

# Partnership Agreement Between the London Borough of Camden Council/ Sole Trustee for the Waterlow Park Trust and the Waterlow Park Trust Advisory Group Acting Together for the Benefit of Waterlow Park

## **1. Introduction:**

- 1.1 In 1995 the Waterlow Park Trust (Charity Registration Number 1048153) was set up and registered with the Charity Commission. When the Trust was registered there were no further incorporating documents submitted: the Trust was set up pursuant to the 1889 indenture with no need for further documentation. From the original indenture Sir Sydney Hedley Waterlow presented Waterlow Park as a free gift to the London County Council for the purpose of a Public Park for the People in perpetuity. This was transferred to Camden Council on the demise of the GLC. As there are no records of any incorporating documents held at the Council, the Charity Commission have advised the Council that in their view the terms of the charitable trust have to be “implied” by reference back to the original Indenture.
- 1.2 The Council (as the sole trustee) has the responsibility to both govern and provide services to manage the park. In order to improve both governance and management as well as fulfil its purpose of providing a public park for people, the Trust has engaged with the communities local to Waterlow Park and asked for volunteers to constitute as a group called the Waterlow Park Trust Advisory Group which would act in a strategic and advisory role to the Trustee.
- 1.3 The aims of the Waterlow Park Trust Advisory Group will be to influence and help shape:
  - The strategic direction of Waterlow Park
  - Policies and procedures for the Park
  - The operational running of the Park
- 1.4 Whilst the Waterlow Park Trust supports the Waterlow Park Trust Advisory Group in these aims, the Trust needs to fulfil its legal duties as trustee taking into consideration that it cannot legally delegate responsibility to the Waterlow Park Trust Advisory Group. Therefore the present partnership agreement determines that the Council/ Trust will engage with the Waterlow Park Trust Advisory Group on matters relating to these three broad areas, and any representations made by the Waterlow Park Trust Advisory Group given their representative nature will always be a consideration which the Trust will take into account in fulfilling its role (although both parties acknowledge that the Council must give effect to its legal responsibilities as sole trustee of the Trust and nothing contained in this partnership agreement should be taken as overriding or compromising those legal responsibilities).

## **2.0 Parties involved in this agreement:**

### **2.1 This agreement is between:**

- The Waterlow Park Trust Advisory Group (TAG)
- The London Borough of Camden Council (LBC); and
- The London Borough of Camden Council in its capacity as the sole trustee for the Waterlow Park Trust (Waterlow Park Trust)

2.2 This agreement sets out clear parameters for joint working between all parties. In particular it seeks to:

- (a) Maximise the benefit that Waterlow Park brings to all that use it.
- (b) Achieve efficient joint working arrangements and clear reporting lines;
- (c) Minimise the scope for dispute; and where any such disputes arise, set out a clear mechanism to resolve them.

2.3 Responsibility and over all accountability for the partnership agreement is with the lead officers from both organisations. In this instance the chairperson of the Waterlow Park Trust Advisory Group and the Director for LBC Director of Community Services, Supporting Communities.

2.4 This agreement is endorsed by the Cabinet Member for Sustainability and Environment.

### **3.0 Partnership arrangement:**

3.1 Sections A, B and C below outline how LBC will work together with TAG to further TAG's aims (as set out in paragraph 1.3 above).

A) The strategic direction of Waterlow Park:

- LBC and TAG will work together to create an action plan for Waterlow Park. The plan will comply with the trust indenture and enable both parties to define their roles, as well as agree and prioritise actions that will be taken for the future benefit of the Park.
- Twice a year LBC and TAG will meet with the trustee for the Waterlow Park Trust to monitor progress towards the plan.
- Whilst resources are available to do so the Sustainability and Green Space Section will allocate one nominated officer whose duty will be to fulfil an active liaison role to liaise with the Chair or other nominated person from the TAG on matters relating to sections A, B, and C.
- Whilst preparing the annual Waterlow Park and Lauderdale House Trust account for the Charity Commission LBC will engage with and provide the TAG with the opportunity to input to the document.
- LBC officers from departments that provide services to the park will be informed of TAG's role, in an effort to ensure collaboration.

B) How policy and procedure is set for the park

- LBC will consult with TAG on any new policies and procedures for Waterlow Park.
- TAG may ask LBC to review existing policy and procedure for the Park, suggest variance of Camden policy and additional policy. LBC is not required to make a change to existing policy or procedure requested by TAG or accept variance or new policy, but it is required to engage with TAG and implement changes if they are of benefit for the Park or its users

C) The operational running of the park:

i) Consultation with TAG:

- Where LBC is proposing to significantly change existing operations or introduce new operations, it will consult with TAG before doing so. Recommendations from TAG will be given due weight. When not implemented notice will be given to TAG with reasons (such reasons to be based on the Council's duties as sole trustee) be they logistical, financial or other.
- Timescales for consultation will not be defined in this agreement but LBC must endeavour to give TAG enough time for it to meet with its committee, consult with its members and provide feedback.

ii) Monitoring and improving operations:

- A representative from LBC will meet with TAG on a quarterly basis to discuss the operational running of the park. LBC and TAG will work together to look for opportunities to reduce costs and improve services through scrutinising how finances are allocated and spent in the park.

iii) Communication:

- LBC will communicate in a timely fashion with a representative of TAG to update them on incidents within the park, for example anti-social behaviour.
- Prior to events taking place in the park the events service will engage with TAG as the representative for local communities that have an interest in the park.

3.2 In order for the Waterlow Park Trust to recognise the TAG and allow it to influence and help shape the three broad areas identified in paragraph 1.3, TAG agrees to:

A) Have in place a committee that:

- Has a constitution agreed by all parties in this agreement.
- Abides by its constitution at all times.
- Seeks to maximise the public benefit of Waterlow Park
- Actively works with LBC to review finance through looking for opportunities to reduce expenditure; increase income; and improve what Waterlow Park has to offer to park users.
- Develops and oversees fundraising and other activities to benefit the Park
- Seeks to increase awareness and enjoyment of the Park to a wide audience, directly and through partnerships as appropriate.
- Initiates, oversees or mandates working parties in partnership with principal stakeholders such as the Friends of Waterlow Park and the Lauderdale House Society where appropriate.
- Receives recommendations and representations from working parties, stakeholders and the community on park governance and management issues. Debates these issues and responds by making recommendations

to LBC/WPT.

- Meets quarterly with LBC to discuss parks operations and progress towards delivery of the action plan in 3.1A.
- Meets twice a year with the trustee to update on how it is fulfilling its role.

B) Represent the local communities to Waterlow Park by:

- At all times actively engaging with those communities within a mile radius of the park and any other users that have an interest in the Park.
- Representing the views of the local communities to Waterlow Park.
- Having a committee that is representative of the local communities to Waterlow Park.
- Providing the primary interface to park stakeholders and the public on park governance matters via a website and direct engagement

#### 4 Resolving Disputes

4.1 Should there be a dispute between LBC and TAG or vice versa then both parties will meet to try to resolve the issue. If this is unsuccessful then the Waterlow Park Trust will be asked to intervene, mediate between both parties, and make a decision on the matter. The Trust's decision is final.

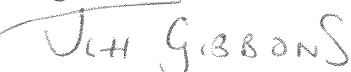
#### 5 Mutual Undertakings

5.1 As defined in section 2, all of the parties identified in this agreement hereby undertake to perform their obligations set forth in this document in good faith and it is the current intention of both of the parties that this agreement will stay in place for the foreseeable future although for the avoidance of doubt either party may terminate it on the giving of three months' notice. As well as this both parties agree to:

- Bear their own costs associated with the management or delivery of the agreement.
- Not act in any manner that would jeopardise the partnership or to knowingly engage in any act that would expose the other parties to risk.

This partnership agreement is agreed and signed on behalf of:

**London Borough of Camden/ Sole trustee for the Waterlow Park Trust**

Signature: 

Position / Date:  
DIRECTOR COMMUNITY SERVICES  
10/4/2017

**Waterlow Park Trust Advisory Group**

Signature: 

Position / Date:  
Interim Chair 28/3/2017

**London Borough of Camden**

Signature: 

Position / Date: 04/04/17  
HEAD OF SUSTAINABILITY &  
GREEN SPACE