

HIGHWAYS ACT 1986

Delegation of Functions to «LA»

In order to bring about the localisation of highway maintenance services and in exercise of the powers conferred on the Department of Infrastructure ("the Department") by Section 2(1) of the Highways Act 1986 ("the Act") and by agreement between the parties hereto «LA» ("the Local Authority") is hereby authorised until further order to exercise the functions of the Department set out hereunder

Highway maintenance limited to:

- Street Sweeping
- Gully emptying
- Removal of Weeds
- Maintenance of highway verges
- Any other functions with respect to the maintenance and improvement of, and other dealing with, any highway to which the parties may agree and agreement to which shall be evidenced by a memorandum to be appended to this delegation

(together "the Delegated Functions")

on highways within its district save and except those highways shown on the plan incorporated herein as Schedule 1

This delegation of functions is subject to the provisions of Section 2 of the Highways Act 1986.

This delegation of functions is subject to the conditions set out in Section 2(2) and without prejudice thereto, to the following conditions and limitations:-

Conditions

1. The cost of the Delegated Functions is met by the Local Authority;

2. Without prejudice to Section 2(2)(c) of the Act the Delegated Functions shall be carried out to at least the following standards, as far as reasonably practicable, such standards not to be amended or varied without the written agreement of the Local Authority:
 - 2.1 Street sweeping – as far as reasonably practicable, at all times highways should be kept clear of material that may endanger users of the highway, or affect the highway drainage;
 - 2.2 Gully emptying – gullies should be running at all times. If the gully pot is empty, and any blockage cannot be cleared, this should be reported to the Department which will arrange to clear the blockage at its cost;
 - 2.3 Removal of Weeds – weeds which may obstruct drainage, or are damaging or likely to damage the fabric of the highway should be removed as soon as reasonably practicable; and
 - 2.4 Maintenance of highway verges – vegetation should not be allowed to grow to the extent so as to hinder the reasonable use of the highway by any person entitled to the use thereof, or so as to be a nuisance or injurious to the owner or occupier of premises adjacent to the highway.
3. The Delegated Functions shall not include emergency call outs (which are extraordinary events which have to be dealt with immediately and which may include but are not limited to oil spills, clearing up road traffic collision debris etc) for which, together with associated costs, the Department shall retain responsibility.
4. The Local Authority shall provide to the Department contact details for a responsible officer (authorised in writing) who is at all times empowered to discuss the Delegated Functions and any changes thereto;
5. The Local Authority shall indemnify the Department against any liability, loss, claim, expense or proceedings whatsoever, whether arising by common law or statute, in respect of death or injury to persons, or of damage to property, real or personal, arising out of any act or omission by the Local Authority, or in the course of, or in connection with the Delegated Functions carried out by the Local Authority PROVIDED THAT the Department shall not settle any proceedings in connection

therewith and to which the indemnity relates without prior consultation with the Local Authority;

6. 6.1 The Local Authority shall maintain Public and Products Liability and Employers Liability insurance with a minimum indemnity level of Ten million pounds (£10,000,000.00) throughout the period in respect of which this delegation is valid and while the Local Authority is liable or potentially liable in respect of the Delegated Functions and shall produce such evidence thereof as the Department may request upon demand;

6.2 The Local Authority shall procure that any subcontractor agent or servant engaged by them in connection with the Delegated Functions shall maintain adequate insurance in respect of any potential liability arising from their involvement therewith;

7. In carrying out the Delegated Functions the Local Authority shall comply with all applicable statutes, regulations, and orders, and without prejudice to the generality of this Condition 7, in particular the Health & Safety at Work Etc Act 1977 requirements and regulations (for the time being in force) regarding use of plant and equipment, training of operatives and the handling of materials which may be deleterious to operatives health.
8. Any dispute between the Department and the Local Authority relating to the Delegated Functions or this delegation shall be determined by a single arbitrator appointed by agreement between the parties or in default of agreement by the President for the time being of the Isle of Man Law Society pursuant to the terms of the Arbitration Act, 1976 (or any amendment or statutory re-enactment thereof).
9. The terms and conditions of this delegation of functions shall be reviewed not less than annually and any variations considered necessary by either of the parties and agreed by both parties to this delegation recorded by a memorandum to be signed by both Parties and appended to every copy hereof.

SIGNED by the Minister or a person duly authorised by the Minister for Infrastructure in the presence of:-

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Print name:.....

Position:.....

Date:.....

Witness Signature:

Witness Full Name:

Witness Address:

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Witness Occupation:

By way of evidence of the agreement of the Local Authority

SIGNED on behalf of «LA»

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Date:.....