruction Form by any of the Participating Authorities, the Participating Authority which issued the Instruction Form shall be responsible for and hereby accepts sole and exclusive liability for all costs, damages, claims, demands, expenses and/or liabilities, whether direct or indirect, incurred as a consequence of issue of the Instruction Form and agrees to indemnify the Lead Authority (and (where applicable) any other Participating Authorities) against any liability that may arise as a consequence thereof.

8. TERMINATION

8.1 The Participating Authorities shall be entitled upon the happening of any of the following events to terminate this Agreement ("Termination") with the Participating Authority that is in breach, without prejudice to any accrued rights or remedies under this Agreement, forthwith by written notice having immediate effect:

8.1.1 That Participating Authority commits a breach of any terms of this Agreement which breach is capable of being remedied and the Participating Authority has failed to remedy the said breach within fourteen (14) days after issue of a written request from the Lead Authority that the relevant Participating Authority in breach should do so;

8.1.2 Any material breach by any of the Participating Authorities of any of its obligations under this Agreement.

8.2 Any of the Participating Authorities may individually terminate their involvement in this Agreement upon serving 6 months' written notice to each of the other Participating Authorities at any time during the Term and this Agreement shall continue with the remaining Participating Authorities unless It is unanimously agreed in writing by the remaining Participating Authorities that this Agreement should be terminated in its entirety. The Participating Authorities terminating this Agreement shall remain liable for all costs, damages, expenses and/or liabilities incurred by themselves prior to termination, whether pursuant to this Agreement and/or the Framework Agreement.

9. DISPUTE RESOLUTION AND EXPERT DETERMINATION

9.1 Any dispute or differences between the Participating Authorities arising out of or in connection with this Agreement shall in the first instance be referred to

the Nominated Officers of the Participating Authorities who will discuss and attempt to resolve the matter. If any dispute is incapable of resolution between the Participating Authorities, the dispute shall in the first instance be referred to the Chief Executives of each of the Participating Authorities for resolution.

- 9.2 In the event of failure to resolve the dispute in accordance with **Condition 9.1** above, the dispute shall be referred to an Expert to be agreed upon by the majority of the Chief Executives of the Participating Authorities; in the event of absence of agreement within 5 working days of such referral, the Participating Authorities agree the President of the Law Society shall be the nominee of the Expert. The Participating Authorities shall on request promptly supply to the Expert all such assistance, documents and information as he may require for the purpose of his determination and the Participating Authorities shall use all reasonable endeavours to procure the prompt determination of the reference.
- 9.3 The Expert shall be deemed to act as an expert and not as an arbitrator.
- 9.4 The costs of the Expert appointed under this **Condition 9** shall be equally apportioned between the Participating Authorities or as may otherwise be directed by the Expert.
- 9.5 If the Participating Authorities are unable to agree the identity of the individual to act as the Expert then the Expert shall either be chosen from the Registry of Independent Experts maintained by the Law Society or be nominated by an Institute agreed upon between the Participating Authorities with the intent that by agreement or nomination the Expert be appointed and the dispute referred to the Expert within seven (7) days.
- 9.6 Nothing in this Agreement shall prevent any Participating Authorities at any time from seeking any interim or interlocutory relief from the Court.
- 9.7 Any Participating Authorities may, within ninety (90) days after receipt of the determination of the Expert, refer any matter comprised in the dispute to the Court for determination and the Court shall have jurisdiction to determine the rights of the Participating Authorities in respect of such matters.

10. CONFIDENTIALITY AND PUBLICITY

Confidentiality

- 10.1 Subject to **Conditions 10.3, 10.6 and 10.8**, each Participating Authority undertakes to the other Participating Authorities as follows:
 - 10.1.1 to treat all Confidential Information belonging to any one or more of the other Participating Authorities as confidential and safeguard it accordingly both during the Term of this Agreement and following expiry or termination of this Agreement;
 - 10.1.2 not to disclose any Confidential Information belonging to another Participating Authority without the prior written consent of that Participating Authority, except to such persons and to such extent as may be strictly necessary for

the performance of this Agreement or except where such disclosure is otherwise expressly permitted by the provisions of this Agreement; and

10.1.3 Not use any Confidential Information received from another Participating Authority otherwise than for the purposes of or in connection with this Agreement.

10.2 The Participating Authorities shall use their best endeavours to procure that their employees, agents and sub-contractors keep confidential and do not make any disclosure of Confidential Information to any third party in breach of **Condition** 10.1 above and only use such Confidential Information in connection with the performance of this Agreement.

10.3 **Condition** 10.1 shall not apply to any disclosure of Confidential Information:

10.3.1 where a Participating Authority can demonstrate the Confidential Information has become or will become generally available to the public and in the public domain otherwise than through the act or default of (or on behalf of) the relevant Participating Authority;

10.3.2 which was in the possession of the receiving Participating Authority without restriction as to its disposal, before receiving it from the disclosing Participating Authority;

10.3.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

10.3.4 which is required by law, any judicial or administrative process, the rules of any stock exchange or governmental or regulatory authority having the force of law;

10.3.5 to enable a determination to be made under the Dispute Resolution Procedure referred to under **Condition** 9;

10.3.6 by a Participating Authority to any department, office or agency of the Government;

10.3.7 which is for the purpose of:

10.3.7.1 the examination and certification of a Participating Authority's accounts; or

10.3.7.2 any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which a Participating Authority has utilised its resources;

10.3.8 which is independently developed without access to the Confidential Information;

10.3.9 by a Participating Authority to any third party insofar as this may be necessary to the performance or provision by that party of any services or works whatsoever for or to that Participating Authority;

- 10.4 The Participating Authorities shall not make use of this Agreement or other information issued or provided in connection with this Agreement otherwise than for the purpose of this Agreement, except with the prior written consent of all the other Participating Authorities;
- 10.5 The Participating Authorities shall facilitate a Participating Authority's compliance with the Code of Practice on Access to Government Information (second edition) or the Environmental Information Regulations and in the event that a Participating Authority is required to provide information to a person as a result of a request made to it under such Code or Regulations, the Participating Authorities shall provide such information relating to this Agreement to enable a Participating Authority to adhere to the requirements of the Code of Regulations.
- 10.6 Nothing in this **Condition** 10 shall prevent a Participating Authority from using any ideas, know-how or techniques gained during the performance of this Agreement in the course of its normal business, to the extent that this does not result in the disclosure of Confidential Information or an infringement of Intellectual Property Rights.
- 10.7 The Participating Authorities acknowledge that nothing in this **Condition** 10 shall fetter or affect any of the Participating Authorities' obligations under the Data Protection Act 1998, the 2000 Act or the Environmental Information Regulations.

Publicity

- 10.8 Subject to **Condition** 10.10, the Participating Authorities shall not and shall procure that any member of their personnel or sub-contractors shall not make any public statement or issue any press releases or any other form of publicity document relating to, connected with or arising out of this Agreement or the matters contained in this Agreement without obtaining the other Participating Authorities' prior written approval as to its contents and manner and timing of its presentation and publication.
- 10.9 The Participating Authorities shall not and shall procure that any member of their personnel, shall not communicate with, or provide information to any representatives of the press, television, radio or other media on any matter concerning or arising out of this Agreement without the prior written approval of the other Participating Authorities.
- 10.10 Any Participating Authority may make a public statement or announcement concerning the completion of this Agreement is required by law or any regulatory or Government body to which a Participating Authority is subject or submits, wherever situated, whether or not the requirement has the force of law **PROVIDED THAT** any such statement does not contravene the duty of confidentiality contained in **Condition** 10.1

11. WAIVER

11.1 Failure by a Participating Authority or Participating Authorities at any time for any period to enforce any one or more of the provisions of this Agreement or to require performance by another Participating Authorities of any of the provision of this Agreement shall not:

11.1.1 constitute or be construed as a waiver of any such provision or the right at any time subsequently to enforce all terms and conditions of this Agreement; or

11.1.2 affect the validity of this Agreement or any part thereof or the right of the Participating Authorities to enforce any provision in accordance with its terms.

12. FORCE MAJEURE

12.1 If a Force Majeure event arises on or following the date of this Agreement (irrespective of the fact that this Agreement may then be conditional) which directly causes any Participating Authority to be materially unable to comply with any of its obligations hereunder, the Participating Authorities may agree such terms as are appropriate for the continued performance of this Agreement. If no such terms are agreed within one (1) month of the commencement of the said event, and such event is continuing or its consequence remains such that a Participating Authority is materially unable to comply with its obligations, the Participating Authorities hereby agree that this Agreement shall thereupon terminate, subject to the provisions of **Condition 8** (Termination). Failure by any Participating Authorities to comply with its contractual obligations by reason of a Force Majeure event shall not constitute a breach of contract.

12.2 The events which are to be classified as Force Majeure events shall include each of the following:

- (a) war, civil war, conflict or terrorist attack arising within and affecting the United Kingdom;
- (b) nuclear, chemical or biological contamination of the Service Provider's property arising from any of the events at (a) above;
- (c) riot, flood or earthquake;
- (d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; or
- (e) any circumstances beyond the reasonable control of any of the Participating Authorities (to the extent the Participating Authorities are not in default).

13. FREEDOM OF INFORMATION

13.1 The Participating Authorities acknowledge that each Participating Authority is subject to the requirements of the Environmental Information Regulations and the 2000 Act and agree to use all reasonable endeavours to assist the other

Participating Authorities to comply with such obligations imposed under those provisions.

- 13.2 The Participating Authorities shall process Information produced in the performance of this Agreement or relating to this Agreement in accordance with a records management system that complies with the Lord Chancellor's code of practice for the keeping and management of records under section 46 of the 2000 Act.
- 13.3 The Participating Authorities shall provide all necessary assistance as reasonably requested by a Participating Authority to enable that Participating Authority to respond to a Request for Information within the time for compliance prescribed by section 10 of the 2000 Act and provide the Participating Authority with a copy of all Information in their possession or power in the form and within the timescale that the Participating Authority reasonably requires;
- 13.4 The Participating Authorities acknowledge that a Participating Authority may be obliged under the 2000 Act or the Environmental Information Regulations to disclose Information:
- 13.4.1 without consulting the other Participating Authorities; or
- 13.4.2 following consultation with the other Participating Authorities and having taken their views into account.

14. NOTICES

Notices under this Agreement shall be given by sending them by pre-aid registered post, fax (with a confirmatory copy by post) or personal delivery to the Nominated Officer of each Participating Authorities at their respective addresses set out in the description of the Participating Authorities or to such other address notified in writing to the sender. Notices sent by registered post shall be deemed to have been received forty-eight (48) hours after sending (as evidenced by the sender's receipt), notices sent by fax shall be deemed to have been received on the first working day after sending (as shown by the timed printout on or with the sender's copy) and notices sent by personal delivery shall be deemed to have been received at the time delivery is acknowledged.

15. VARIATIONS

No variation to this Agreement shall be binding unless it is agreed unanimously in writing by all of the Participating Authorities.

16. LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the Laws of England and the Participating Authorities submit to the exclusive jurisdiction of the English courts.

17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Unless expressly stated nothing in this Agreement or any agreement referred to herein will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the Participating Authorities to this Agreement.

IN WITNESS whereof this Agreement has been executed by each of the Participating Authorities in accordance with their respective constitutions on the day and year above written

For and on behalf of
ARUN DISTRICT COUNCIL

For and on behalf of
ADUR DISTRICT COUNCIL

For and on behalf of
BRIGHTON & HOVE CITY COUNCIL

For and on behalf of
CHICHESTER DISTRICT COUNCIL

For and on behalf of
CRAWLEY BOROUGH COUNCIL

For and on behalf of
EASTBOURNE BOROUGH COUNCIL

For and on behalf of
EAST SUSSEX COUNTY COUNCIL

For and on behalf of
HASTINGS BOROUGH COUNCIL

For and on behalf of
HORSHAM DISTRICT COUNCIL

For and on behalf of
LEWES DISTRICT COUNCIL

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MID-SUSSEX DISTRICT COUNCIL

For and on behalf of
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For and on behalf of
WEALDEN DISTRICT COUNCIL

For and on behalf of
WEST SUSSEX COUNTY COUNCIL

For and on behalf of
WORTHING BOROUGH COUNCIL