



Shropshire's
**GREAT
OUTDOORS**

Funding Agreement

between

Bayston Hill Parish Council

and

Shropshire Council for the Management & Maintenance of
Lyth Hill Countryside Heritage Site

PARTIES

BAYSTON HILL PARISH COUNCIL ...address(Funder)

SHROPSHIRE COUNCIL of Shirehall, Abbey Foregate, Shrewsbury, Shropshire SY2 6ND (Recipient)

BACKGROUND

(A) The Funder has agreed to pay the Funding to the Recipient to assist it in the provision of Countryside Management Services at Lyth Hill Countryside Heritage Site.

(B) This Agreement sets out the terms and conditions on which the Funding is made by the Funder to the Recipient.

AGREED TERMS

1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

Agreement: means this Funding Agreement.

Commencement Date: 1st April 2020.

EIR: means the Environmental Information Regulations 2004 (as amended from time to time)

FOIA: means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause.

Funding: the sums set out in the Schedule 2 to be paid to the Recipient in accordance with this Agreement.

Funding Period: the period for which the Funding is awarded starting on the Commencement Date and ending on 31st March 2021

Parties: the Funder and the Recipient and 'Party' shall mean either one of them.

Services: the provision of the maintenance and services of Lyth Hill Countryside Heritage site described in Schedule 1.

2. USE OF THE FUNDING

The Recipient shall use the Funding only for the delivery of the Services and in accordance with the terms and conditions set out in this Agreement. The Funding shall not be used for any other purpose without the prior written agreement of the Funder.

3. PAYMENT OF THE FUNDING

3.1

The Funder shall pay the Funding to the Recipient in one instalments in advance in accordance with Schedule 1

4. FREEDOM OF INFORMATION

The Parties acknowledge their respective duties under the FOIA and EIR and must give all reasonable

assistance to each other where appropriate or necessary to comply with such duties.

5. DATA PROTECTION

The Recipient shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply with any notification requirements under the Data Protection Act 1998 (**DPA**) and both Parties will duly observe all their obligations under the DPA, which arise in connection with this Agreement.

6. DURATION

Except where otherwise specified, the terms of this Funding Agreement shall apply from 1st April 2020 until 31st March 2021

7. WAIVER

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

8. NOTICES

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, [e-mailed,] or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered [or if e-mailed] all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

9. DISPUTE RESOLUTION

If any dispute or difference shall arise between the Parties as to the construction of this Agreement or any matter or thing of whatever nature arising under this Agreement or in connection with it then the same shall be dealt with as follows:

9.1

In the first instance a special meeting of both the Parties shall be arranged on 14 days written notice to the other Party and the matter shall be discussed and the representatives shall use their reasonable endeavours to resolve the dispute

9.2

If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Recipient's chief Executive and the Funder or other authorised officer whose details have been notified to the Recipient, with notice of the dispute and those officers shall then appoint their representative to adjudicate and use their reasonable endeavours to resolve the dispute within 21 days of receipt of such notice.

9.3

If the dispute cannot be resolved in accordance with the preceding sub-clause then it shall be referred to a single arbitrator to be agreed between the Parties and failing such agreement within 14 days of the request of one Party to the other in writing that the matter be referred to arbitration such reference shall be to a single arbitrator appointed for that purpose on the written request of either Party by the President for the time being of the Law Society of England and Wales and any reference to arbitration under this clause shall be deemed to be a reference to arbitration under this clause shall be deemed to be a

reference to arbitration within the meaning of the relevant Arbitration Acts and it is further agreed that if any matter is referred to arbitration then each Party will bear its own costs of such referral.

10.

Bayston Hill Parish Council will provide two representatives to sit on The Lyth Hill Advisory Group, which meets three times p.a. to advise Shropshire Council. An annual end of year report will be provided by the Site Manager, in October each year, or prior the Parish Councils budget setting meeting, to update the Council on work undertaken on Site, with a forward plan identifying actions/works in the following year.

11. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

AGREED by the parties through their authorised signatories

For and on behalf of
SHROPSHIRE COUNCIL

Signature: *Pete Garwood*

Print Name: *Pete Garwood*

Job Title: *Outdoor Partnership Manager*

For and on behalf of
BAYSTON PARISH COUNCIL

Signature:

Print Name:

Job Title:

SCHEDULE 1

THE SERVICES

Agreement Area

The agreement area means the Lyth Hill Countryside Heritage Site referred to as the 'Site'. Boundary map attached in Schedule 3.

Site Management Functions

The agreement includes the provision/services for the management and maintenance of the Site as set out in the agreed Management Plan.

Generally, this comprises management and improvement of key natural habitats set out below:

- Ancient semi-natural woodland supporting a range of characteristic flora and fauna, including bluebells
- Lowland acid grassland supporting a number of vascular plant species indicative of this type of grassland
- Scrub, woodland/trees and 'good' semi-improved grassland habitats especially with regard to the breeding bird assemblage and biodiversity in general
- Geological exposures and scarp slope
- The site's intrinsic appeal and value as an amenity area for quiet informal recreation

Whilst the site is managed to enhance biodiversity and heritage value, it also has an intrinsic appeal and value as an amenity area for quiet, informal recreation by the public. Therefore, Shropshire Council, through the Outdoor Partnership Team will provide as a minimum the statutory requirement set out below:

- To undertake regular site checks to comply with H&S legislation
- To undertake/oversee repairs and maintenance of the Site to ensure that the infrastructure is in such a condition as not to cause any risk to the public using the site. Shropshire Council has a common duty of care for the Health & Safety of the public
- To ensure that any designated natural and cultural heritage features are maintained in a favourable condition, specifically where works have been agreed through management grants, for example from Countryside Stewardship and Heritage Lottery
- To oversee external contractors. Shropshire Council has a responsibility to ensure that employees, contractors and volunteers are not exposed to risks to their health and safety
- To maintain any public rights of way crossing the Site
- Shropshire Council, in exercising its functions, will have regard to conserving biodiversity

Additional non-statutory provision/services provided by the Shropshire Council include:

- To develop and implement site management plans
- To maintain and improve site habitats
- To provide expert habitat advice and guidance
- To work with local communities and support volunteering activities
- To develop projects with partners and stakeholders
- To apply for grant aid to support site development

Shropshire Council will continue to provide the full range of site management and maintenance functions, both statutory and non-statutory (above), and will provide experienced and knowledgeable staff to implement the

management plan to maintain the key features and effective working relationships with partners, residents and visitors.

SCHEDULE 2

PAYMENT SCHEDULE

The funding from Bayston Hill Parish Council will be ring fenced to support the management and maintenance of Lyth Hill Countryside Heritage Site, including staff time.

Amount of Grant Payable	Date of Payment
£8656	1 st September 2020

SCHEDULE 3

