

Draft

**DATED**

**2018**

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**LONDON BOROUGH OF TOWER HAMLETS (1)**

**and**

**THE CITY OF LONDON CORPORATION (2)**

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**AGREEMENT**

**pursuant to Section 101(1)(b) and (3) of the  
Local Government Act 1972 in respect of  
the exercise of functions under the London  
Local Authorities Act 1990 as amended.**

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THIS AGREEMENT is made as a Deed this                      day of                      2018

**BETWEEN:**

- (1) THE MAYOR ALDERMEN AND BURGESSES OF THE LONDON BOROUGH OF TOWER HAMLETS of The Town Hall, Mulberry Place, 5 Clove Crescent London E14 2BG (“ Tower Hamlets”); and
- (2) THE MAYOR AND COMMONALTY AND CITIZENS OF THE CITY OF LONDON of Guildhall, PO Box 270, London, EC2P 2EJ (“the City”)

**BACKGROUND:**

- (1) In the interests of more effective enforcement against illegal street trading on and around Tower Bridge the Parties have agreed, pursuant to Section 101(1)(b) and (3) of the Local Government Act 1972, that Southwark’s functions set out in the First Schedule to this Agreement may be exercised by the City and its Authorised Officers in those areas situated within the London Borough of Tower Hamlets described in the Second Schedule and outlined by a blue dashed line on the attached Plans.
- (2) THE PARTIES AGREE THAT:

**1 Definitions**

- 1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

**“Authorised Officers”** means any persons by whom, in pursuance of the arrangements made under this Agreement, the enforcement functions set out in the First Schedule are authorised in writing by the City to be discharged;

**“Parties”** means the parties to this Agreement, and **“Party”** means either one of them;

**“Plans”** means the plans attached to this Agreement.

**2 Exercise of Functions**

- 2.1 In accordance with Section 101(1)(b) and (3) of the Local Government Act 1972 Southwark agrees with the City that Tower Hamlets statutory functions set out in the First Schedule may be exercised by the City (which may arrange for the discharge of those functions by a committee, sub-committee or officer of theirs) and its Authorised Officers in the areas situated within the London Borough of Tower Hamlets described in the Second Schedule and outlined in red on the Plans at its own expense;
- 2.2 References to statutory functions shall be deemed to include any re-enactments of and amendments thereto.

### **3 Variation**

- 3.1 No variation to the terms of this Agreement shall have effect unless in writing and signed by both Parties hereto.

### **4 Contracts (Rights of Third Parties)**

- 4.1 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

### **5 .Statutory Powers and Duties**

5.1 The City shall ensure it complies with all relevant statutory requirements in the discharge of its functions pursuant to this Agreement.

5.2 Nothing in this Agreement shall fetter the discretion of the Parties in the exercise of their statutory powers and duties.

5.3 Nothing in this Agreement shall fetter the discretion of the Parties in respect of their obligations under the Data Protection Act 1998, the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

### **6 Notices**

6.1 Any notice or other written communication to be served or given under this Agreement to Tower Hamlets shall be in writing, marked for the attention of Markets Services and sent to Tower Hamlets Council, Mulberry Place, 5 Clove Crescent London E14 2BG or such other address as Tower Hamlets may from time to time notify to the City.

6.2 Any notice or other written communication to be served or given under this Agreement to the City shall be in writing, marked for the attention of The Director of Markets and Consumer Protection and sent to the City of London, PO Box 270, Guildhall, London EC2P 2EJ or such other address as the City may from time to time notify to Tower Hamlets.

6.3 Any notice shall be deemed to have been validly served or given if it sent by pre-paid recorded delivery post and at the time when in the ordinary course of business it would have been received.

## **7 Costs**

Each Party shall bear its own costs in connection with the completion of this Agreement.

## **8 Termination**

This Agreement may be terminated by either Party, subject to giving three months' prior notice to the other Party.

## **9. Jurisdiction**

**This Agreement is governed by and interpreted in accordance with the laws of England and Wales.**

IN WITNESS thereof this Agreement has been executed as a Deed on behalf of each Party the day and year first above written.

THE COMMON SEAL of

**THE MAYOR AND BURGESSES**

**OF THE LONDON BOROUGH OF TOWER HAMLETS**

was hereunto affixed in the presence of:

**THE COMMON SEAL of THE MAYOR AND COMMONALTY**

**AND CITIZENS OF THE CITY OF LONDON**

Was hereunto affixed in the presence of:

## The First Schedule

### Statutory functions delegated to the City

Sections 34, 38, 38A, 38B and 38C of the London Local Authorities Act 1990 as amended.

## **The Second Schedule**

### Extent of areas within the London Borough of Tower Hamlets in which the delegated statutory functions may be exercised by the City

#### In respect of Tower Bridge:-

From the Tower Hamlets/Southwark boundary on Tower Bridge to the junction with East Smithfield including both north-east and north-west staircases and the Thames Path between the said staircases.

St. Katherines Way from its junction with East Smithfield and Tower Bridge Approach to Thames Path/St Katherines Dock

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