

RECEIVED 18 APR 2018
NT Dark Peak

Dated

(1) **Natural England** of 4th Floor, Foss House, Kings Pool, 1-2 Peasholme Green, York YO1 7PX ('Natural England'); and

(2) **National Trust High Peak Estate,** [REDACTED]

Deed of Agreement - under sections 7 and 13 Natural Environment and Rural Communities Act 2006

Relating to: Birchinlee Moor, High Peak Estate, Derbyshire

Term: 15 April 2018 – 30 April 2023



**Land and Outdoors: Delivering for Nature – High Peak Moors
Site Management Plan, Birchinlee Moor, January 2018**





14. Terms and Conditions

Terms and Conditions

1. Management of the Land

1.1. The Land Owner is permitted to carry out the actions described in this agreement. The Land Owner will obtain any further permissions if any, that may be necessary before carrying out any of the actions described above and ensure that any such permissions are maintained and complied with as necessary.

1.2. Natural England and the Land Owner agree to collaborate with each other for the benefit of the Land, and provide each other with regular information and communication on all aspects of the management of the Land.

1.3. For the avoidance of doubt, no funding is being provided under the terms of this Agreement, for any of the works described in it. Nor is there any obligation on the Land Owner under this agreement to carry out the works described in it.

2. Management Reviews

2.1. The Land Owner and Natural England must consult each other regularly about the management of the Land and will have an annual review meeting.

2.2. At any meeting, the Land Owner and Natural England must:

2.2.1. Review this Agreement and its operation;

2.2.2. consider the future management of the Land;

2.2.3. consider whether, in the light of the proposed future management of the Land, the Shared Outcomes could more appropriately and/or effectively be achieved, without them being compromised in any way, by the continuation of this Agreement and or any modification of it

2.3. If either the Land Owner or Natural England considers it is no longer possible or desirable to achieve the Shared Outcomes, and subject to clause 3.3.2, both parties will use their best endeavours to agree modifications of the Agreement, as appropriate.

3. Events of Default and Termination of the Agreement

3.1. The Agreement shall terminate immediately on disposal of the land by the Land Owner

3.2. If there is an event of default as described in clause 3.3, either party may end the Agreement early by giving written notice. Such notice shall state the date that the Agreement will end, which may be immediate.

3.3. An 'event of default' occurs for the purposes of clause 3.2 in any of the following circumstances:

3.3.1. if either party is in breach of any of its obligations under the Agreement. If the breach can be put right, each party will allow the other a reasonable time to do so before ending the Agreement, but if it cannot be put right either party may end the Agreement immediately;

3.3.2. if, in either party's opinion, it proves impossible, impractical or undesirable to achieve the Shared Outcomes;

3.3.3. in any event the agreement will end on 30 April 2023.

4. Land Owner's Confirmations

4.1. By signing this Agreement, the Land Owner confirms to Natural England that it has full power to enter into the Agreement on the terms set out in it and without needing to obtain anyone else's consent.

4.2. The Land Owner further confirms that it has taken and will continue to make best endeavours to ensure that all persons who have any right of management control in relation to the Land (insofar as the Land Owner has the ability or right to influence that control) and/or any rights (including rights of access stemming from any right of management control) to the Land and/or any management interest in the Land (insofar as the Land Owner has the ability or right to influence any such rights or interests) will not breach the provisions of the Agreement over the entire period of the Agreement.

5. Information

5.1. The Land Owner consents to the disclosure by Natural England to the public of any information about the Agreement to the extent necessary to enable Natural England to comply with its statutory obligations under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004.

6. Disputes

6.1. The Land Owner and Natural England commit to resolving any disputes or differences between them in relation to the Agreement or the ending of the Agreement by amicable means.

7. Meaning of certain words

7.1. 'the Land' means the whole or any part of the land included in Higher Level Stewardship Agreement AG00369343 (including all buildings, fixtures and fittings on the Land and all water on or covering the Land, whether now or at any time after the date of the Agreement);

7.2. 'Map' means the map or maps attached to the Agreement

8. Interpretation

8.1. In the Agreement:

8.1.1. the headings are used for guidance only;

8.1.2. words suggesting the singular include the plural and vice versa;

8.1.3. words suggesting any gender include both other genders;

8.1.4. save where stated to the contrary, any reference to the Agreement or to any other document includes any agreed variation, amendment or supplement to such document;

8.1.5. words preceding 'include', 'includes', 'including' and 'included' shall be construed without limitation by the words which follow those words;

8.1.6. any reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted; and

8.1.7. a reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees.

8.2. It is not intended that any third party should have the right to enforce a provision of the Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

8.3. The Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales. Subject to clause 7 (Disputes), the English courts have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Agreement.

8.4. Except where expressly provided in the Agreement, the Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of the Agreement.

Signed as a deed by ...



[SIGNATURE OF PARTY]

in the presence of:

.....

[SIGNATURE OF WITNESS]

NAME OF WITNESS:



ADDRESS OF WITNESS:

Return address:
National Trust Office
Edale End, Edale Road
Hope, Hope Valley
S33 6RF

OCCUPATION OF WITNESS:

Land Management and Conservation Adviser

EXECUTED as a Deed by)

affixing the Common Seal of)

NATURAL ENGLAND)

in the presence of)



Authorised Signatory