

SHAREHOLDER COMMITTEE ***Agenda***

Date Thursday 31st March 2022

Time 12.30 pm

Venue Crompton Suite, Civic Centre, West Street, Oldham, OL1 1NL

Notes 1. DECLARATIONS OF INTEREST- If a Member requires any advice on any item involving a possible declaration of interest which could affect his/her ability to speak and/or vote he/she is advised to contact Paul Entwistle or Constitutional Services in advance of the meeting.

2. CONTACT OFFICER for this Agenda is Peter Thompson, telephone - 0161 770 5151, or email – peter.thompson@oldham.gov.uk

3. PUBLIC QUESTIONS – Any member of the public wishing to ask a question at the above meeting can do so only if a written copy of the question is submitted to the Contact officer by 12 Noon on Tuesday, 29th March 2022.

4. FILMING - The Council, members of the public and the press may record / film / photograph or broadcast this meeting when the public and the press are not lawfully excluded. Any member of the public who attends a meeting and objects to being filmed should advise the Constitutional Services Officer who will instruct that they are not included in the filming.

Please note that anyone using recording equipment both audio and visual will not be permitted to leave the equipment in the room where a private meeting is held.

Recording and reporting the Council's meetings is subject to the law including the law of defamation, the Human Rights Act, the Data Protection Act and the law on public order offences.

4. FILMING – This meeting will be recorded for live and/or subsequent broadcast on the Council's website. The whole of the meeting will be recorded, except where there are confidential or exempt items and the footage will be on our website. This activity promotes democratic engagement in accordance with section 100A(9) of the Local Government Act 1972. The cameras will focus on the proceedings of the meeting. As far as possible, this will avoid areas specifically designated for members of the public who prefer not to be filmed. Disruptive and anti social behaviour will always be filmed.

Any member of the public who attends a meeting and objects to being filmed for the Council's broadcast should advise the Constitutional Services Officer who will instruct that they are not included in the filming.

Members of the public and the press may also record / film / photograph or broadcast this meeting when the public and the press are not lawfully excluded. Please note that anyone using recording equipment both audio and visual will not be permitted to leave the equipment in the room where a private meeting is held.

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MEMBERSHIP OF THE SHAREHOLDER COMMITTEE IS AS FOLLOWS:
Councillors Chadderton, Jabbar and Shah

Item No

- 1 Election of Chair
The Committee is requested to appoint a Chair for the duration of the meeting
- 2 Apologies for Absence
- 3 Urgent Business
Urgent business, if any, to be introduced by the Chair
- 4 Declarations of Interests
To receive Declarations of Interests in any Contract or matter to be discussed at the meeting.
- 5 Public Question Time
To receive questions from the public, in accordance with the Council's Constitution.
- 6 Minutes (Pages 1 - 2)
The Minutes of the meeting of the Shareholders Committee, held 3rd September 2020, are attached for approval.
- 7 Deed of Termination of Partnership Agreement between Oldham Council and Unity Partnership Limited (Pages 3 - 52)



SHAREHOLDER COMMITTEE
03/09/2020 at 4.00 pm

Present: Councillor Fielding (Chair)
Councillors Chadderton, Jabbar and Shah

1 **APOLOGIES FOR ABSENCE**

There were no apologies for absence received.

2 **URGENT BUSINESS**

There were no items of urgent business received.

3 **DECLARATIONS OF INTEREST**

There were no declarations of interest received.

4 **PUBLIC QUESTION TIME**

There were no public questions received.

5 **MINUTES OF PREVIOUS MEETING**

RESOLVED that the minutes of the Shareholder Committee meeting held on 7th August 2020 be approved as a correct record.

6 **OLDHAM WORKFORCE REDUCTION PROPOSALS UNITY PARTNERSHIP APPROACH**

Consideration was given to a report which sought agreement to allow the use of Voluntary Redundancy (VR), in principle, as a means alongside the other voluntary options in order to help reduce cost and therefore created savings that could be passed onto Oldham Council.

The Committee was aware that Oldham Council was seeking to achieve cost reductions in order to meet an anticipated budget gap of circa £30m. This included the application of initiatives across three themes: Assets & Property, People and Service Transformation. As part of the approach to the People theme, a set of Workforce Reduction Proposals had been developed and agreed by Oldham Council. These proposals had been developed with a view to having a consistent approach across 'Team Oldham' which included Oldham Clinical Commissioning Group (CCG), Unity Partnership and MioCare. The introduction of a similar approach within Unity Partnership (the Company) had been agreed by the Board of Directors (the Board).

At this stage, the proposals were all voluntary and the options that had been agreed included the ability for all Company employees to consider applying for: voluntary redundancy; early release; early retirement; reduced hours; annual leave purchase and sabbaticals. The Board agreed that, subject to Shareholder Committee agreement, the principle use of Voluntary Redundancy (VR) would be open to all employees. Assessment of implications would then occur on an individual basis to ensure that future service needs were not compromised by any

approvals Any proposal for possible rationalisation or redundancy of a group of staff in the Company was a Matter Reserved for Shareholder decision.



Options/Alternatives

Option 1 – To agree the recommendations

Option 2 – Not to agree the recommendations

RESOLVED that;

1. The Unity Partnership Board of Directors had agreed that the Company would adopt a similar approach to the Team Oldham Workforce Reduction Proposals, as a means of generating voluntary cost reductions across the employee base be noted.
2. The various voluntary options which included voluntary redundancy, early release, early retirement, reduced hours, annual leave purchase and sabbaticals as outlined at Section 4 of the report be noted.
3. The requirement for Shareholder Committee agreement to allow the Company to proceed with a potential VR programme and that other voluntary options did not require Shareholder approval be noted.
4. VR being allowed for this specific cost reduction proposal programme be agreed;
5. The invitation related to VR would be available to all roles within the Company rather than excluding any specific sections or teams be noted. Assessment of all applications would then occur on an individual case-by-case basis ensuring future service needs were not compromised by any approvals.
6. Whilst not known how many, if any applications, there might be for VR and no certainty as to whether any applications may be approved by the Company be noted. It was possible that the number of redundancies might be above 20. This would trigger the need for a S188 and HR1 reports to be sent to the Trades Union and Government respectively. The Board had delegated the ability to issue a S188 notice and HR1 to the Chief Operating Officer subject to Shareholder Committee agreement to a potential VR programme.)

The meeting started at 4.00 pm and ended at 4.13 pm

REPORT TO SHAREHOLDER COMMITTEE

Deed of Termination of the Partnership Agreement between Oldham Council and Unity Partnership Ltd

Shareholder Committee Members:

Councillor Arooj Shah
Councillor Amanda Chadderton
Councillor Abdul Jabbar

Officer Contact: Harry Catherall, Chief Executive

Report Author: Lewis Greenwood, Head of Executive Services

31 March 2022

Reason for Decision

On 24 January 2022, Cabinet received a report in regard to the Review of the Councils wholly owned Company, Unity Partnership Ltd. The report highlighted the priority for the Council to deliver resident focused services and considered that, central to this priority, is to have a one Council approach – delivering for our residents, businesses and communities. The Cabinet accepted that the transfer of Services provided by Unity Partnership Ltd (the Company) back to the Council was in line with our one Council approach and considered that agreeing to such an approach would allow the Council to realise benefits of performance, service improvements and efficiencies, thus having a positive impact on both staff and residents of Oldham.

Following receipt of the report and having considered the associated options, Cabinet agreed a decision to: Transfer services back to the Council and retain Unity Partnership Ltd as a wholly owned company for a minimum period of 12 months whilst the Council considers its delivery vehicle for Traded Services.

Within the recommendations accepted by the Cabinet in making this decision was one specifically related to the current Partnership Agreement that is in place between the

Council and the Company. This stated that Cabinet 'Agree to the Partnership Agreement between the Council and UPL be terminated and in doing so, authorise the Director of Legal Services or their nominated representative to sign all appropriate documentation necessary for the purpose of implementing the recommended option'.

The Unity Board of Directors agreed, at a Board meeting on 9 February 2022, to accept a Heads of Terms that provided assurance on corporate governance, legal, company liabilities and risk, employee arrangements and other key elements. These Heads of Terms were developed in consultation with officers from the Council and Unity and were approved by legal advisors. The Board of Directors also agreed to waive the reduced notice period (to reduce from 12 months).

The Deed of Termination will be presented to the Unity Boards of Directors on 30 March 2022 and on the assumption that the Board of Directors approve the Deed of Termination, then the Shareholder Committee is being asked to endorse and approve the Board of Directors decision. This will allow the transfer to proceed with a completion date of 01 April 2022.

Recommendations

1. To note the Deed of Termination (attached at Appendix 1) that has been prepared by DWF LLP on behalf of Unity Partnership Limited and has been consulted upon with Oldham Council officers and Oldham Council legal advisors (Brabners LLP).
2. To note that the Unity Board of Directors will consider the Deed of Termination on 30 March 2022. Assuming that the Board of Directors agree to the Deed of Termination, it will have a material impact on the Company and therefore the Shareholder Committee are required to consider and make an endorsement of the Board decision.
3. To note that Oldham Council Cabinet have already agreed to the termination of the Partnership Agreement and have already authorised the Director of Legal Services to sign all appropriate documentation necessary to implement that decision. Therefore, the Deed of Termination will be sealed by Oldham Council once (and if) the Shareholder Committee approve the Board of Directors decision and this will bring the decision into effect.
4. To approve the Board of Directors' decision to agree the Deed of Termination

Unity Partnership Ltd Shareholder Committee

31 March 2022

Deed of Termination of the Partnership Agreement between Oldham Council and Unity Partnership Limited

1 Background

- 1.1 On 24 January 2022, Cabinet received a report in regard to the Review of the Councils wholly owned Company, Unity Partnership Limited. The report highlighted the priority for the Council to deliver resident focused services and considered that, central to this priority, is to have a one Council approach – delivering for our residents, businesses and communities. The Cabinet accepted that the transfer of Services provided by Unity Partnership Ltd back to the Council was in line with our one Council approach and considered that agreeing to such an approach would allow the Council to realise benefits of performance, service improvements and efficiencies, thus having a positive impact on both staff and residents of Oldham.
- 1.2 Following receipt of the report and having considered the associated options, Cabinet agreed a decision to: Transfer services back to the Council and retain Unity Partnership Ltd as a wholly owned company for a minimum period of 12 months whilst the Council considers its delivery vehicle for Traded Services.
- 1.3 Within the recommendations accepted by the Cabinet in making this decision was one specifically related to the current Partnership Agreement that is in place between the Council and the Company. This stated that Cabinet '*Agree to the Partnership Agreement between the Council and UPL be terminated and in doing so, authorise the Director of Legal Services or their nominated representative to sign all appropriate documentation necessary for the purpose of implementing the recommended option*'.
- 1.4 In the period since the Cabinet decision, work has been underway to prepare for a potential transfer of Services from the Company to the Council. This has included legal advice, for both the Council and the Company.
- 1.5 The decision to terminate the existing Partnership Agreement is a decision already taken by the Oldham Council Cabinet. However, the termination of the current formal arrangements needs to adhere to relevant legal arrangements. The Partnership Agreement includes a clause that requires a 12 month notice period. The proposed Deed of Termination seeks to agree a waiver for such a period and, should it be agreed would enable the current Partnership Agreement to be terminated at shorter notice in order to enable a transfer of Services as soon as possible.
- 1.6 The Unity Board of Directors agreed, at a Board meeting on 9 February 2022, to accept a Heads of Terms that provided assurance on corporate governance, legal, company liabilities and risk, employee arrangements and other key elements. These Heads of Terms were developed in consultation with officers from the Council and Unity and were approved by legal advisors.
- 1.7 As a result the Board of Directors agreed to waive the reduced notice period (to reduce from 12 months) subject to the final agreement of a Deed of Termination, that would be modelled on the Heads of Terms. The Deed of Termination will be

presented to the Unity Boards of Directors on 30 March 2022 and on the assumption that the Board of Directors approve the Deed of Termination, then the Shareholder Committee is being asked to endorse and approve the Board of Directors decision.

- 1.8 Oldham Council Cabinet has already agreed the decision to terminate the Partnership Agreement so there is no requirement for any further Council decision. However, as the Shareholder Committee have responsibility for certain reserved matters relating to the Company and due to the fact that the Deed of Termination will have a material impact on the Company, it is recommended that the Shareholder Committee are asked to endorse and approve the decision of the Board of Directors to agree the Deed of Termination.

2 **Current Position**

- 2.1 Since the Cabinet decision on 24 January 2022 to terminate the existing Partnership Agreement between the Council and the Company and the subsequent transfer of Services back into the Council, work has been underway to prepare for the transition of Services. A programme team has been leading the work, comprising staff from Oldham Council and Unity Partnership, reporting via a joint SRO arrangement (Lewis Greenwood and Dominic Whelan). A Steering Group has been meeting regularly to monitor and oversee progress and provide high level decision making when required.
- 2.2 A detailed and formal Staff Consultation on the Measures that the Council is proposing to impose on transferring staff. This consultation will complete on 28 March 2022 and whilst there were many questions and requests for clarifications, there have been no material impacts at time of writing this report, if there is anything major then this will be briefed verbally at the committee meeting.
- 2.2 Each of the Unity Service leads has been working closely with the Council equivalent officer to ensure that service level issues, risks and decisions have been considered and dealt with in order to ensure an orderly transfer and to minimise any operational impacts. In addition to the Service level activity, there has been considerable programme work to ensure workforce, finance, contracts, legal and organisational level issues are all addressed or a plan is in place to address.
- 2.3 At time of writing this report, there are no issues that should prevent an orderly transfer of Services. The final decision required is the agreement of the Deed of Termination which will enact the ending of the Partnership Agreement, without the 12 month notice stated in the Agreement and this will enable the transfer of Services to proceed on the Completion date (expected to be 01 April 2022).

3 **Options/Alternatives**

- 3.1 Option 1 – Do not approve the decision of the Board of Directors to enter into the Deed of Termination. This would mean the Partnership Agreement between Oldham Council and Unity Partnership could not be terminated by means of the Deed of Termination attached at Appendix 1. This would then require the termination of the Partnership Agreement to be enacted via issue of the 12-month

notice period and would prevent the transfer of Services from occurring in April 2022 and would delay the process considerably.

- 3.2 Option 2 – Approve the decision of the Unity Board of Directors to agree the Deed of Termination and to note that this will enable the Deed of Termination to be presented to the Oldham Council Director of Legal to undertake the appropriate signing and / or sealing of the Deed of Termination on behalf of the Council to bring it into effect.

4 Preferred Option

- 4.1 Option 2.

Note that the Cabinet have already agreed to the Termination of the Partnership Agreement and therefore the decision to approve the Unity Partnership Ltd Board of Directors decision, to agree the Deed of Termination, will allow the Deed to be presented to Oldham Council for signing and this in turn will enact the termination of the Partnership Agreement with effect from the Completion Date.

5 Consultation

- 5.1 An initial set of Heads of Terms was developed in consultation with Council legal officers and S151 officer and with external legal advice from Brabners LLP. Unity Partnership Limited also sought advice from their legal advisors DWF LLP. These Heads of Terms were developed in order to provide assurance to the Unity Board of Directors in order for the Company to proceed with the staff consultation. The Deed of Termination was drafted initially by Unity Partnership Limited legal advisors (DWF LLP) and has had input from Unity Partnership officers and Council legal and finance officers. Oldham Council sought advice from Brabners LLP as part of the development of the document in order to provide assurance to Council legal officers in the production of this report and recommendations.

6 Financial Implications

- 6.1 The preferred option is outlined in 4.1 of the report with the Shareholder Committee being asked to endorse and approve the Board of Directors decision regarding the Deed of Termination which will the transfer from the 1st April 2022.
- 6.2 On the 24th January 2022, Oldham Council's Cabinet approved the transfer of services back to the Council and retain Unity Partnership Ltd for a minimum period. The finances relating to the transfer was covered in full within the Cabinet and Council report and this has been built into the budget for 2022-23.

(Nicola Harrop – Finance Manager)

7 Legal Services Comments

- 7.1 Included within the body of the report.

(Paul Entwistle – Director of Legal Services)

8. **Co-operative Agenda**

8.1 Not applicable.

9 **Human Resources Comments**

9.1 HR implications are addressed within the original Cabinet decision that made a determination to transfer Services back into the Council and resulted in a formal consultation with Staff and Trade Unions relating to the TUPE transfer of Unity Partnership staff into the Council.

(Paul Dernley - Assistant Director for HR Operations)

10 **Risk Assessments**

10.1 Not applicable

11 **IT Implications**

11.1 Not applicable

12 **Property Implications**

12.1 Not applicable

13 **Procurement Implications**

13.1 Not applicable

14 **Environmental and Health & Safety Implications**

14.1 Not applicable

15 **Equality, community cohesion and crime implications**

15.1 Not applicable

16 **Equality Impact Assessment Completed?**

16.1 Not applicable to this decision as no material impact to Services or loss of personnel.

17 **Key Decision**

17.1 No

18 **Key Decision Reference**

18.1 Not applicable

19 **Background Papers**

- 19.1 The following is a list of background papers on which this report is based in accordance with the requirements of Section 100(1) of the Local Government Act 1972. It does not include documents which would disclose exempt or confidential information as defined by the Act :

File Ref :

Name of File: Review of the Council's Wholly Owned Company: Unity Partnership Limited 24 January 2022

Records held in Constitutional Services Department, Oldham Council

Officer Name: Lewis Greenwood, Head of Executive Services

Report to Unity Partnership Board of Directors: Item 4 – Unity Partnership Ltd – Termination of the Partnership Agreement with Oldham Council and Transfer of all Unity Services to the Council

20 **Appendices**

- 20.1 Appendix 1 – Deed of Termination

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2022

(1) THE UNITY PARTNERSHIP LIMITED

and

(2) OLDHAM METROPOLITAN BOROUGH COUNCIL

**ASSET PURCHASE AGREEMENT
relating to the acquisition of certain of the business and assets
of THE UNITY PARTNERSHIP LIMITED**

DWF Law LLP
1 Scott Place
2 Hardman Street
Manchester M3 3AA
DX: 14313 Manchester
Tel: +44 (0)161 603 5000

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THIS AGREEMENT is dated

2022

BETWEEN

- (1) **THE UNITY PARTNERSHIP LIMITED** (incorporated and registered in England and Wales with company number 05916336) whose registered office is at Henshaw House, Cheapside, Oldham, England, OL1 1NY (the "**Company**"); and
- (2) **OLDHAM METROPOLITAN BOROUGH COUNCIL** whose registered office is at Civic Centre, West Street, Oldham, Lancashire, England, OL1 1UT (the "**Council**").

BACKGROUND

- (A) The Council and the Company entered into a partnership agreement made between the Parties and entered into on 2 May 2007, subsequently varied on 1 October 2014 and then further varied on 24 September 2019 (the "**Partnership Agreement**"), whereby the Company agreed to provide certain services to the Company.
- (B) The Parties have agreed that certain of the outsourced services currently provided to the Council by the Company pursuant to the Partnership Agreement be transferred back to the Council.
- (C) The Council and the Company have therefore agreed to terminate the Partnership Agreement.
- (D) The Company has agreed to sell and transfer, and the Council has agreed to buy, the Business (together with the Assets) as a going concern on, and subject to, the terms and conditions of this agreement.

TERMS AGREED

1. Definitions and interpretation

1.1 The definitions and rules of interpretation set out in this Clause 1 apply in this agreement.

"Advance Receipts"	all amounts received by or on behalf of the Company from any Customer on or before the Effective Time relating exclusively to any products or services to be provided by the Council after the Effective Time;
"Apportionments Schedule"	a schedule of the apportionments and reimbursements required to made in accordance Clauses 8.1 to 8.3 (inclusive);
"Assets"	the property, rights and assets of the Business described in Schedule 1 and agreed to be sold pursuant to Clause 2.1;
"Assumed Liabilities"	all debts, liabilities and obligations of any nature of the Company relating to the Business or the Assets which are

	due or outstanding on, or have accrued at or after, the Effective Time, including the Creditors;
"Book Debts"	all trade and other debts and amounts owing to the Company at the Effective Time relating to the Business (whether or not invoiced) excluding the debt in respect of the Purchase Price payable under this agreement;
"Business"	the business of the provision of professional services to clients in the Oldham borough, as well as to provide support to other local authorities within the Greater Manchester region, carried on by the Company at the Effective Time;
"Business Contracts"	the contracts, orders, arrangements, licences and other commitments relating to the Business entered into by the Company on or before, and which remain to be performed (in whole or in part) at the Effective Time as set out in Schedule 3;
"Business Information"	all information, know-how and techniques (whether or not confidential and in whatever form held) relating to the Business and/or the Assets;
"Business Intellectual Property"	the Intellectual Property owned, used or held for use by the Company in, or in connection with, the Business;
"Business Name"	"Unity Partnership" and all other names from time to time and at any time used in connection with the Business;
"Business Rights"	the benefit of all rights and claims (other than claims relating to Taxation) of the Company against third parties arising out of or in connection with the Business or the Assets;
"CT Claim"	a claim for breach of any of the CT Warranties;
"CT Warranties"	the warranties given under Clause 6;
"Completion"	completion of the sale and purchase of the Business and the Assets in accordance with this agreement;
"Completion Date"	the date of this agreement;
"Creditors"	all trade debts and accrued charges owing by the Company at the Effective Time to the trade creditors of the Company in the ordinary course of the Business;
"Customers"	the customers and former customers of the Business;
"Effective Time"	the date of this agreement;

"Employees"	the persons employed wholly or mainly in the Business at the Effective Time;
"Encumbrance"	any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, title, retention or any other security agreement or arrangement, or any agreement to create any of the above;
"Excluded Business Contracts"	the contracts, orders, arrangements, licences and other commitments relating to the Business entered into by the Company on or before, and which remain to be performed (in whole or in part) at the Effective Time as set out in Schedule 4;
"Excluded Items"	the following assets, rights and liabilities which are to be excluded from the sale pursuant to this agreement: <ul style="list-style-type: none"> (a) all the Company's cash-in-hand or at the bank or at any other financial institution other than the Advance Receipts; (b) the Company's accounts and accounting records which do not exclusively relate to the Business; (c) any right to any repayment of any Taxation paid by the Company from HMRC attributable to the period prior to the Effective Time; (d) the Company's accounts receivables; and (e) the Excluded Business Contracts;
"GMPF Pension Scheme"	the pension scheme known as the Greater Manchester Pension Fund with reference 120PG00992482;
"Goodwill"	the goodwill, custom and connection of the Company in relation to the Business, together with the exclusive right for the Council and its successors and assigns to carry on the Business under the Business Name and respectively to represent themselves as carrying on the Business in succession to the Company;
"Intellectual Property"	patents, utility models, trade marks, service marks, trade and business names, registered designs, design rights, copyright and neighbouring rights, database rights, domain names, semi-conductor topography rights, inventions, software, trade secrets, confidential information of all kinds and other similar proprietary rights

which may subsist in any part of the world and whether registered or not, including, where such rights are obtained or enhanced by registration, any registration of such rights and rights to apply for such registrations;

"IT Systems"	all computer hardware (including network and telecommunications equipment) and software (including associated preparatory materials, user manuals and other related documentation) owned, used, leased or licensed exclusively by or in relation to the Business;
"Losses"	all claims, obligations, liabilities, losses (including any direct, indirect or consequential losses), damages, costs (including reasonable legal costs) and expenses (including Taxation) in each case of any nature whatsoever, whensoever and howsoever arising;
"Parties"	the parties to this agreement;
"Pension Scheme"	the pension scheme known as the Royal London (Unity Partnership) pension scheme with reference 105749;
"Periodical Outgoings"	all periodical charges and periodical outgoings of the Business or related to the Assets, including all periodical outgoings in respect of rents, rates, utilities and the Employees but excluding the Creditors;
"Periodical Receipts"	all rents, licence fees, royalties and other periodical receipts of the Business or related to the Assets, excluding the Book Debts;
"Plant and Equipment"	all plant and machinery, motor vehicles, furniture, fixtures, fittings and equipment owned by the Company and used in connection with the Business;
"Prepayments"	all payments relating to the Business made on or before the Effective Time by or on behalf of the Company in respect of products or services to be provided after the Effective Time (but excluding liabilities in respect of Taxation);
"Property"	the land and buildings short particulars of which are set out in Schedule 2;
"Purchase Price"	£1 (exclusive of VAT) being the purchase price for the Business and the Assets to be paid in accordance with Clause 3;
"Records"	the books, accounts (including VAT records and returns), lists of Customers and suppliers and all the other

documents, papers and records of the Company relating to the Business or any of the Employees or Assets;

"Stock"	the inventory of the Business at the Effective Time;
"Taxation"	all forms of taxation and statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and whether of the UK or any other jurisdiction; and any penalty, fine, surcharge, interest, charges or related costs;
"Third Party Consent"	a consent, licence, approval, authorisation or waiver required from a third party for the conveyance, transfer, assignment or novation in favour of the Council of any of the Assets or Assumed Liabilities;
"TUPE"	the Transfer of Undertakings (Protection of Employment) Regulations 2006;
"VAT"	value added tax chargeable under VATA 1994 and any similar replacement or additional tax; and
"VATA 1994"	the Value Added Tax Act 1994.

- 1.2 References to **"Clauses"** and **"Schedules"** are to clauses of and schedules to this agreement, references to **"Parts"** are to parts of the relevant Schedule and references to **"Paragraphs"** are to paragraphs of the relevant Schedule or the relevant Part of the relevant Schedule (as the case may be).
- 1.3 Clause, Schedule, Part and Paragraph headings do not affect the interpretation of this agreement.
- 1.4 A reference to a **"person"** includes a corporate or unincorporated body.
- 1.5 Words in the singular include the plural and in the plural include the singular.
- 1.6 A reference to one gender includes a reference to the other gender.
- 1.7 A reference to a statute, statutory provision, regulation, directive, subordinate legislation or other enactment is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any statute, statutory provision, regulation, directive, subordinate legislation or other enactment which it amends or re-enacts (except to the extent that any such amendment, extension or re-enactment made after the Completion Date would increase the liability of any Party).
- 1.8 Any reference to a statute or statutory provision includes any subordinate legislation made under it.

- 1.9 A reference to a **"company"** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.10 A reference to **"writing"** or **"written"** does not include faxes or email.
- 1.11 Documents in **"agreed form"** are documents in the form agreed by the Parties or on their behalf and initialled by them or on their behalf for identification.
- 1.12 Any phrase introduced by the terms **"including"**, **"include"**, **"in particular"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.13 The phrases **"to the extent"** and **"to the extent that"** shall not be interpreted as simply having the same meaning as **"if"**.

2. **Sale and purchase**

- 2.1 On the terms of this agreement and, with effect from the Effective Time, the Company shall sell, and the Council (with a view to carrying on the Business as a going concern) shall buy, the Business and Assets with full title guarantee and free from all Encumbrances.
- 2.2 The Excluded Items are excluded from the sale under this agreement.
- 2.3 The Property shall be vacated by the Company.
- 2.4 The Assets shall be at the risk of the Council from the Effective Time.

3. **Purchase Price**

- 3.1 The Purchase Price is payable by the Council to the Company in cash on Completion to such account as the Company shall have specified to the Council.
- 3.2 The Purchase Price shall be apportioned between the Assets as shown in Schedule 1.

4. **Completion**

- 4.1 Completion shall take place on the Completion Date.
- 4.2 At Completion the Company shall:
 - 4.2.1 deliver, or procure delivery, to the Council of (or make available to the Council):
 - 4.2.1.1 physical possession of all the Assets capable of passing by delivery, with the intent that title in those Assets shall pass to the Council by and on such delivery;
 - 4.2.1.2 such conveyances, transfers, assignments and novations together with the requisite notices, licences, documents of title and relevant Third Party Consents as may be necessary to vest in the Council title to all of those Assets which are not transferable by delivery and which will permit the Council to enter into and take possession

of the Business and Assets, subject always to the provisions of Clause 12;

4.2.1.3 the Business Contracts;

4.2.1.4 releases, in agreed form, in respect of all Encumbrances on, or affecting, any of the Assets; and

4.2.1.5 the Records duly written up to the Completion Date; and

4.2.2 give the Council possession of the Property.

4.3 With effect from Completion, the Company, irrevocably and unconditionally waives any claim or right of action it may have against the Business or any of the Assets.

5. **Post-Completion Obligations**

5.1 As soon as practicable after Completion, the Company and the Council shall issue jointly:

5.1.1 a statement, in agreed form, to the Customers and the suppliers to the Business informing them of the transfer of the Business to the Council; and

5.1.2 a letter to each Employee, in agreed form, explaining that their employment has been transferred to the Council pursuant to TUPE.

5.2 Each Party shall immediately pass to the other all correspondence, information, orders, enquiries and other documentation and items relating to or connected with the Business or the Assets which it receives after Completion and which belong to the other Party.

5.3 All money belonging to:

5.3.1 the Council, which is received by the Company on or after the Effective Time in connection with the Business or any of the Assets, shall be held in trust for the Council and shall be paid promptly to the Council; and

5.3.2 the Company, which is received by the Council on or after the Effective Time in connection with the Business or any of the Assets, shall be held in trust for the Company and shall be paid promptly to the Company.

5.4 On and at any time after Completion, the Company shall give or procure that the Council is given all such information and other assistance (including particulars of Customers, suppliers and others who have dealt with the Company in connection with the Business) that the Council may reasonably require for the conduct of the Business and for the purpose of implementing the provisions of this agreement.

5.5 The Company shall give to the Council reasonable access during business hours to the books, accounts, records and returns of the Company relating to or in connection with the Business which are not comprised in the Records as the Council may require (including the right to take copies and extracts on reasonable advance notice).

- 5.6 The Council hereby agrees and undertakes to the Company that that in order that the affairs of the Company can be finalised and the Company ultimately be wound up, the Council shall or shall procure that (at its own expense):
- 5.6.1 the Company has access to the Employees and subsequent employees of the Council for bona fide purposes including, without limitation, in order that:
- 5.6.1.1 the Company's accounts for the year ended March 2022 (the "**Accounts**") can be prepared, audited and filed with the Registrar of Companies;
- 5.6.1.2 returns are made to regulatory authorities including HMRC;
- 5.6.1.3 financial information is provided to any liquidators of the Company including the reparation of a statement of affairs;
- 5.6.1.4 information is provided to insurers and insurance brokers in relation to any insurance claims;
- 5.6.1.5 the Company's book debts are collected;
- 5.6.1.6 the Company's cash, debtor, creditor transactions relating to activities prior to 1 April 2022 are processed;
- 5.6.1.7 the Company's pensions and payroll liabilities are processed; and
- 5.6.1.8 the Parties may comply with their obligations pursuant to this agreement:
- 5.6.2 the Company has access to the Business Information, Records and documents in relation to the Business for any bona fide purpose including without limitation referred to in Clause 5.6.1 above; and
- 5.6.3 the boards of directors of the Company are given access as is referred to in Clauses 5.6.1 and 5.6.2 for any bona fide purpose and regulatory requirements.
- 5.7 To the extent required, following a review of the Company's services by the Council, and subject to the Council being satisfied that it has the necessary legal powers to do so, the Council may conduct any run-off and management services in respect of the Company, and/or the Excluded Business Contracts, that are agreed between the Parties.
- 5.8 On completion of the audit of the Accounts, the Parties hereby agree that, subject to their being sufficient distributable reserves to do so, the Company's net assets (less any residual cash the Council may choose to retain in the Company to meet unknown liabilities) shall be transferred to the Council by way of dividend.
- 5.9 The Parties hereby agree that the Parties shall enter into such other post-completion transfer arrangements (in respect of, for example, the provision, or secondment, to the Company of the Council's assets and employees) as are agreed between the Parties.

6. **CT Warranties**

The Company warrants to the Council that:

- 6.1 the Company has good and marketable title to each Asset (whether tangible or intangible), and each Asset is legally and beneficially owned by the Company;
- 6.2 there are no Encumbrances over any of the Assets, and the Company has not agreed to create any Encumbrances over the Assets or any part of them;
- 6.3 the Company has the requisite power and authority to enter into and perform this agreement and the documents referred to in it (to which it is a party), and they constitute valid, legal and binding obligations on the Company in accordance with their respective terms; and
- 6.4 the execution and performance by the Company of this agreement and the documents referred to in it will not breach or constitute a default under the Company's articles of association, or any agreement, instrument, order, judgement or other restriction which binds the Company.

7. **Financial limitations**

The aggregate liability of the Company for all CT Claims shall not exceed an amount equal to £1.

8. **Apportionments**

- 8.1 The Company shall pay an amount equal to the Advance Receipts to the Council.
- 8.2 The Council shall pay an amount equal to the Prepayments to the Company.
- 8.3 All Periodical Outgoings shall be apportioned on a time basis so that such part of the relevant Periodical Outgoings as is attributable to the period ended at the Effective Time shall be borne by the Company and such part as is attributable to the period starting immediately after the Effective Time shall be borne by the Council. All Periodical Receipts shall be apportioned between the Company and the Council on a like basis.
- 8.4 The Parties shall use all reasonable endeavours to draw up and agree the Apportionments Schedule as soon as practicable after the Completion Date. Payment of the balance agreed shall be made by the relevant Party in cash within 10 days starting on the day after agreement of the Apportionments Schedule.

9. **Liabilities**

The Council shall, with effect from the Effective Time, assume responsibility for and indemnify the Company and its directors in relation to all Losses arising from or in connection with the Assumed Liabilities.

10. **Value Added Tax¹**

- 10.1 The Parties intend that article 5 of the Value Added Tax (Special Provisions) Order 1995 shall apply to the sale of the Business and Assets under this agreement and agree to use all reasonable endeavours to secure that the sale is treated as neither a supply of goods nor a supply of services under that article.
- 10.2 If, notwithstanding Clause 10.1, VAT is chargeable in connection with the transfer of the Assets under this agreement, the Council shall pay the Company the amount of that VAT immediately on receipt of the relevant VAT invoice together with a copy of confirmation from HM Revenue & Customs that VAT is payable.

11. **The Employees and the Pension Scheme**

- 11.1 The Parties agree that the sale and purchase pursuant to this agreement will constitute a relevant transfer for the purposes of TUPE and accordingly, the contracts of employment of, and collective agreements relating to, the Employees shall be transferred to the Council pursuant to TUPE with effect from the Effective Time.
- 11.2 If any contract of employment of, or collective agreement relating to, any Employee is found or alleged not to have transferred to the Council at the Effective Time the Parties agree they shall take all necessary steps to ensure that such contracts of employment and collective agreements shall have effect from the Effective Time as if originally made with the Council.
- 11.3 Each Party undertakes to the other that it has complied with all of its obligations under Regulations 11 and 13 of TUPE.
- 11.4 The Council undertakes to the Company to indemnify and keep indemnified the Company and its directors against all Losses arising out of, or in connection with, any failure by it to comply with its obligations pursuant to Regulations 11 and 13 of TUPE.
- 11.5 The Council agrees it shall be responsible for and shall indemnify the Company and its directors against all Losses (excluding, for the avoidance of doubt, any Periodical Outgoings) suffered or incurred by the Company arising out of or in connection with the employment of the Employees, whether arising before or after the Effective Time.
- 11.6 The Council shall make such pension provision in respect of the Employees as complies with its obligations under sections 257 and 258 of the Pension Act 2004 and under the Transfer of Employment (Pension Protection) Regulations 2005.
- 11.7 The Council agrees it shall be responsible for and shall indemnify the Company and its directors against all Losses suffered or incurred by the Company arising out of or in connection with the GMPF Pension Scheme (including any deficit in respect of the GMPF Pension Scheme), whether arising before or after the Effective Time.

¹ DWF DN: Company's tax advisors to review.

12. Third Party Consents

12.1 If any Third Party Consent is required to transfer an Asset to the Council and that Third Party Consent has not been obtained prior to Completion, the Company shall use all reasonable endeavours:

12.1.1 to obtain such consent as soon as possible after Completion; and

12.1.2 to effect any transfer or assignment or novation of that Asset at the request of the Council after receipt of the Third Party Consent;

and the Council shall cooperate with the Company so far as is reasonable for such purposes.

12.2 In so far as any Assets are not delivered or formally transferred, novated or assigned to the Council at Completion and until such time as they are formally transferred, novated or assigned to the Council:

12.2.1 the Company shall be deemed to hold all such Assets on trust for the Council; and

12.2.2 to the extent permissible under law or the terms of any relevant agreement:

12.2.2.1 the Company shall use all reasonable endeavours to procure (at its expense) that the Council shall be entitled to the benefit, use and enjoyment of those Assets, to receive the income from them, and to have the right of enforcement of the Business Rights, if any, relating to those Assets; and

12.2.2.2 the Council shall perform all the obligations of the Company in respect of such Assets.

12.3 Nothing in this agreement shall be construed as an assignment or attempted assignment of a Business Contract if that assignment or attempted assignment would constitute a breach of that Business Contract.

13. Settlement and termination of the Partnership Agreement

13.1 This agreement is in full and final settlement of, and each Party hereby releases and forever discharges, all and/or any actions, claims, rights, demands and set-offs, whether or not presently known to the parties or to the law, and whether in law or equity, that it may have or hereafter can, shall or may have against any other Party arising out of or connected with;

13.1.1 any agreement between or act by the Parties or any of them; or

13.1.2 any other matter arising out of or connected with the relationship between the Parties including without limitation the Partnership Agreement.

13.2 The Partnership Agreement (including any provision which is expressly stated in the Partnership Agreement as surviving its termination, or which might otherwise have done so by implication and including, for the avoidance of doubt, clause 35 of the

Partnership Agreement) is terminated and shall cease to have effect from the date of this agreement and each Party releases and discharges the others from all claims or demands under or in connection with the Partnership Agreement, whether arising before or on the date of this deed, in each case whether known or unknown to that Party.

14. Liquidation

14.1 It is acknowledged and agreed by the Parties that after the date of this agreement it is intended that the Company may be wound up pursuant to a members' solvent voluntary winding up procedure.

14.2 The Parties acknowledge and agree with each other that all rights and obligations of the Company shall be unaffected by the appointment of any liquidators to the Company as anticipated by Clause 14.

15. Further assurance

The Company shall (at the Council's expense) promptly execute and deliver all such documents, and do all such things, as the Council may from time to time reasonably require for the purpose of giving full effect to the provisions of this agreement.

16. Assignment

Neither Party may assign, transfer, grant any Encumbrance or security interest over nor otherwise deal with all or any of its rights under this agreement without the prior written consent of the other Party.

17. Entire agreement

This agreement (together with the documents referred to in it) constitutes the entire agreement between the Parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to their subject matter.

18. Variation and waiver

18.1 No variation of this agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

18.2 A failure or delay by any person to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. A waiver of any such right or remedy is only effective if it is given in writing. No single or partial exercise of any right or remedy provided under this agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.

19. Notice

19.1 A notice given to a Party under or in connection with this agreement shall be in writing and shall be delivered by hand, or sent by pre-paid first class post or a next working

day delivery service and, in the case a notice to be given to the Company be marked for the attention of Colin Roy Brittain and sent to the Company's registered office from time to time, and, in the case a notice to be given to the Council, be marked for the attention of Colin Roy Brittain and sent to the Council's registered office from time to time.

19.2 Delivery of a notice is deemed to have taken place (provided that all other requirements in this Clause 19 have been satisfied) if delivered by hand, at the time the notice is left at the address, or if sent by post or a next working day delivery service, on the second Business Day after posting, unless such deemed receipt would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), in which case deemed receipt will occur when business next starts in the place of deemed receipt. For the purposes of this Clause 19.2 all references to time are to local time in the place of deemed receipt.

20. **Severance**

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

21. **Agreement survives Completion**

The provisions of this agreement (other than obligations contained in it that have already been fully performed) shall remain in full force after Completion.

22. **Third party rights**

22.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

22.2 The rights of the Parties to rescind or vary this agreement are not subject to the consent of any other person.

23. **Costs**

Unless otherwise provided, all costs in connection with the negotiation, preparation, execution and performance of the Transaction Documents, shall be borne by the Council.

24. **Successors**

The rights and obligations of the Parties under this agreement shall continue for the benefit of, and shall be binding on, their respective successors and permitted assigns.

25. **Counterparts**

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

26. **Governing law and jurisdiction**

26.1 This agreement and any dispute or claim arising out of, or in connection with, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

26.2 The Parties unconditionally and irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any disputes or claims arising out of, or in connection with, this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been signed as a deed on behalf of the Parties on the date stated at the beginning of it.

SCHEDULE 1

Assets

	Asset	Amount of Purchase Price AppORTioned to Asset (£)
1.	The Goodwill and the Business Name.	£0.10
2.	The Plant and Equipment.	£0.10
3.	The IT Systems.	£0.10
4.	The benefit (subject to the burden) of the Business Contracts.	£0.10
5.	The Stock.	£0.10
6.	The Business Information.	£0.10
7.	The Business Intellectual Property.	£0.10
8.	The Book Debts.	£0.10
9.	The Records.	£0.10
10.	The Business Rights.	£0.05
11.	All (if any) of the other assets, property or rights of the Company exclusively relating to, or connected with, or belonging to, or required for, or intended for use in, the Business or in the Property and which are not otherwise described in this Schedule (but not the Excluded Items).	£0.05

SCHEDULE 2

The Property

Description of Property	Henshaw House Level 2 Civic Centre Level 3 (partial) Civic Centre Level 5
Description of lease	An informal licence subject to annual management fee
Registered/unregistered (and title number is applicable)	Not registrable
Owner	Oldham Council
Occupier	The Unity Partnership Limited
Contractual date of termination of lease	01.04.22
Current Use	Offices

SCHEDULE 3

Business Contracts

School/Service Name	School (Y/N)	Sessions	In School Support Technician	Type	Zen Braodband and Content Filtering	Bundle	Redstor Cloud Backup	Amount of Handsets	Schools VOIP Telephony	FirstClass	Office364	TOTAL CHARGE TO SCHOOL/SERVICE
Alexandra Park Junior School	Y	1	£ 4,463.00	ZEN FTTC 80/20	£ 1,742.00	100GB	£ 476.00	9	£ 1,350.00			£ 8,031.00
Bare Trees Primary	Y											£ -
Beal Vale	Y							5	£ 750.00			£ 750.00
Beever	Y			ZEN FTTC 80/20	£ 1,742.00	300GB	£ 739.00	16	£ 2,400.00			£ 4,881.00
Blackshaw Lane	Y			ZEN FTTC 80/20	£ 1,742.00			6	£ 900.00			£ 2,642.00
The Blessed John Henry Newman RC College	Y											£ -
												£ -
Broadfield	Y											£ -
Buckstones CP	Y							3	£ 450.00			£ 450.00

School/Service Name	School (Y/N)	Sessions	In School Support Technician	Type	Zen Braodband and Content Filtering	Bundle	Redstor Cloud Backup	Amount of Handsets	Schools VOIP Telephony	FirstClass	Office364	TOTAL CHARGE TO SCHOOL/SERVICE
Burnley Brow Community	Y											£ -
Christ Church CE Primary, Chadderton	Y											£ -
Christ Church CE, Denshaw	Y					100GB	£ 476.00					£ 476.00
												£ -
Coppice Academy	Y	2	£ 8,926.00	ZEN FTTC 80/20	£ 1,742.00	50GB	£ 366.00	10	£ 1,500.00			£ 12,534.00
Corpus Christi RC Primary	Y	1	£ 4,463.00	ZEN FTTC 40/10	£ 1,519.00	100GB	£ 476.00					£ 6,458.00
Crompton Primary	Y	1	£ 4,463.00	ZEN FTTC 80/20	£ 1,742.00	100GB	£ 476.00	6	£ 900.00			£ 7,581.00
Delph	Y			ZEN FTTC 40/10	£ 1,519.00	100GB	£ 476.00	6	£ 900.00			£ 2,895.00
Diggle	Y			ZEN FTTC 40/10	£ 1,519.00			6	£ 900.00			£ 2,419.00
East Crompton St James CE	Y											£ -
Firbank	Y											£ -

School/Service Name	School (Y/N)	Sessions	In School Support Technician	Type	Zen Braodband and Content Filtering	Bundle	Redstor Cloud Backup	Amount of Handsets	Schools VOIP Telephony	FirstClass	Office364	TOTAL CHARGE TO SCHOOL/SERVICE
Freehold Community Primary	Y							16	£ 2,400.00			£ 2,400.00
Friezland Primary	Y											£ -
Glodwick Infant & Nursery	Y							16	£ 2,400.00			£ 2,400.00
Greenacres Primary Academy	Y							6	£ 900.00			£ 900.00
Greenfield Primary	Y	1	£ 4,463.00	ZEN FIBRE 100Mb	£ 6,950.00	200GB	£ 585.00	9	£ 1,350.00			£ 13,348.00
Greenfield St Marys CE	Y			ZEN FTTC 40/10	£ 1,519.00	200GB	£ 585.00					£ 2,104.00
Hey with Zion Primary	Y	1.5	£ 6,694.50	ZEN FTTC 80/20	£ 1,742.00	200GB	£ 585.00	9	£ 1,350.00			£ 10,371.50
Higher Failsworth Primary	Y											£ -
Hodge Clough Primary	Y	4	£ 17,852.00	ZEN FTTC 40/10	£ 1,519.00			9	£ 1,350.00			£ 20,721.00
Holy Cross	Y					300GB	£ 739.00	11	£ 1,650.00			£ 2,389.00
Holy Family	Y			ZEN FTTC 80/20	£ 1,742.00			10	£ 1,500.00			£ 3,242.00
Holy Rosary RC	Y											£ -

School/Service Name	School (Y/N)	Sessions	In School Support Technician	Type	Zen Braodband and Content Filtering	Bundle	Redstor Cloud Backup	Amount of Handsets	Schools VOIP Telephony	FirstClass	Office364	TOTAL CHARGE TO SCHOOL/SERVICE
Holy Trinity CE, Dobcross	Y					100GB	£ 476.00					£ 476.00
Horton Mill	Y							7	£ 1,050.00			£ 1,050.00
Kingfisher Special School	Y							43	£ 6,450.00			£ 6,450.00
Kingsland School	Y			ZEN FIBRE 100Mb	£ 6,950.00			36	£ 5,400.00			£ 12,350.00
Knowsley	Y											£ -
Limehurst	Y			ZEN FTTC 80/20	£ 1,742.00	100GB	£ 476.00	7	£ 1,050.00			£ 3,268.00
Littlemoor Primary	Y			ZEN FTTC 80/20	£ 1,742.00	100GB	£ 476.00					£ 2,218.00
Lyndhurst Primary School	Y			ZEN FTTC 80/20	£ 1,742.00			13	£ 1,950.00			£ 3,692.00
Mather Street Primary	Y											£ -
Medlock Valley Community	Y							9	£ 1,350.00			£ 1,350.00
Mills Hill Primary	Y			ZEN FTTC 80/20	£ 1,742.00	50GB	£ 366.00					£ 2,108.00
North Chadderton School and Sixth Form Centre	Y											£ -

School/Service Name	School (Y/N)	Sessions	In School Support Technician	Type	Zen Braodband and Content Filtering	Bundle	Redstor Cloud Backup	Amount of Handsets	Schools VOIP Telephony	FirstClass	Office364	TOTAL CHARGE TO SCHOOL/SERVICE
Propps Hall Primary	Y							5	£ 750.00			£ 750.00
Roundthorn Primary	Y	1	£ 4,463.00			100GB	£ 476.00	12	£ 1,800.00			£ 6,739.00
Royton & Crompton	Y											£ -
Royton Hall	Y							8	£ 1,200.00			£ 1,200.00
Rushcroft Primary	Y							8	£ 1,200.00			£ 1,200.00
Saddleworth	Y											£ -
South Failsworth Primary	Y											£ -
Springhead Community (Infant)	Y							9	£ 1,350.00			£ 1,350.00
St Agnes CE Primary	Y			ZEN FTTC 80/20	£ 1,742.00	100GB	£ 476.00	5	£ 750.00			£ 2,968.00
SS Aidan & Oswalds RC	Y			ZEN FTTC 80/20	£ 1,742.00			7	£ 1,050.00			£ 2,792.00
St Annes CE Lydgate	Y			ZEN FTTC 80/20	£ 1,742.00			6	£ 900.00			£ 2,642.00
St Annes RC Primary Greenacres	Y							7	£ 1,050.00			£ 1,050.00

School/Service Name	School (Y/N)	Sessions	In School Support Technician	Type	Zen Braodband and Content Filtering	Bundle	Redstor Cloud Backup	Amount of Handsets	Schools VOIP Telephony	FirstClass	Office364	TOTAL CHARGE TO SCHOOL/SERVICE
St Edwards RC Primary	Y											£ -
St Herberts RC Primary	Y											£ -
St Hildas CE Primary	Y	2	£ 8,926.00	ZEN FTTC 80/20	£ 1,742.00	100GB	£ 476.00					£ 11,144.00
St Hughs CE Primary	Y							9	£ 1,350.00			£ 1,350.00
St Johns CE Primary	Y											£ -
St Josephs RC Primary	Y					100GB	£ 476.00					£ 476.00
St Lukes CE Primary	Y	1	£ 4,463.00	ZEN FTTC 40/10	£ 1,519.00	100GB	£ 476.00	10	£ 1,500.00			£ 7,958.00
St Margarets CE Primary	Y			ZEN FTTC 80/20	£ 1,742.00	100GB	£ 476.00	9	£ 1,350.00			£ 3,568.00
St Martins CE Primary	Y					100GB	£ 476.00	9	£ 1,350.00			£ 1,826.00
St Marys CE High Crompton Primary	Y							4	£ 600.00			£ 600.00
St Marys RC Primary	Y											£ -
St Matthews CE	Y											£ -
												£ -

School/Service Name	School (Y/N)	Sessions	In School Support Technician	Type	Zen Braodband and Content Filtering	Bundle	Redstor Cloud Backup	Amount of Handsets	Schools VOIP Telephony	FirstClass	Office364	TOTAL CHARGE TO SCHOOL/SERVICE
St Patricks RC Primary	Y	1	£ 4,463.00	ZEN FTTC 80/20	£ 1,742.00	50GB	£ 366.00					£ 6,571.00
St Pauls CE Primary	Y			ZEN FTTC 80/20	£ 1,742.00	50GB	£ 366.00					£ 2,108.00
St Thomas CE Primary, Werneth	Y			ZEN FTTC 80/20	£ 1,742.00	1000GB	£ 1,753.00					£ 3,495.00
St Thomas CE Primary, Leesfield	Y			ZEN FTTC 40/10	£ 1,519.00	100GB	£ 476.00	7	£ 1,050.00			£ 3,045.00
St Thomas CE Primary, Moorside	Y											£ -
St Theresa's RC Primary	Y	1	£ 4,463.00	ZEN FTTC 40/10	£ 1,519.00	200GB	£ 585.00					£ 6,567.00
Stanley Road	Y							17	£ 2,550.00			£ 2,550.00
The Radclyffe Specialist Technology College	Y											£ -
												£ -
Thornham St James Primary	Y	0.5	£ 2,231.50	ZEN FTTC 80/20	£ 1,742.00							£ 3,973.50

School/Service Name	School (Y/N)	Sessions	In School Support Technician	Type	Zen Braodband and Content Filtering	Bundle	Redstor Cloud Backup	Amount of Handsets	Schools VOIP Telephony	FirstClass	Office364	TOTAL CHARGE TO SCHOOL/SERVICE
Whitegate End Primary	Y							7	£ 1,050.00			£ 1,050.00
Woodhouses Voluntary	Y											£ -
Yew Tree Community	Y	2	£ 8,926.00	ZEN FTTC 80/20	£ 1,742.00	100GB	£ 476.00					£ 11,144.00
Werneth Primary	Y							12	£ 1,800.00			£ 1,800.00
Willowpark Primary Academy	Y											£ -
Woodlands Primary Academy	Y											£ -
Waterhead Academy	Y			ZEN FIBRE 100Mb	£ 6,950.00							£ 6,950.00
The Hathershaw College of Technology and Sport	Y							17	£ 2,550.00			£ 2,550.00
East Crompton St George CE	Y											£ -
Hodge Clough Juniors and Infants	Y			ZEN FTTC 80/20	£ 1,742.00							£ 1,742.00
Kingsland Laurel Bank	Y			ZEN FTTC 80/20	£ 1,742.00			43	£ 6,450.00			£ 8,192.00

School/Service Name	School (Y/N)	Sessions	In School Support Technician	Type	Zen Braodband and Content Filtering	Bundle	Redstor Cloud Backup	Amount of Handsets	Schools VOIP Telephony	FirstClass	Office364	TOTAL CHARGE TO SCHOOL/SERVICE
Neon Hub	N	1						2	£ 450.00			£ 450.00
Mayfield Primary	Y											£ -
Oasis Academy Clarksfield	Y							9	£ 1,350.00			£ 1,350.00
Oasis Academy Limeside	Y											£ -

SCHEDULE 4

Excluded Business Contracts

Site	Year	Unity Total	Property Services	Accounts Payable	Payroll & Pensions	Recruitment	Zen Broadband	Telephony	First Class
Beal Vale Primary School	2021/22	8,957	2,941	920	3,134	674		600	689
Cranmer Education Trust t/a Mayfield Community Primary School	2021/22	4,998	3,709			605			684
Crompton House CE School	2021/22	30,181	12,905		15,560	1,716			
Kingfisher Special School	2020/21	16,329	1,203		8,595			5,040	1,490
Medlock Valley Community School	2021/22	6,845	-	1,379	3,367	393		960	745
New Bridge School	2020/21	25,227	24,532			695			
St Anne's CofE (Lydgate) Primary School	2021/22	7,040			3,444	578	1,742	600	676
St Chad's Church of England Primary School	2021/22	4,825			3,465	567			793
St John's Church of England Primary School	2021/22	6,282			4,849	778			655
The Harmony Trust Ltd	2021/22	22,613	20,868			1,745			
Werneth Primary School	2021/22	10,594	8,407			391		1,320	476
Willowpark Primary Academy (Stoneleigh)	2021/22	3,536	3,049						487

Supplier	Service/Product Description
4Sight Communications	Mitel Datatrack Maintenance for all Mitel Infrastructure/Telephony for Oldham MBC includes CCM SWA (SLA Cat 1) System MN3300
8x8	Unified coms project
Absolute Accounting Software	Making Tax Digital
Advanced Power Technology Ltd (APT)	UPS (Battery) Overhaul
AireLogic	Forms4HealthSuite Software Licence
Allied Digital	ResolveIT -Service desk
ANS Group	
Avepoint	Software for HR File Migration
Axiell ALM Ltd	Calm Software System Database, Calm View, Image View 10 User Licence Maintenance
Banner	Stationary
Bentley Systems International Limited	SELECT Subscriptions for software licences
Blue Cube Security Ltd	Provides Webmarshall Essential User Device Protection for both Corporate (including Unity) and Education and Secure Email Gateway Essential which provides Global Mail Security, the support covers all.
BookingLab	BookingBug - Access Oldham
Bottomline Technologies Ltd	Support for Printer which is used for printing bank cheques.
Bottomline Technologies Ltd	C Series Upgrade (8541) & ongoing Maintenance £4954
BSI Assurance UK Ltd	Accreditations and standards cost.
BT	BT ONE bill Qtrly payments - will decrease as more services beome live with BT WAN Contract
BT	WAN Agreement
Buchanan Computing	SignPlot 5 User Licence including CAD Drivers provides a road traffic sign design system

Supplier	Service/Product Description
Bytes Security Partnerships Ltd	Active ID Tokens Support OMBC 2 Factor Authentication System used for remote and secure log in access / schools tokens
Cadline Ltd	Highways- Autocad Licences
Cadline Ltd	Property- Autocad Licences
Capita Software Services	Revenues & Revs & Bens (Council Tax/Ben) for OMBC software manage Revenues and Benefits Applications
Capita Software Services	Capita 360 Used for various Revenue and Benefit applications.
Capita Software Services	Remote Access Maintenance IPSEC VPN used for back up and changes. Capita dial in and it provides the ability for them to connect
CDN Networks Ltd	Allows staff at remote site to access Oldha, Council Network (shared drives, email, internet....).
Civica	Smart Mail Hybrid mail services (replaces FDM)
Civica UK Ltd	Environmental Service Inspectors, Pollutions, Food etc.
Civica UK Ltd	Library Management System (LMS) Spydus Hosting
Civica UK Ltd (was onestep solutions)	Debt recovery licence, support & maintenance fees
Civica Uk LTD (was onestep solutions)	Civica ondemand services - Revs & bens team
Computer Aided Development Corporation	Provides data created by one GI System (Cadcorp) the utility is used to make the data available in MAPINFO.

Supplier	Service/Product Description
Computing - Internet	Schools' ICT costs - TBC
Confirm Software	Confirm HighwaysModule replacement for EXOR used by HighwaysDivision (New commencing April 2018)
CPC Ltd	Screws Etc.
CS Design Software Ltd	Software used in Parks for landscape gardening.
DAISY COMMUNICATIONS LTD	3 year contract, costings included maintenance and implementation
DAISY COMMUNICATIONS LTD	Daisy SIP Trunking - 3 year purchase including free minutes. - ALL COSTS PAID UP FRONT
DAISY COMMUNICATIONS LTD	ICO sites - Failsworth & Glodwick
Document Output Solutions UK Ltd	ProPrint Licence Class D (pop Paris and Expedite Academy Printing for Rev's and Ben's
EE	Mobile charges for Council
efile	Annual Maintenance for Fujitsu Scanners x 2 used for Council Tax and Benefit bills by Exchequer
EGRESS SOFTWARE TECHNOLOGIES Ltd	RFS For Egress Upgrade Headsets Etc.
ESS Schoold Facilitation Agreement	2019/20 pia - Sims Annual Entitlement 2020/21 PO 20394869
FDM	print service

Supplier	Service/Product Description
Ferret Information Systems Ltd	Calculation programme used for means testing of Disabled Facilities Grants alongside Civica (Flare).
Flexera Software Limited	AdminStudio Professional Bronze Maintenance which allows us to create software packages (msi's) that we then use to roll out via SCCM to Domain PC's to install the software
Flextronics	Lenovo Repairs
Frontline data	SLA Online -for Schools
IBM United Kingdom Limited	SPSS Windows Perpetual Service
IDOX	Uniform Planning software
IDOX (Aligned Assets)	LLPG subscription (replaced cadline mapthat)
Info Technology Supply Ltd	Hardware Maintenance for the Coin Control at Libraries
Info Technology Supply Ltd	Annual Maintenance Renewal Deep Freeze
Insight / Acuma	SAP Business Objects Upgrade & ongoing maintenance
Insight Direct (UK) Ltd	A supplier for adhoc computer supplies, procured via the EA16 Framework Agreement

Supplier	Service/Product Description
Insight Direct (UK) Ltd	Desktops, Adaptors, Batteries etc.
Insight Media Internet Ltd	Controls access to the public PCs and Printing in each library.
Invosys Business (was connectedworld)	Homeworker Broadband calls and service charges.

Supplier	Service/Product Description
Jadu Creative (Spacecraft Creative Limited (Previously Jadu Ltd.) notified 27/09/17	Support for Council Website/Intranet Content Management.
LexisNexis ButterworthS	Visual Files SOLICITEC used for Legal Management and Time Management by the Legal Dpartment
Lisson Grove	Revs & Bens Calculator
Loop (was Kenson)	Solarwinds - provides Network Performance Monitoring and Network Config Management for the Council, Unity and GMW + various.
Microsoft	Unity Software Licences (OMBC Contract & PO)
Microsoft	Unity Software Licences (CCG)
Millgate Computer Systems Ltd	IT Consumables / Laptops / desktops / tablets

Supplier	Service/Product Description
Millgate Computer Systems Ltd	SMART Software - Libraries & LLL
Millgate Computer Systems Ltd	Adobe and Assorted Licences
Millgate Computer Systems Ltd	Postman Pro
Miso (Dotted Eyes Ltd)	Used to process Geographic Data to include Mastermap (provides visibility for users)
Multimedia Expenses	Schools' ICT costs - TBC
NEC Software Solutions (was Northgate Public Services (UK) Limited	Info@work which replaced Iclipse (Anite) used by the Exchequer Department for Document and Record Management Solution
NEC Software Solutions (was Northgate Public Services (UK) Limited	Northgate Support & Maintenance Email Connec
NEC Software Solutions (was Northgate Public Services (UK) Limited	Blue Badge
NGN	
Nominet UK S/O	PSN Connectivity
Nominet UK S/O	Website domains.
NTT Data Figtree Systems Europe Ltd	Risk and Insurance claims handling system.
O2	
OMBC (Microsoft licences Unity)	Unity Software Licences (OMBC Contract & PO)

Supplier	Service/Product Description
One Identity (was Quest Software)	Active Roles per enabled user which is a tool for controlling and delegating active directory. Active Roles Server used mainly by Server Team (covers all IT)
Open text (FirstClass)	2019/20 pia - First Class Charges 2020/21 PO Number 20393474
Oracle Corporation UK Limited	CAD system (Oracle) Database Enterprise Edition Processor Perpetual x 2 CAD GIS Oracle Server is a central store of GIS data that is used for a number of systems the licence level/type is FULL USE
PAMS Assessments Ltd	Transfer of 5 x PAMS Software from Windows XP to Windows 7
Paystream	
PRECISLEY (was Pitney Bowes Software Europe Ltd)	Provides Geographic Information widely used for mapping by both the Council and Unity.
Proact (was cetus)	Citrix ADC MPX8005 Advanced Edition Appliance x 2
Proact (was cetus)	Citrix ADC MPX8005 Advanced Edition Appliance x 2
Proact (was cetus)	Ivanti DesktopNow Support - Named User Powered by Appsense
Proact (was cetus)	Covers the Oldham Council remote working solution, licences, installation of product updates and full feature releases. Also included are 12 x Citrix XenApp Enterprise Licences with SA for Home Working Unity Partnership Henshaw House staff
Q Associates Ltd	Sun Support Oracle x 4150 Server Premier Level (CAD GIS Server Support)
Q Associates Ltd	Red Hat Enterprise Linux Server
Quest Software International Ltd	<u>Provides Email Archiving solution for Council and (reporting tool active directory and email which is FOC) provides a tool for controlling and delegating active directory used mainly by Server Team (covers all IT).</u>
Redcentric	HSCN Connection / bandwidth / azure

Supplier	Service/Product Description
Responsiv	Responsiv Support & Maintenance
Responsiv	IBM Blueworks LIVE
Riba Enterprises Ltd	Software provides contract documents.
Satisnet	Internal PEN Testing (Tenable Nessus Professional Licence) enables security testing for the Network
Sectigo (was Comodo)	Extranet SSL Certificate
Servelec Synergy Ltd	Systalk and PAF Maintenance Renewal used to import Data from Schools in to the main Tribal Data Base e.g. Attendance, School Census, Attainment Data etc. Council have a Servelec provided Database that is the Central Pupil Database which has been the provider for over 10 years. There are various modules that "bolt-on" to this Database providing a different view of the data for the various user groups in the Council. The product is actively used and is dependent on delivering certain key Council Services. There are approximately 550 active users across the estate including Council Staff, Early Years Providers and Schools to include online school applications. FIS Form Builder a Web-based app used by Childcare Providers to administer grant element 2,3, and 4 yr old's attending Nursery, Playgroup, Childminder etc.
Smoothwall Ltd	Professional Services, 3 Year Warranty Etc.

Supplier	Service/Product Description
Socitm Limited	Insight Subscription includes Better Connected provides annual review of all Council Websites and access to research the latest best practice Insight reports and substantial pieces of research work about our professional world, monthly briefings and shorter reports that examine topical issues.
Softcat	Specops Enterprise Licence
Softcat	Sysaid - ITSM Application
Sophos / Softcat	Intercept X - 2 year agreement
Square Systems	Opinion 8 Customer Satisfaction Survey for Council Contact Centre / Access Oldham 12 licences
Sudlows	Cabling Work
Sudlows	APC 2200VA Rack Mounted UPS Maintenance
Sudlows	UPS Maintenance @ The Link Ctr
Sudlows	Sir Robert Peacock House Ref: FM20496 UPS Maintenance Contract
TalkTalk Business	Homeworker Broadband Wireless managed x 2 lines.
Team Netsol	BECS Claims Software
TNP	Support of CISCO hardware / NETWORK PARTNER
TNP (was millgate)	CISCO AnyConnect Plus
Tribal	EBS Software (replaced Aqua) LLL
Xerox	MFD Contract
XMA Ltd	Lenovo Laptops, HDMI to DVI Adapters, Chargers Etc.
XMA Ltd	meraki Licences
Yotta (Mayrise Ltd)	Yotta (was Mayrise). Ground Maintenance application for Environmental Services.

Supplier	Service/Product Description
Zen	Schools Broadband Services
Zylpha Ltd (consolidated 2 contracts)	Court Bundling Software and Maintenance Annual Maintenance for Document Bundling Software

SIGNATURE PAGE

EXECUTED (but not delivered until the date hereof) as a **DEED** by **THE UNITY PARTNERSHIP LIMITED** acting by a director in the presence of:

DIRECTOR

WITNESS

Signature:

Name:

Address:

.....

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Occupation:

EXECUTED (but not delivered until the date hereof) as a **DEED** by **OLDHAM BOROUGH COUNCIL** by affixing the Seal of **OLDHAM BOROUGH COUNCIL**

Authorised

signatory:

Position:

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