



RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL

MUNICIPAL YEAR 2020/2021

HEALTH AND WELLBEING SCRUTINY COMMITTEE

12th JANUARY 2021

Agenda Item 4

A review of the Service Level Agreement with Hope Rescue.

REPORT OF THE DIRECTOR PUBLIC HEALTH, PROTECTION & COMMUNITY SERVICES

Author: Neil Pilliner, Environmental Protection & Housing Standards Manager

1.0 PURPOSE OF REPORT

- 1.1 The purpose of this report is to review the Service Level Agreement with Hope Rescue, in providing the stray dog kennelling facility for the Council.

2.0 RECOMMENDATIONS

It is recommended that Members:

- 2.1 Scrutinise the achievements of the Service Level Agreement with Hope Rescue and the content of the report.
- 2.2 Endorse the proposal to renew the Service Level Agreement with an amended agreement for the costs of providing out of hours response for stray dogs.

3.0 BACKGROUND

- 3.1 At a Cabinet meeting on the 19th July 2016, the decision was made to outsource the kennelling facility and retain the statutory service for animal control. The Service Director of Public Health and Protection opened a dialogue with third sector organisations with respect to outsourcing the kennelling facility at a location within the County Borough. As a result on the 24th November 2016, Cabinet gave approval for the transfer of the stray dog kennelling service to Hope Rescue.

- 3.2 Hope Rescue purchased a licensed boarding kennels, Cynllan Kennels, in Llanharan for the purpose of detaining and re-homing stray dogs. A Service Level Agreement was set up with Hope Rescue in June 2017 to provide the kennelling facility for RCTCBC. Through the new partnership with Hope Rescue, there were also improved arrangements to receive stray dogs through a 24 hours/ 365 day service at the kennels. In addition, the kennels are located in a woodland area with improved facilities to exercise dogs and undertake behavioural assessments linked to the Council and Hope Rescue's goal of re-homing stray dogs.
- 3.3 On the 6th November 2018 a report was scrutinised by the Health and Wellbeing Scrutiny Committee which evaluated the impact of transferring the Council's kennelling facility to Hope Rescue <https://www.rctcbc.gov.uk/EN/Council/CouncillorsCommitteesandMeetings/Meetings/HealthandWellbeingScrutinyCommittee/2018/11/06/Reports/AgendaItem3AnEvaluationofImpactofTransferringtheKennellingFacilitytoHopeRescue.pdf> The 12 month review of the kennelling facility operated by Hope Rescue demonstrated successful outcomes and an improvement in service delivery for the Council, particularly in respect of the 24/7 out of hours service and increased amount of dogs being reclaimed. The evaluation concluded that the continued outsourcing of kennelling provision via Hope Rescue, while maintaining an Animal Warden Service, provided a cost effective solution for the future.

4.0 OVERVIEW OF THE SERVICE LEVEL AGREEMENT

- 4.1 Local Authorities duties are to seize and detain stray dogs, return seized dogs to their owners, keep a register of stray dogs and retain the dogs for a period of 7 days. Following the 7 day period the detained dog ceases to be the responsibility of the Council. Rhondda Cynon Taf CBC employs Animal Control Wardens to deal with complaints concerning stray dogs and in line with a Service Level Agreement (SLA), since June 2017 Hope Rescue have provided the kennelling facility to enable the Council to fulfil its statutory duty with regard to detaining stray dogs. A copy of the current SLA is included in Appendix 1.
- 4.2 The SLA was subject to a 3 year review in 2020 and is due for renewal, which has been delayed due to the impact of Covid 19. Following a review of working practices, Hope Rescue have proposed a change to the existing 24/7 Out of Hours service due to additional costs identified to provide the required cover at the kennels. A number of options were considered taking account of the times the out of hours service has been used in the past and the amount of resources required to cover the costs involved. A proposed solution is to reduce the out of hours provision to 17:00 – 22:00, 7 days a week and pay an additional amount to cover the required cost. The proposed changes in times are in line with the majority of other Local Authorities in Wales and the additional amount required would be available in the current allocated budget for the stray dog service.

5.0 **ACHIEVEMENTS OF THE SERVICE LEVEL AGREEMENT**

5.1 The table below illustrates the changes in the demand to kennel stray dogs since the Service Level Agreement was set up in June 2017.

Table illustrating service demand for stray dogs following the introduction of the SLA with Hope Rescue in June 2017

	2016/17 Kennelled at Dinas	2017/18 Start of SLA with Hope Rescue	2018/19	2019/20
Stray dogs collected by AW	366	287	246	239
Received out of hours	31	137	134	68
Returned direct to owner	111	104	75	60
Detained at kennels	286	320	305	247
Reclaimed from kennels	77	184	171	130
Euthanised	6	7	4	1
Passed to Hope Rescue >7 days	196	134	134	117

5.2 The table shows there has been a reduction in the number of stray dogs kennelled by Hope Rescue in 2019/20 which has been influenced by the impact of Covid 19. During the lockdown period the kennels were not accepting dogs directly from the public and the movement restrictions reduced the number of reported stray dogs in 2019/20.

5.3 The figures illustrate that since June 2017 the amount stray dogs collected by the Animal Warden service have continued to fall, which could be attributed to the significant increase in dogs received out of hours by Hope Rescue from members of the public. The out of hours service offered by Hope Rescue provides more flexibility, with the public able to contact the Council's Contact Centre outside normal hours to report a stray dog and then being able to take advantage of the 24/7 facility to accept a stray dog at the kennels.

5.4 Since the SLA was introduced the numbers demonstrate there has been a significant increase in the number of dogs being reunited with their owners. In addition those dogs that are reclaimed are going home in half the time (2 days

compared to 4 at Council Kennels). This could be attributed to the increased use of social media and the volunteer work by Hope Rescue to reunite dogs with their owners.

- 5.5 The higher reclaim rate has resulted in a reduction in the number of dogs needing to be kept by Hope Rescue and re-homed after the 7 day statutory period. This demonstrates the proactive work by Hope Rescue to reunite the stray dog with its owner is having a positive effect in preventing any negative impact on the dog through being re-homed and reducing associated kennelling costs.
- 5.6 The figures also illustrate a low number of dogs needing to be euthanised at the kennelling facility at Llanharan. On entering the kennels each dog is assessed and any decision with regard to possible euthanisa is considered taking account of any health or behavioural implications with veterinary advice obtained as necessary.
- 5.7 The closure of Dinas Animal Shelter and subsequent SLA with Hope Rescue has benefited the service provision of dealing with stray dogs, as the Wardens now have greater capacity to focus on resolving stray and dog control issues in the community rather than deal with the welfare of dogs in the Shelter. The Animal Wardens have continued to collect dogs when required and are able to undertake proactive patrols as necessary on receipt of reports of stray dogs in an area. In addition the Animal Wardens are able to assist with resolving complaints of nuisance from barking dogs and irresponsible dog ownership.
- 5.8 A key benefit has also been the ability of the Animal Wardens to cover pest control duties during periods of high demand and when a Pest Control Officer is on leave. The Animal Wardens have attended pest control training and passed the necessary examinations to allow them to carry out appropriate pest control treatments. This has proved invaluable in maintaining an effective pest control service particularly during the extremely busy summer periods. Thereby the increased capacity to undertake pest control treatments when required, has improved the resilience of the service moving forward in the future.

6 EQUALITY AND DIVERSITY IMPLICATIONS

There are no equality and diversity implications associated with this report.

7 CONSULTATION / INVOLVEMENT

There are no consultation implications arising from this report.

8 FINANCIAL IMPLICATION(S)

There are no financial implications arising from this report. The proposed change to the Out of Hours service can be delivered within the allocated budget for the stray dog service.

9 LEGAL IMPLICATIONS OR LEGISLATION CONSIDERED

There are no legal implications arising from this report.

10 LINKS TO THE CORPORATE AND NATIONAL PRIORITIES AND THE WELL-BEING OF FUTURE GENERATIONS ACT.

- 10.1 The kennelling of stray dogs supports the Council's People and Places Priorities, in providing a safer environment for people to live, work and play.
- 10.2 There are clear links to a healthier Wales in seeking to provide a healthier environment by dealing with stray dogs and encouraging responsible dog ownership. The partnership work with Hope Rescue also contributes to a more Cohesive Wales by working together to achieve a sustainable stray dog service, in line with the 5 ways of working.

11 CONCLUSION

- 11.1 The Council explored different ways of delivering services in order to ensure they are cost effective in the future. Outsourcing the kennelling requirements to a third party organisation has proven to be a more sustainable option, particularly given the demand for kennelling overall is declining and the unviable financial costs of operating our own kennels. The Service Level Agreement with Hope Rescue has demonstrated sustained improvements in service delivery and has been delivered within the allocated budget.
- 11.2 The proposed changes to the Out of Hours service can be accommodated as required and any specific amendments to the Service Level Agreement can be considered to ensure it is fit for purpose going forward.

Appendix 1 – see attached Service Level Agreement with Hope Rescue to provide a kennelling facility for RCTCBC



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R H O N D D A • C Y N O N • T A F

**Service Level Agreement between Rhondda Cynon Taf
County Borough Council and Hope Rescue to provide a
kennelling facility to detain stray dogs**

June 2017

SERVICE SPECIFICATION

To provide a quality kennelling facility for Rhondda Cynon Taf County Borough Council to enable compliance with their duty to detain stray dogs in accordance with the Environmental Protection Act 1990.

INTRODUCTION

Local Authorities duties are to collect and detain stray dogs, return seized dogs to their owners, keep a register of stray dogs and retain the dogs for a period of 7 days. Following the 7 day period the detained dog ceases to be the responsibility of the Council.

Rhondda Cynon Taf CBC employs Animal Control Wardens to deal with complaints concerning stray dogs and in line with the requirements of this Service Level Agreement (SLA), Hope Rescue provides the kennelling facility to enable the Council to fulfil its statutory duty with regard to detaining stray dogs.

Hope Rescue work with relevant stake holders to provide an efficient and effective kennelling facility, including the Public Health and Protection Department, the Council's Contact Centre, Animal Charities and South Wales Police.

SERVICE LEVEL AGREEMENT between:-

i. Hope Rescue (Registered Charity No: 1129629)

and

ii. Rhondda Cynon Taf County Borough Council

1 HOPE RESCUE will:-

- 1.1 Provide an appropriate kennelling facility to house all dogs, seized or captured by the Council's Animal Control Service and any other stray dogs detained by the Council under the Environmental Protection Act 1990.
- 1.2 In accordance with the Operating Schedule agreed, to provide a service for kennelling stray dogs and in particular to include a 24/7 service for the detention of stray dogs. Maintain a collection and return service for owners to claim dogs detained at the kennels between (as a minimum) 9.00 -17.00 hours. Hope Rescue shall similarly accept strays dogs outside the above hours as required. The Council shall make every effort to forewarn Hope Rescue as soon as is practical, of the likelihood of an emergency situation that will impact on the service to be provided for the Council or as part of this SLA.
- 1.3 Ensure at all times that there is capacity at the kennels or other suitable arrangements in place to meet the reasonable needs of the Council as part of this SLA.
- 1.4 Nominate employees to liaise with the Public Health and Protection Department and respond to specific requests for service.

- 1.5 Attend meetings with the Council twice a year or as otherwise requested to review the service and the operation of this SLA.
- 1.6 Ensure the relevant Animal Boarding License is obtained and maintained and ensure compliance with the licensing conditions relevant to the licence issued for the kennels. Maintain responsibility for all costs associated with the construction, maintenance and servicing of the kennels.
- 1.7 Provide and maintain appropriate Employers and Public Liability insurance cover for the operation of the kennelling facility and associated activities pursuant to this SLA.
- 1.8 Ensure each dog is secured in an individual kennel and properly fed, watered, provided with sanitary bedding etc until the dog is collected by its owners or up to a period of at least 7 clear days following seizure. Provide and maintain adequate stocks of dog handling equipment, bedding, dog food and water, as necessary. Ensure all dogs are exercised and socialised appropriately and in accordance with a dog's individual needs.
- 1.9 Accept legal responsibility for all detained dogs after the statutory 7 days if they have not been claimed. The Council shall not be liable for any dogs detained after the statutory period and shall not be liable for any costs incurred by Hope Rescue thereafter.
- 1.10 Assume the "duty of care" for the dogs whilst in their possession as set out in the Animal Welfare Act 2006. Whilst in their care the dogs must be housed at either licensed kennels or an appropriate veterinary facility.
- 1.11 Provide the necessary veterinary treatments and make arrangements for vaccinations for the dogs detained at the kennels.
- 1.12 Liaise with registered vets in the event of a dog needing to be euthanised for medical reasons or to prevent undue suffering or such other extenuating circumstances that may arise. When it becomes necessary to euthanise any dog, Hope Rescue shall arrange for a suitable building or room to be made available for the purpose. Suitably trained staff shall be available to handle the dog.
- 1.13 Transport the dogs using secure, clean and well ventilated vehicles and have regard to the Animal Welfare Act 2006 and the Welfare of Animals (Transport) Orders (WATO).
- 1.14 Keep detailed records of all work undertaken in relation to the provision of Services to the Council and at the Council's request shall make such records available for inspection by the Council or its agent. This will include information relating to outcomes for all dogs detained at the kennels.
- 1.15 Maintain and keep all records of work carried out and financial transactions pursuant to the terms to this SLA for a period of 7 financial years plus current and in accordance with any legal requirements.
- 1.16 Be responsible for collecting any charges due from the owner when a stray dog is claimed. The charges shall be set by the Council and be effective from April

1st Annually and be notified to Hope Rescue in advance. These will include complying with any administrative/accountancy procedures required by the Council relating to this SLA and in connection with the Council's Service. In particular this shall include the receipt of the payment (including facility to take debit/ credit card payments) of any impounding fees and or charges from the owners of dogs being claimed. The Council shall not be liable for any of the costs associated with the kennelling, care or treatment of any dog reclaimed by its owner during the statutory 7 day period.

- 1.17 Submit calendar monthly invoices to the Council in respect of the costs for which the Council is liable in accordance with this SLA. The Council operates a paperless system for invoices. Hope Rescue shall submit invoices electronically to PublicHealthCentralSupport@rctcbc.gov.uk and accept payment by BACS. Hope Rescue shall be liable for ensuring it complies with any requirements relating to VAT.
- 1.18 Hope Rescue shall be responsible for notifying the Council by the 1st March of any annual increase to the agreed schedule of charges. Such increase shall be in line with RPI only as agreed using January as the reference rate. Any other change to agreed charges shall be subject to consultation with the Council. Any change to the SLA will be subject to negotiation and agreement and due notice. Unless agreed separately, any such change to the schedule of charges will not take effect until the next financial year.
- 1.19 Organise appropriate and satisfactory contingency plans for the collection, boarding and veterinary treatment of animals. This would include where the licensed kennels are unable to be used for any reason.
- 1.20 Comply with relevant statute and common law, statutory instruments, and any judicial decisions, throughout the duration of the Service Level Agreement
- 1.21 Maintain a computer database detailing information on each stray dog detained in the kennels to enable a monthly report to be produced detailing the following;
 - a) The numbers of dogs received at the kennels
 - b) The number of dogs reported lost and found
 - c) The type and breed of each dog
 - d) The number of rescue dogs
 - e) The number of days the dogs have stayed at the kennels
 - f) The number of dogs reclaimed
 - g) The number of dogs rehomed locally
 - h) The number of dogs received out of hours
 - i) The number of dogs vaccinated
 - j) The number of dogs requiring veterinary treatment
 - k) The number of dogs required to be micro-chipped
 - l) The number of dogs euthanised if required
 - m) Amount of monthly invoice for dogs
- 1.22 Maintain a statutory dog register and keep any additional records as agreed with the Council in order to satisfy reporting requirements.
- 1.23 Provide suitable infection control procedures as per licence conditions. Notify the Council without delay of any infectious disease outbreaks e.g. parvo

- 1.24 Maintain an appropriate number of isolation kennels for use as necessary.
- 1.25 Scan for microchips and have access to the Petlog database or agreed alternative. Ensure all dogs which leave the care of Hope Rescue are microchipped. Owners who claim a dog which has not been microchipped as required by law shall be required to pay the required fee for their dog to be microchipped. Hope Rescue will retain all fees received for the provision of microchipping. The Council shall not be liable for the cost of any service to microchip dogs.
- 1.26 Take reasonable steps to ensure detained dogs in the care of Hope Rescue are re-united with their owners. This shall include suitable liaison with Animal Control Wardens, other rescue Charities and, by agreement, the use of social media and website advertising as appropriate.
- 1.27 When undertaking any work in connection with this Agreement, Hope Rescue shall take all reasonable steps to secure compliance with the Health and Safety at Work etc Act 1974 and associated Regulations. In particular, the Organisation shall provide and require their staff to use such safety equipment, protective clothing etc., as may be necessary to secure compliance. Work must at all times be in accordance with the Organisation's Safety Policy, utilising safe systems of work safeguarding Hope Rescue employees, Council staff and the general public.
- 1.28 In the event of any accident or dangerous occurrence occurring as a result of works or work activities being carried out by Hope Rescue, they shall forthwith report such accident or occurrence to the Council in addition to ensuring compliance with their statutory duties.
- 1.29 Act in the best interests of the Council and observe all reasonable directions of the Council. Unless otherwise specified in the SLA, Hope Rescue shall use the highest professional skills to achieve the purpose for which the Services are required. Either as specified by the Council expressly in the SLA or as may be implied from the SLA, and Hope Rescue further acknowledges that in performing the Services the Council is reliant upon their skill and judgement.

2 THE COUNCIL will :-

- 2.1 Provide Hope Rescue with the annual schedule of charges to be levied to the public in respect of detained dogs, in advance of the commencement of the SLA and prior to 1st April on an annual basis thereafter.
- 2.2 Nominate a Senior Officer who is authorised to give instruction on the implementation of the SLA.
- 2.3 Participate in regular reviews with Hope Rescue in relation to the nature and quality of the kennelling service being provided.
- 2.4 Provide and update Hope Rescue with contact details of the necessary staff, including the Pest and Animal Control Supervisor and Animal Wardens.

- 2.5 Be responsible for enforcement of statutory provisions relating to dogs, stray dogs and detained dogs and for liaising with the Police with regard to seized dogs and/or those detained at the kennels which could be classed as section 1 dangerous dogs under the Dangerous Dogs Act 1991
- 2.6 Maintain a computer database detailing relevant information on each stray dog detained in the kennels.
- 2.7 Notify Hope Rescue of a reference number for each stray dog collected by an Animal Warden during normal daytime working hours (9:00-17:00, mon-fri) or via telephone or email from the Council's Call Centre if dog detained out of hours (17:01-8.59 and all through Saturday & Sunday and Bank Holiday Periods).
- 2.8 Pay Hope Rescue charges in accordance with the agreed annual schedule of rates. This shall include charges for receipt of each dog, nightly kennelling costs, costs of basic inoculations (as agreed) administered by a veterinary surgeon within the statutory 7 days, as directed by a veterinary surgeon the costs of euthanizing any detained dogs as required within the statutory 7 days and costs of provision of a 24/7 reception service for stray dogs. Unless specifically agreed, the Council shall not be liable for any additional costs not set out in the schedule of agreed charges which will include the veterinary costs of any additional treatment directed by a veterinary surgeon for a dog in Hope Rescue care or any costs associated with dogs taken in by Hope Rescue without Council authorisation or which are signed over voluntarily by their owners to Hope Rescue.
- 2.9 The Council will be liable for the cost of any emergency treatment of a detained dog if such treatment is required prior to arrival of the dog at the kennels in order to prevent suffering.
- 2.10 Subject to separate agreement, the Council may be liable for a standing annual (management) charge to be payable to Hope Rescue in April each year. Such charge shall be subject to consultation and negotiation and be based on costs incurred by Hope Rescue pursuant to the requirements of this SLA and not otherwise included in the charges otherwise agreed.
- 2.11 Pay submitted invoices from Hope Rescue within 30 days of receipt.
- 2.12 Monitor the quality of service provided, by way of random spot checks, questionnaires to clients, number of complaints and by regular review meetings.
- 2.13 Meet with Hope Rescue twice a year or more frequently if the Council requires.
- 2.14 Reserve the right to change the requirements contained in this specification upon giving 1 months' notice in writing.
- 2.15 Treat Hope Rescue employees with respect and courtesy.
- 2.16 Consult with Hope Rescue on any proposed change which could result in a change to the agreed schedule of charges subject to is SLA. Any change to the SLA will be subject to negotiation and agreement and due notice. Unless

agreed separately, any change to the schedule of charges will not take effect until the next financial year.

3 TERMINATION

- 3.1 Any party to this Agreement shall be entitled to terminate this Agreement forthwith by giving 3 months written notice, if that other party shall be in continuing or material breach of any of this Agreement and, if the breach is capable of remedy, the other party fails to remedy such breach within seven days of service of a written notice on the party in breach of this Agreement from the other party specifying the breach and requiring it to be remedied. The Council or Hope Rescue shall be entitled to terminate this Agreement for any breach of conditions, PROVIDED ALWAYS that The Council or Hope Rescue have served a written three month notice of termination of this Agreement upon the relevant party.
- 3.2 Notwithstanding the provisions of 3.1 above, any party to this Agreement shall be entitled to terminate this Agreement forthwith by giving 6 (six) months written notice. Nothing in this Agreement shall impose any obligation on any party to give reasons for the termination of this Agreement.
- 3.3 The Agreement will be terminated forthwith and the Council will be able to recover all resulting loss from Hope Rescue if it is:
- 3.3.1 is involved in any legal proceedings concerning its insolvency or bankruptcy; or
 - 3.3.2 ceases trading; or
 - 3.3.3 commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation, whether compulsory or voluntary (other than for the purposes of an amalgamation or reconstruction); or
 - 3.3.4 makes an arrangement with its creditors or petitioners for an administration order or has a Receiver or Manager appointed over all or any part of its assets; or
 - 3.3.5 Generally becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.

4 INSURANCE AND INDEMNITY

- 4.1 Hope Rescue shall hold Professional Indemnity Insurance with a limit of indemnity of not less than 5 million pounds for each and every claim, save for matters arising from pollution, contamination, date recognition and asbestos where cover shall be in the annual aggregate, for the duration of the Agreement provided that such insurance is available at commercially reasonable rates.
- 4.3 Hope Rescue will supply to the Council a copy of the Broker's Certificate as evidence of the Company's Professional Indemnity Insurance as and when Hope Rescue Employers Liability Insurance is renewed and replaced throughout the duration of this Agreement.

- 4.4 Hope Rescue shall insure against any damage, loss or injury which may occur to any person, employee, servant or agent of Hope Rescue, by or arising from or out of the execution of work or in carrying out the terms of this Contract and shall, if required, produce to the Council the Policy or Policies of Insurance and Receipts for payment of current premiums.
- 4.5 Hope Rescue will indemnify the Council from and against all claims, demands, proceedings, damages, costs, charges and expenses in respect of carrying out work under this Agreement.

5 FORCE MAJEURE

- 5.3 For the purposes of this Agreement "Force Majeure" shall include but not be limited to the following:

5.3.1 war, civil war, riots, revolution;

5.3.2 natural disasters such as earthquakes, tidal waves and floods;

5.3.3 Explosions and fires; or

5.3.4 Strikes and labour disputes of all kinds;

Provided always that any act, event, omission, occurrence or non-occurrence will only be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its agents or employees.

- 5.4 Neither Hope Rescue or the Council shall in any circumstances be liable to the other for any loss of any kind whatsoever by reason of any failure or delay in the performance of its obligations hereunder to the extent resulting from a Force Majeure event. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform, or resume performance of, such obligations hereunder for the duration of such Force Majeure event.
- 5.5 If any of the parties shall become aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify the others by the most expeditious method then available and shall inform the others of the period which it is estimated that such failure or delay shall continue.

6 REMEDIES AND WAIVER

- 6.3 No delay or omission by any party to this Agreement in exercising any right, power or remedy provided by law or under this Agreement shall:
- 6.3.1 affect that right, power or remedy: or
- 6.3.2 operate as a waiver of it.
- 6.4 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by Law.

7 INVALIDITY

7.3 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair;

7.3.1 the legality, validity or enforceability in that jurisdiction or any other provision of this Agreement; or

7.3.2 the legality, validity or enforceability under the law or any other jurisdiction of that or any other provision of this Agreement.

7.4 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, Hope Rescue and the Council shall immediately commence good faith negotiations to remedy such invalidity.

8 CONFIDENTIALITY

8.3 In respect of any Confidential Information it may receive from the other party ("the Discloser") and subject always to the remainder of this clause 8, each party ("the Recipient") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party without the Discloser's prior written consent provided that:

8.3.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of the Contract;

8.3.2 the provisions of this clause 8 shall not apply to any Confidential information which:

- (a) is in or enters into the public domain other than by breach of the Contract or other act or omissions of the Recipient;
- (b) is obtained by a third party who is lawfully authorised to disclose it;
- (c) is authorised for release by the prior written consent of the Discloser; or
- (d) the disclosure of which is required to ensure the compliance of the Council with the FOIA and/or any applicable guidance or codes of practice.

8.4 Nothing in this clause 8 shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law or, where Hope Rescue is the Recipient, to Hope Rescue's immediate or ultimate holding company provided that Hope Rescue procures that such holding company complies with this clause 8 as if any reference to the Contract in this clause 8 were a reference to such holding company.

- 8.5 Hope Rescue acknowledges that the Council is subject to the FOIA and the EIR. Hope Rescue notes and acknowledges the FOIA and both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under sections 45 and 56 of the FOIA respectively) as may be amended, updated or replaced from time to time and the EIR. Hope Rescue will act in accordance with the FOIA and these Codes of Practice (and any other applicable codes of practice or guidance notified to Hope Rescue from time to time) and the EIR to the extent that they apply to Hope Rescue's performance under the contract.
- 8.6 Hope Rescue agrees that:
- 8.6.1 without prejudice to the generality of clause 8.2, the provisions of this clause 8 are subject to the respective obligations and commitments of the Council under the FOIA and the Codes of Practice and the EIR;
 - 8.6.2 subject to clause 8.3, the decision on whether any exemption applies to a request for disclosure of recorded information is a decision solely for the Council;
 - 8.6.3 Where the Council is managing a request as referred to in clause 8.3, the Company shall co-operate with the Council and shall respond within five working days of any request by it for assistance in determining how to respond to a request for disclosure.
- 8.7 The Council will consult Hope Rescue in relation to any request for disclosure of the Company's Confidential Information in accordance with all applicable guidance.
- 8.8 This clause 8 shall remain in force without limit in time in respect of Confidential Information, which comprises Personal Data. Save as aforesaid and unless otherwise expressly set out in this Contract or the Schedule to this Contract, this clause 8 shall remain in force for a period of 3 years after the termination or expiry of this Contract.

9 VARIATION

- 9.1 All variations shall be authorised in writing by the Council before their execution. Any inconsistencies shall be resolved as directed by the Council.
- 9.2 No payment will be made for any Variations not specifically authorised in writing by the Council.
- 9.3 No liability is accepted by the Council for any claim by Hope Rescue for any loss (whether direct or indirect) and or expense occasioned by any Variation except where the sole cause of a variation is a breach of contract by the Council.

10 CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

11 ASSIGNMENT AND NOVATION

Parties shall assign or novate this Agreement only if they are in receipt of the other party's written agreement to the assignation or novation of this Agreement.

12 NOTICES

12.1 Any notice to a party under this Agreement shall be in writing signed by or on behalf of the party giving it and shall be served on a party if given personally, left at or sent by prepaid first class post or prepaid recorded delivery or special delivery to the address of that party.

12.2 A notice shall be deemed to have been served at the time of delivery if delivered personally and 48 hours after posting provided that where the deemed time of service is after 5.00 p.m. on a Business Day or on a day which is not a Business Day, the notice shall be deemed served on the next Business Day.

13 LAW AND JURISDICTION

13.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

13.2 Any proceedings, suit or action arising out of or in connection with this Agreement may be brought in the courts of England and Wales.

14 CONSEQUENTIAL LOSS

Save as expressly stated in this Agreement, neither Party shall be liable to the other for any loss of profits contracts business revenue goodwill or anticipated savings or for any indirect or consequential loss or damage of any kind arising out of or in respect of or in connection with this Agreement.

15 RESOLVING DISPUTES

Should any dispute arise between them, the Parties will attempt to resolve the dispute in good faith by senior management negotiations. Where both Parties agree that it may be beneficial they will seek to resolve the dispute through mediation by an Independent Party, the mediator's decision is final.

16 TERM OF THE SERVICE LEVEL AGREEMENT

This agreement shall take effect from the 5th June 2017 until the 31st March 2020 and will be subject to annual review. The Agreement will be renewed on an annual basis by prior written notice each year, over a three year period, subject to the Service provided being deemed satisfactory by the Council.

APPENDIX 1

DEFINITIONS

"Stray Dog"	Any dog found in a public place or in any private place in which it should not be, which appears to be without its owner and not under the control of its owner or any person representing them. <i>(Taken from the National Dog Warden Association)</i>
"Seized Dog"	A stray dog which has been picked up by the Animal Warden.
"Restrained Stray Dog"	A stray dog which has been found and held by the finder.
"Dangerous Dog"	A dog which could be classed as a Section 1 dog under the Dangerous Dogs Act 1991.
"Duty of Care under the Animal Welfare Act 2006"	<p>Prior to the Animal Welfare Act 2006, people only had a duty to ensure that an animal didn't suffer unnecessarily. The Act keeps this duty but also imposes a broader duty of care on anyone responsible for an animal to take reasonable steps to ensure that the animal's needs are met. This means that a person has to look after the animal's welfare as well as ensure that it does not suffer. The Act says that an animal's welfare needs include:</p> <ul style="list-style-type: none"> • a suitable environment (how it is housed); • a suitable diet (what it eats and drinks); • the ability to exhibit normal behaviour patterns; • any need it has to be housed with, or apart from, other animals; and protection from pain, suffering, injury and disease
"Licensed Kennels"	Kennels licensed by the Local Authority under the Animal Boarding Establishments Act 1965
"Statutory Dog Register"	<p>As defined in the Environmental Protection (Stray Dogs) Regulations 1992 (Regulation 3) the register of seized dogs for the purposes of section 149(8) Environmental Protection Act 1990 must contain:</p> <ul style="list-style-type: none"> • a brief description of each dog, including its breed (if known), and any distinctive physical characteristics or markings, tattoos or scars; • any information which is recorded on a tag or collar worn by, or which is otherwise carried by, the dog; • the date, time and place of the seizure; • where a notice has been served pursuant to section 149(4), the date of service of the notice, and the name and address of the person on whom it has been served; • where the officer disposes of the dog pursuant to section 149(6) <ul style="list-style-type: none"> - the date of disposal; <ul style="list-style-type: none"> - whether disposal was by destruction, gift or sale, and if by sale, the price obtained; - the name and address of the purchaser, or person effecting the destruction; and - where the dog was returned to a person claiming to be its owner, the name and address of that person, and the date of return.
Microchipping	As defined by Regulation 3 of The Microchipping of Dogs (Wales) Regulations 2015.

