

DATED: \_\_\_\_\_ 2022

STAFFORD BOROUGH COUNCIL (1)

And

CANNOCK CHASE DISTRICT COUNCIL (2)

And

EAST STAFFORDSHIRE BOROUGH COUNCIL (3)

And

LICHFIELD DISTRICT COUNCIL (4)

And

SOUTH STAFFORDSHIRE DISTRICT COUNCIL (5)

And

WOLVERHAMPTON CITY COUNCIL (6)

And

WALSALL BOROUGH COUNCIL (7)

.....

AGREEMENT IN RELATION TO  
DEVELOPER FINANCIAL CONTRIBUTIONS AND  
THE CANNOCK CHASE SPECIAL AREA OF CONSERVATION (SAC)  
DETAILED IMPLEMENTATION PLANS (DIPs)

.....

**THIS AGREEMENT** is made as a Deed on the            day of            2022

BETWEEN:

- (1) **STAFFORD BOROUGH COUNCIL** of Civic Centre, Riverside, Stafford, Staffordshire ST16 3AQ ("**SBC**")
- (2) **CANNOCK CHASE DISTRICT COUNCIL** of Civic Centre, Beecroft Road, Cannock, Staffordshire WS11 1BG ("**CCDC**")
- (3) **EAST STAFFORDSHIRE BOROUGH COUNCIL** of The Town Hall, King Edward Place, Burton upon Trent, Staffordshire DE14 2EB ("**ESBC**")
- (4) **LICHFIELD DISTRICT COUNCIL** of District Council House, Frog Lane, Lichfield, Staffordshire WS13 6YY ("**LDC**"), and
- (5) **SOUTH STAFFORDSHIRE DISTRICT COUNCIL** of Council Offices, Wolverhampton Road Codsall, Staffordshire WV8 1PX ("**SSDC**")
- (6) **WOLVERHAMPTON CITY COUNCIL** of Civic Centre, St. Peters Square, Wolverhampton, WV1 1SH ("**WCC**")
- (7) **WALSALL BOROUGH COUNCIL** of Civic Centre, Walsall, WS1 1TP (**WBC**)

Each a "party" and together the "parties".

**BACKGROUND:**

- (A) On or around 18 January 2017 the parties entered into the Partnership Memorandum of Understanding, or agreed to take effect by the Joint Strategic Board to deliver the Detailed Implementation Plans (DIPs) and implement the Guidance to Mitigate the Impact of new Residential Development document within a 15 kilometre radius of the Cannock Chase Special Area of Conservation.
- (B) The parties are members of the Cannock Chase Special Area of Conservation Joint Strategic Board, established for the protection of the Cannock Chase Special Area of Conservation. The parties are also the local planning authorities for their areas.
- (C) The Joint Strategic Board has agreed the DIPs for the Cannock Chase Special Area of Conservation. The DIPs are evolving documents and will be agreed on an ongoing basis by the Board.

- (D) The parties have agreed to secure the collection of financial contributions from developers in their area by way of agreements or unilateral undertakings under section 106 of the Town and Country Planning Act 1990 or via the Community Infrastructure Levy Regulations 2010 (as amended) to assist in the delivery of the DIPs . This approach is set out in the 'Guidance to Mitigate the Impact of new Residential Development document, as prepared by each party.
- (E) SBC has agreed to be the Financially Accountable Body for the Contributions and for the delivery of the Guidance to Mitigate the Impact of new Residential Development in accordance with the terms of this Agreement.

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

The following definitions shall apply throughout this Agreement:

<b>Agreed Dates</b>	means the dates upon which the Contribution is payable, being the 1 <sup>st</sup> October and 1 <sup>st</sup> April in each year during the Term.
<b>Authorised Representatives</b>	means the people appointed from time to time as representatives for the parties;
<b>Board</b>	means the Cannock Chase Special Area of Conservation Joint Strategic Board;
<b>Business Day</b>	means any day that is not a Saturday, Sunday or bank holiday or public holiday in England;
<b>Cannock Chase SAC</b>	means the Cannock Chase Special Area of Conservation designated in 2005 under the provisions of European Habitats Directive and located within the Cannock Chase Area of Outstanding Natural Beauty and shown on the plan attached in Schedule 1;
<b>Cannock Chase Special Area of Conservation Partnership</b>	means the Partner Authorities who collect the Contributions to ensure compliance with the Habitat Regulations in relation to the DIPs Assessment in order to mitigate for residential development through the Partner Authorities' local plans;
<b>Confidential Information</b>	means any information received from a disclosing party for the purposes of this Agreement or otherwise relating in any way to the business, operations and activities of the disclosing party that if disclosed in tangible form is marked confidential or if disclosed otherwise is confirmed in writing as being confidential or, whether disclosed in tangible form

or otherwise, is manifestly confidential (including this Agreement and the relationship between the parties);

**Contributing Partners**

means the parties responsible for paying the Contributions to SBC in accordance with the terms of this Agreement, namely CCDC, ESBC, LDC, SSDC, WCC and WBC;

**Contributions**

means the financial contributions paid by developers to the respective parties in respect of residential development within the Zone of Payment and secured by the parties under section 106 of the Town and Country Planning Act 1990 or via the Community Infrastructure Levy Regulations 2010 in accordance with the Partnership Memorandum of Understanding and to facilitate the delivery of the DIPs.

**Data Protection Legislation**

all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) as amended;

**Detailed Implementation Plans (DIPs)**

a plan of actions to mitigate for the likely increase in the number of visits to the Cannock Chase SAC resulting from new residential development within 15km of the Cannock Chase SAC.

**EIRs**

means the Environmental Information Regulations 2004;

**Financial Year**

a year as reckoned for taxing or accounting purposes, from 6 April of each year;

**Financially Accountable Body**

means SBC, the body who has been appointed for the purpose of ensuring the collection and expending of the Contributions and for the delivery of the GMIRD on behalf of the Partners in accordance with the terms of this Agreement;

**FOIA**

means the Freedom of Information Act 2000;

**Force Majeure**

means any circumstance not within a party's reasonable control including, without limitation: a prohibitive act of parliament or, prohibitive governmental regulations; acts of God; epidemic or pandemic; war and other hostilities / national emergency (whether war is declared or not), invasion, act of foreign enemies or terrorism; national strikes; exceptional weather conditions; pressure waves caused by aircraft or aerial devices travelling at sonic or supersonic speeds, rebellion, revolution, civil commotion, riots or disorder; ionising radiation, or contamination by radioactivity from any nuclear fuel or nuclear waste, or combustion of

nuclear fuel, radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; explosives on site and their removal; or other similar circumstances which are beyond the reasonable control of each of the parties, provided that Force Majeure shall not include any strike or labour dispute involving any parties' personnel or any failure to provide the Services by any of SBC's sub-contractors;

**GMIRD**

means the Guidance to Mitigate The Impact of Residential Development on the Cannock Chase SAC which forms part of the DIPs and prepared by each individual party to mitigate the impact of residential development within the Zone of Payment on the Cannock Chase SAC;

**Habitats Regulations**

means the Conservation of Habitats and Species Regulations 2017 (as amended);

**Intellectual Property Rights**

means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**Partner Authorities**

means the partner authorities who make up the Cannock Chase Special Area of Conservation Partnership and the parties to this Agreement; "Partners" shall be construed accordingly;

**Partnership Memorandum of Understanding**

Memorandum of Understanding of the Cannock Chase Special Area of Conservation Partnership signed by the Partner Authorities on or around 18 January 2017 in the form set out in Schedule 3;

**Personal Data**

as defined in the Data Protection Legislation;

**Services**

as defined in clause 4.1;

**Term**

means the term of this Agreement as set out in clause 2.1;

<b>UK GDPR</b>	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
<b>Zone of Payment</b>	means residential developments within a 0 - 15 km radius of the boundary of the Cannock Chase SAC as set out in Schedule 2.

## 1.2 Interpretation

### 1.2.1 In this Agreement:

- a) a reference to this Agreement includes its schedules, appendices and annexes;
- b) the table of contents, background section and any clause, schedule or other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement;
- c) a reference to a 'party' includes that party's successors and permitted assigns;
- d) a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- e) a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- f) a reference to a gender includes the other gender;
- g) reference to party means the parties named in this Agreement;
- h) words in the singular include the plural and vice versa;
- i) any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- j) a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form.

### 1.2.2 Any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to:

- (i) such legislation as amended and in force from time to time and to any legislation that (either with or without modification) re-enacts, consolidates or enacts in rewritten form any such legislation; and
- (ii) any subordinate legislation made under the same before (but not after) the date of this Agreement.

## 2. TERM

- 2.1. This Agreement shall commence on the date of this Agreement and shall automatically expire after five (5) years unless extended in accordance with clause 2.2 or terminated earlier in accordance with clause 10 of this Agreement (the "**Term**")

2.2. This Agreement may be extended at any time by mutual written agreement between all the parties.

### **3. THE CONTRIBUTIONS**

3.1. During the Term, the Contributing Partners shall use reasonable endeavours to collect the Contributions and pay those Contributions to SBC on the Agreed Dates or, if not paid on the Agreed Dates, within fourteen (14) days of the Agreed Dates.

3.2. The Contributing Partners shall remit the Contributions to SBC by way of BACS payment or a telegraphic transfer for the attention of the Finance Department by quoting reference 'SAC LA payments'. SBC shall acknowledge receipt in writing of each Contribution received within fourteen (14) days.

3.3. In the event that any or all of the Contributing Partners fail to pay the Contributions to SBC in accordance with clause 3.1, SBC shall refer the relevant details to the Board.

3.4. SBC will keep accurate books of account and financial records in relation to the deposit and expenditure of the Contributions in accordance with sound and prudent financial management.

3.5. SBC shall ensure that all Contributions received from the Contributing Partners are deposited in a high interest-bearing bank account until such time that the Contributions have been expended in accordance with the provisions of the DIPs and the terms of the Partnership Memorandum of Understanding.

3.6. At the beginning of each Financial Year, SBC shall provide and submit to the Contributing Partners:

- (a) a written record of all Contributions received during the preceding Financial Year; and
- (b) a written record of the expenditure of the Contributions during the preceding Financial Year.

### **4. ADDITIONAL OBLIGATIONS OF SBC**

4.1. SBC shall be responsible for and carry out the project management of the GMIRD (the "**Services**") on behalf of the Board, acting as its agent.

4.2. SBC shall not be obliged to deliver the Services personally and may contract in whole or in part to deliver the Services. SBC shall not be obliged to seek the approval or endorsement of the parties in procuring the Services. SBC shall follow its own corporate governance procedures in relation to the Services.

4.3. SBC and its contractors shall have reference in the provision of the Services to the most up to date version of the DIPs as approved by the Board from time to time.

- 4.4. SBC shall, for the duration of this Agreement, be responsible for the recruitment and employment of the SAC Project Officer and the SAC Engagement Officer (the “**SAC Officer Roles**”).

## **5. REVIEW & MANAGEMENT**

- 5.1. The DIPs will be reviewed and agreed by the Board from time to time.
- 5.2. The parties may meet to review the operation of this Agreement annually at the anniversary of this Agreement or at such other times as the parties may agree.

## **6. FREEDOM OF INFORMATION**

- 6.1 Each party will use reasonable endeavours to assist the other parties to comply with their obligations under the FOIA, the EIRs and any other applicable legislation governing access to information.
- 6.2 If a party receives a request for information under such legislation (“the Receiving Party”) and requires the other parties’ assistance in obtaining that information, the other parties will provide such assistance within such reasonable timeframe requested by the Receiving Party (and in any case no later than ten (10) Business Days after receiving the Receiving Party’s request) in order for the Receiving Party to comply with its statutory obligations.
- 6.3 If a request is made under such legislation for information which relates to either the Agreement or one of the other parties, the Receiving Party will immediately consult with the other party(ies) and take their views into consideration when making a decision as to whether or not the requested information should be disclosed, giving serious consideration to whether any statutory exemptions apply.
- 6.4 If the Receiving Party determines that information (including Confidential Information) must be disclosed, it will notify the other party(ies) of such decision as soon as reasonably practicable.

## **7. DATA PROTECTION**

- 7.1 No Personal Data is being transferred from one party to another. Should this change in the future, all parties shall agree data processing agreements from time to time that honour each party’s obligations under the Data Protection Legislation, such agreement not to be unreasonably withheld.

## **8. CONFIDENTIALITY**

- 8.1. Subject to clause 8.2, each party shall keep the other parties’ Confidential Information confidential and shall not:
  - 8.1.1. use such Confidential Information except for the purpose of performing its rights and obligations under or in connection with this Agreement; or



- 8.1.2. disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 8.
- 8.2. The obligation to maintain confidentiality of Confidential Information does not apply to any Confidential information:
- 8.2.1. which the other party confirms in writing is not required to be treated as Confidential Information;
  - 8.2.2. which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
  - 8.2.3. which a party is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law, including the FOIA or the EIRs;
  - 8.2.4. which is in or enters the public domain other than through any disclosure prohibited by this Agreement;
  - 8.2.5. which a party can demonstrate was lawfully in its possession prior to receipt from another party; or
  - 8.2.6. which is disclosed by a party on a confidential basis to any central government or regulatory body.
- 8.3. A party may disclose another party's Confidential information to those of its Authorised Representatives who need to know such Confidential Information for the purposes of performing or advising on the party's obligations under this Agreement, provided that:
- 8.3.1. it informs such Authorised Representatives of the confidential nature of the Confidential Information before disclosure; and
  - 8.3.2. it procures that its Authorised Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this Agreement,
  - 8.3.3. and at all times, it is liable for the failure of any Authorised Representatives to comply with the obligations set out in this clause 8.3.
- 8.4 The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

## 9. **INTELLECTUAL PROPERTY**

- 9.1 The parties agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology and any other Intellectual Property Rights whatsoever owned by a party before the date of this Agreement or developed by any party during the Term, shall remain the property of that party.
- 9.2 Where a party has provided the another party (the "**Receiving Party**") with any of its Intellectual Property Rights for use in connection with the Agreement (including without limitation its name and logo), the Receiving Party shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or

destroy such Intellectual Property Rights as requested by the party who provided the Intellectual Property Rights.

## **10. TERMINATION**

- 10.1 Any party may terminate this Agreement with immediate effect by serving notice in writing on the other parties where a party has breached a material obligation under this Agreement and the breach cannot, in the reasonable opinion of the terminating party, be remedied.
- 10.2 SBC may terminate this Agreement with immediate effect by serving notice in writing on the other parties where:-
- (a) any statute law, primary or secondary legislation should alter the status of the Cannock Chase SAC or alter or affect the validity of the DIPs; or
  - (b) If the Board determines that the GMIRD and / or the DIPs are no longer needed or are changed in such a way as to render the provisions of this Agreement superseded or unlawful.
- 10.3 Any Contributing Partner may terminate this Agreement with immediate effect by serving notice in writing to the other parties where:
- (a) a Force Majeure Event has disrupted the ability of SBC to perform its obligations under this Agreement for a period of at least 30 consecutive days; or
  - (b) it becomes unlawful for SBC to continue to act as the Financially Accountable Body (either in whole or in part).
- 10.4 Any party may terminate this Agreement at any time by giving the other parties no less than three (3) months' notice in writing.
- 10.5 Any delay by a party in exercising the right to terminate shall not constitute a waiver of such rights.
- 10.6 On termination or expiry of this Agreement, any Contributions held by SBC, but not spent on the Services, shall be retained by SBC exclusively for the purposes set out in the DIPs or for such other purposes reasonably related the protection or improvement of the Cannock Chase Special Area of Conservation as the Board may determine.

## **11 LIABILITY AND INDEMNITY**

- 11.1 Subject to clause 11.3 and for the duration of this Agreement, SBC shall indemnify the Contributing Partners for and against all direct damages, losses, costs, claims, charges, liabilities and expenses (including reasonably incurred legal expenses) arising from the arrangement agreed under this Agreement or its termination thereof, which arises as a result of any act or omission of SBC, its officers, employees or contractors.

- 11.2 Subject to clause 11.3 and for the duration of this Agreement, the Contributing Partners shall each separately indemnify SBC for and against all direct damages, losses, costs, claims, charges, liabilities and expenses (including reasonably incurred legal expenses) arising from the arrangement agreed under this Agreement which arise as a result of any act or omission of any of the Contributing Partners, their officers, employees or contractors.
- 11.3 Each party's liability under this Agreement shall be limited to the sum of the Contributions handled by SBC under this Agreement in the twelve (12) months preceding the date of the event giving rise to liability.
- 11.4 If pursuant to this Agreement SBC receives Contributions which have been incorrectly and / or unlawfully collected by a party, that party shall be entitled to request in writing that the unspent Contributions and any accrued interest be returned to them and SBC shall return such Contributions together with any accrued interest which have not been spent at the time of the request, within 30 days of receipt of such a request.
- 11.5 Each party warrants that the Contributions they pay to SBC can lawfully be spent on delivery of the GMIRD and agrees to indemnify SBC against any claims related to reimbursement of Contributions spent for this purpose.
- 11.6 For the duration of this Agreement, the Contributing Partners shall each separately indemnify SBC for and against all costs, losses, charges, liabilities, expenses and claims relating to the employment of the SAC Officer Roles, including recruitment and redundancy payments.

## **12 PUBLICITY**

- 12.1 Subject to clause 12.2 no announcement or other public disclosure concerning this Agreement or any of the matters contained in it shall be made by, or on behalf of, a party without the prior written consent of the other parties, such consent not to be unreasonably withheld or delayed (the parties shall consult on the form and content of any such announcement or other public disclosure, as well as the manner of its release).
- 12.2 If a party is required to make an announcement or other public disclosure concerning this Agreement or any of the matters contained in it by law, any court, any governmental, regulatory or supervisory authority (including any recognised investment exchange) or any other authority of competent jurisdiction, it may do so. Such a party shall:
- a) notify the other parties as soon as is reasonably practicable upon becoming aware of such requirement to the extent it is permitted to do so by law, by the court or by the authority requiring the relevant announcement or public disclosure;
  - b) make the relevant announcement or public disclosure after consultation with the other parties so far as is reasonably practicable; and

- c) make the relevant announcement or public disclosure after taking into account all reasonable requirements of the other parties as to its form and content and the manner of its release, so far as is reasonably practicable.

### **13 FORCE MAJEURE**

- 13.1 A party shall not be liable to the other parties for failure to perform its obligations under this Agreement if that failure is caused by events beyond its reasonable control that constitute Force Majeure.
- 13.2 If a party is prevented or delayed in performing any of its obligations under this Agreement by Force Majeure, then:
  - a) it shall diligently take all reasonable steps and act in good faith at all times in order to avoid or minimise its failure caused by the Force Majeure;
  - b) promptly serve written notice on the other parties without delay, setting out the nature of the circumstances that constitute Force Majeure and stating on what date the Force Majeure took effect, how this will affect its performance of the Agreement and its actions (or proposed actions) to mitigate the effect of the Force Majeure on its performance of this Agreement.
- 13.3 If at any time during the Term SBC is prevented from performing its obligations under this Agreement due to Force Majeure for a period of at least 30 consecutive days then any Contributing Partner may terminate this Agreement with immediate effect in accordance with clause 10.3.
- 13.4 In the event of a Contributing Partner terminating this Agreement pursuant to clause 10.3, SBC shall not be liable to any of the Contributing Partners for any delay or non-performance of its obligations under this Agreement to the extent that such non-performance is due to a Force Majeure event.

### **14 DISPUTE RESOLUTION**

- 14.1 The parties shall make every reasonable effort (acting in good faith at all times) to resolve by agreement any dispute which arises between them concerning any issue relating to this Agreement.
- 14.2 If a mutually satisfactory resolution cannot be reached within ten (10) Business Days of a dispute being notified in writing by one party to the others, the parties shall comply with the following procedure:
  - a) The dispute shall be discussed at a meeting of the parties' Authorised Representatives, to be held within ten (10) Business Days of referral to them.

- b) If the dispute is not resolved within ten (10) Business Days after the above meeting, the dispute shall be referred to the chief executives of the parties (or their authorised representatives).
  - (c) If the parties' chief executives fail to resolve the dispute within ten (10) Business Days of its referral to them, any party may refer the dispute for mediation in accordance with the CEDR Model Mediation Procedure.
- 14.3 The parties shall bear their own legal costs of this dispute resolution procedure, but the costs and expenses of mediation shall be borne by the parties equally.

## **15. GENERAL**

### **15.1 Costs**

- 15.1.1 Each of the parties will pay their own costs and expenses incurred in connection with the negotiation, preparation, execution, completion and implementation of this Agreement.

### **15.2 Assignment and Other Dealings**

- 15.2.1 SBC may assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without the Contributing Partners' prior written consent.

### **15.3 Entire Agreement**

- 15.3.1 This Agreement together with any documents referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.3.2 Each party acknowledges that in entering into the Agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

### **15.4 Variation**

- 15.4.1 No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their Authorised Representatives).

## 15.5 Waiver

- 15.5.1 A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 15.5.2 A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

## 15.6 Severance

- 15.6.1 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

## 15.7 Notices

- 15.7.1 Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by first-class post or recorded delivery to the address set out at the beginning of this Agreement and addressed to the Authorised Representative.
- 15.7.2 Any notice or communication shall be deemed to have been served:
- (i) if delivered by hand, at the time the notice is left at the proper address;
  - (ii) if sent by first-class post, at 9.00 am on the second Business Day after posting;  
and
  - (iii) if sent by recorded delivery, at the time the delivery was signed for.
- 15.7.3 If a notice is served after 4.00pm on a Business Day, or on a day that is not a Business Day, it is to be treated as having been served on the next Business Day.
- 15.7.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **15.8 Third Party Rights**

15.8.1 The Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

## **15.9 Counterparts**

15.9.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original of this Agreement, but all the counterparts shall together constitute the one Agreement.

## **15.10 Governing Law**

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

## **15.11 Jurisdiction**

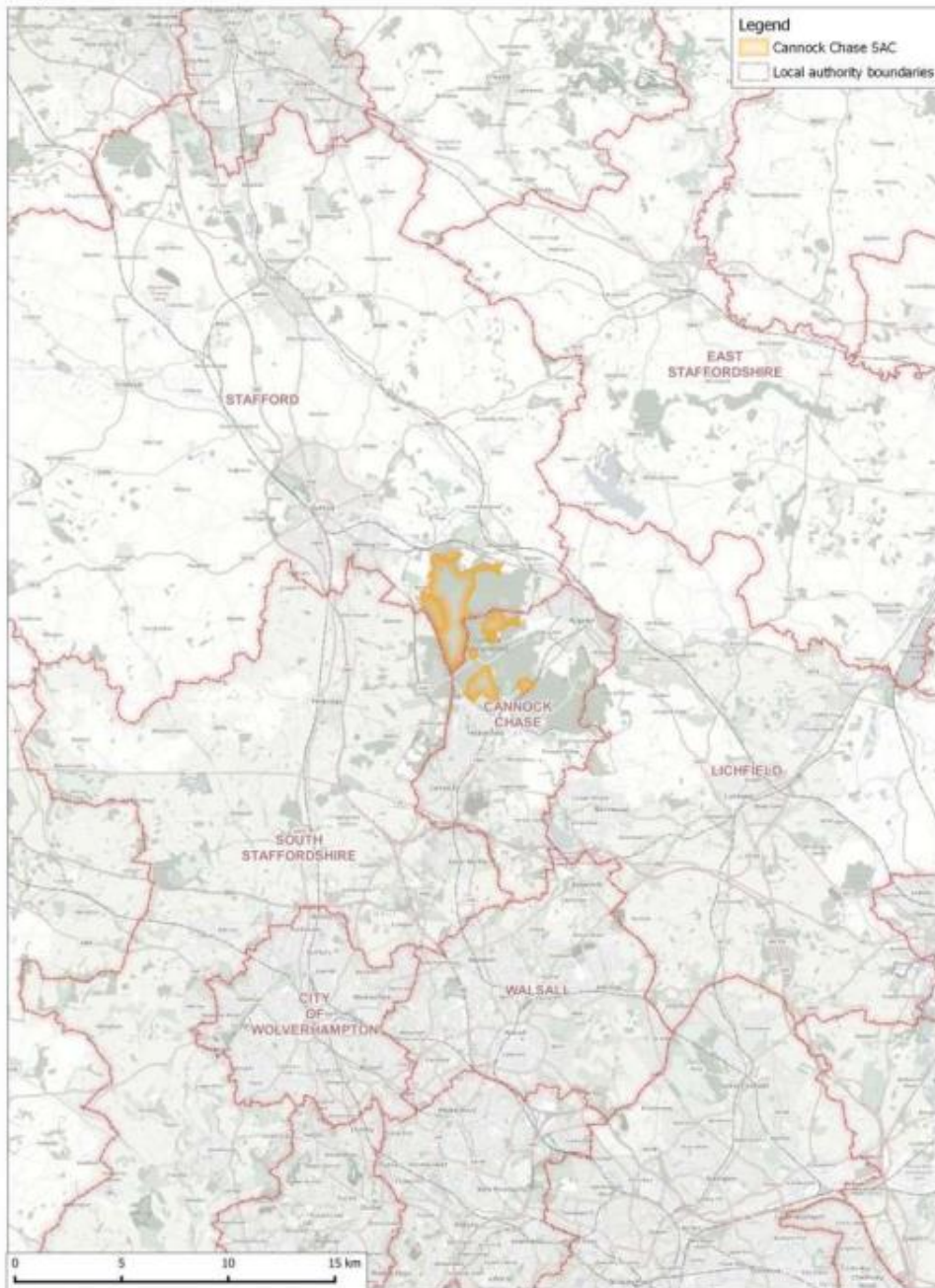
15.11.1 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

**EXECUTED** as a **DEED** and is delivered and takes effect on the date stated at the beginning of it.

# SCHEDULE 1

## Map 1: Plan of Cannock Chase SAC

Map 1: Location of the Cannock Chase SAC.

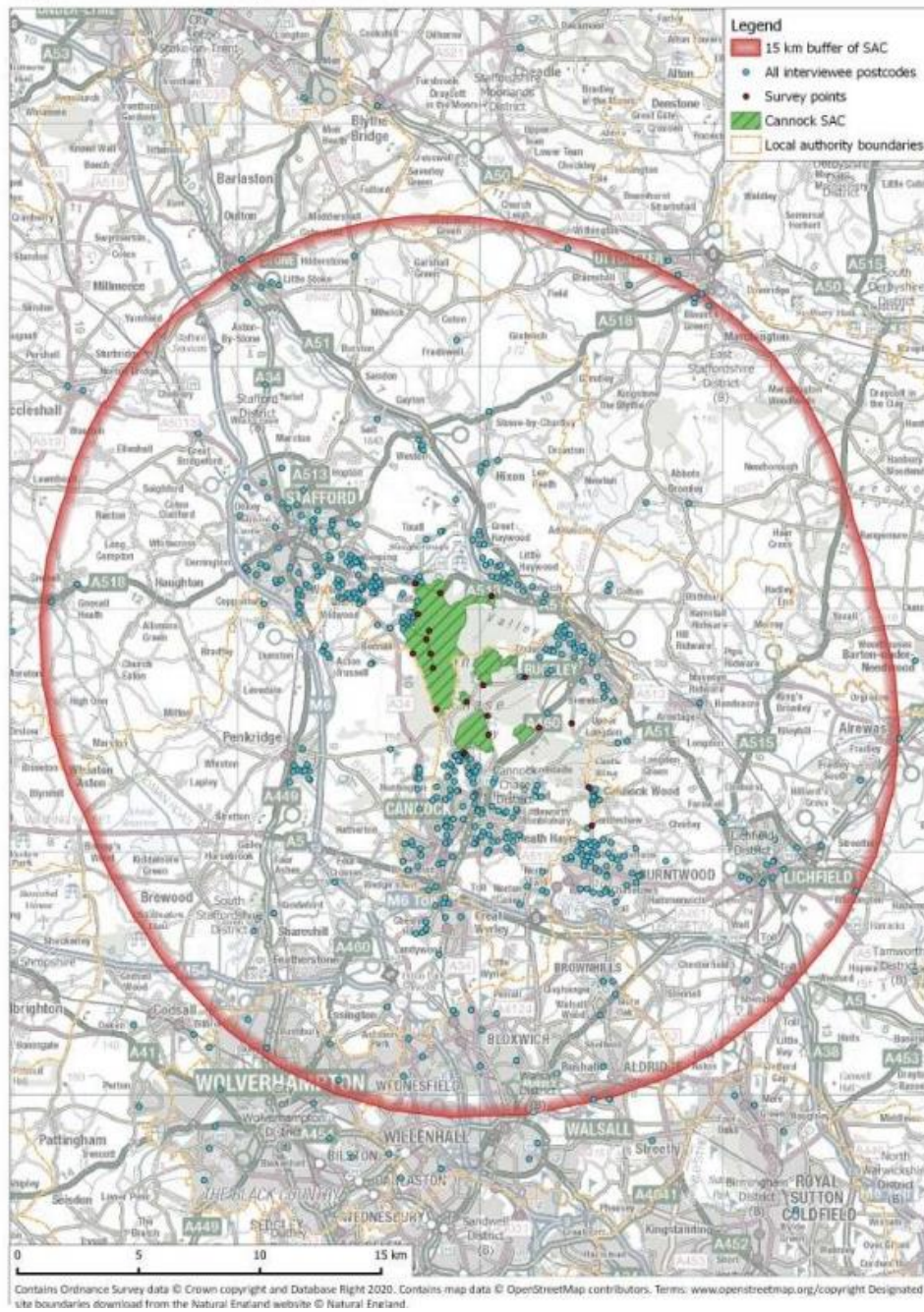


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## SCHEDULE 2

Map 2: Plan of the Cannock Chase SAC 15km Zone of Payment



## SCHEDULE 3

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### Partnership Memorandum of Understanding



Memorandum of  
Understanding.docx

By affixing the **COMMON SEAL**  
of **STAFFORD BOROUGH**  
**COUNCIL**

In the presence of:

.....  
Authorised Signatory

By affixing the **COMMON SEAL**  
of **CANNOCK CHASE DISTRICT**  
**COUNCIL**

In the presence of:

.....  
Authorised Signatory

By affixing the **COMMON SEAL**  
of **LICHFIELD DISTRICT**  
**COUNCIL**

In the presence of:

.....  
Authorised Signatory

By affixing the **COMMON SEAL**  
of **EAST STAFFORDSHIRE**  
**BOROUGH COUNCIL**

In the presence of:

.....  
Authorised Signatory

By affixing the **COMMON SEAL**  
of **SOUTH STAFFORDSHIRE**  
**DISTRICT COUNCIL**

In the presence of:

.....  
Authorised Signatory

By affixing the **COMMON SEAL**  
of **WOLVERHAMPTON CITY**  
**COUNCIL**

In the presence of:

.....

Authorised Signatory

By affixing the **COMMON SEAL**  
of **WALSALL BOROUGH**  
**COUNCIL**

In the presence of:

.....

Authorised Signatory