

# **A G R E E M E N T**

Between the Members relating to

## **THE LANDGUARD PARTNERSHIP**

for

The Development and Operation of a Strategy  
for the Management of the Landguard Peninsula, Felixstowe

Practice Director  
nplaw  
Norfolk County Council  
Martineau Lane  
Norwich  
NR1 2DH

## CONTENTS

Parties	3
Recitals	3
1. Definitions	3
2. Interpretation	4
3. Context of this Agreement	5
4. Objectives, Interests and Obligations of the Members	5
5. Financial Arrangements	6
6. Term and Termination	8
7. Freedom of Information	8
8. Indemnity and Insurance	9
9. Dispute Resolution	9
10. Rights Reserved	10
11. Rights of Third Parties	10
12. Variations	10
13. Notices	10
14. Law	10
15. Confidentiality	10
16. Force Majeure	11
17. General	11
Appendices	
A1 Plans of the Landguard Peninsula	15
A2 Geographical and Historical Background and Context of the Landguard Partnership	16
A3 Interests, Objectives and Obligations of the Members	18
A4 Membership and Roles of Groups	22

**THIS AGREEMENT** is made the                      day of                      2019

**BETWEEN**

- (1) ENGLISH HERITAGE whose East of England Regional Office is at Brooklands, 24 Brooklands Avenue, Cambridge CB1 2ET;
- (2) NATURAL ENGLAND whose head office is at 1 East Parade, Sheffield S1 2ET;
- (3) THE FELIXSTOWE HISTORY AND MUSEUM SOCIETY (Registered Charity No. 278342) OF Viewpoint Road, Felixstowe, Suffolk IP11 3TW
- (4) FELIXSTOWE TOWN COUNCIL of Town Hall, Felixstowe, Suffolk IP11 2AG;
- (5) HARWICH HAVEN AUTHORITY of Harbour House, The Quay, Harwich, Essex C012 3HH;
- (6) LANDGUARD CONSERVATION TRUST (Registered Charity No. 1094661) of The Landguard Bird Observatory, Viewpoint Road, Felixstowe, IP11 3TW;
- (8) EAST SUFFOLK COUNCIL of East Suffolk House, Riduna Park, Station Road Woodbridge, Suffolk IP12 1RT S or its statutory successor;
- (10) LANDGUARD FORT TRUST (Registered Charity No. 1044712) of Viewpoint Road, Felixstowe Suffolk IP11 3TW .

**WHEREAS**

- (A) The Members (as defined below) have different interests in an area of land to the south-west of Felixstowe known as the Landguard Peninsula, as set out in Appendix A3.
- (B) The Members have a variety of objectives with regard to the management of environmental, ecological, historical, business and tourism aspects of the Landguard Peninsula, as set out in Appendix A3.
- (C) The Members have agreed to enter into this Agreement to improve and co-ordinate the overall management of the Landguard Peninsula.
- (D) For the purposes of this Agreement only, the Members collectively shall be known as the Landguard Partnership.

**NOW IT IS HEREBY AGREED** as follows:-

**1. DEFINITIONS**

In this Agreement, except where the context otherwise implies or allows, the following words shall have the meanings given to them:-

Account                                      The bank account maintained by the Council for the purpose of the

	Partnership in accordance with Clause 5.1.1 and the other terms of this Agreement.
Confidential Information	Means, in relation to a Member, information belonging or relating to that Member, its business, affairs or activities, which information is confidential and proprietary to that Member;
The Council	East Suffolk Council or its statutory successor.
EH	English Heritage.
FHMS	The Felixstowe History and Museum Society.
Financial Year	Means each period of 12 months from 5 April (or any part thereof);
HHA	Harwich Haven Authority.
Implementation	As defined in Clause 1 of the Planning Agreement. For the avoidance of doubt it is agreed that the date of implementation was 29 <sup>th</sup> April 2008
LCT	
	Landguard Conservation Trust.
LFT	Landguard Fort Trust.
LPC	Landguard Partnership Committee.
Landguard Peninsula Contribution	As defined in Clause 1 of the Planning Agreement.
NE	Natural England.
Member(s)	A party or all or some of the parties to this Agreement.
Partnership	The Landguard Partnership consisting of all the Members.
Plan	The plan or plans attached at Appendix A1.
Representative(s)	The nominated representative of each Member or an authorised alternative.
RPI Index	General Index of Retail Prices (all items except food) published by the Office for National Statistics or any successor ministry or department.
SAM	The Landguard Scheduled Ancient Monument as shown on Plan A1.3.
Site	The Landguard Peninsula, Felixstowe, Suffolk, shown edged red on Plan A1.1.
SSSI	Site of Special Scientific Interest as shown on Plan A1.2.
Strategy	The Landguard strategy to be developed by the Members.
Town Council	Felixstowe Town Council.

## 2. INTERPRETATION

In this Agreement, except where the context otherwise implies or allows:-

- 2.1 Words importing any gender include any other gender and words in the singular include the plural and vice versa.
- 2.2 References to Clauses and Appendices are references to the Clauses of this Agreement and the Appendices hereto.
- 2.3 References to time shall mean during the period of summer time to be British Summer Time or its authorised replacement, and otherwise to be Greenwich Mean Time.
- 2.4 The clause headings shall not affect the interpretation thereof.
- 2.5 Any reference in any part of this Agreement to any Act of Parliament, Statutory Instrument, Order, Regulation, Byelaws or other subordinate legislation, or to any European Union Directive or other European Union legislation, shall be deemed to include reference to any Act of Parliament, Statutory Instrument, Order, Regulation, Byelaws or other subordinate legislation or

to any European Union Directive or other European Union legislation in so far as such European Directive or legislation is in force at the date of this Agreement or otherwise replaced by national legislation and amending or replacing the same whether enacted, made or coming into effect before or after the date of this Agreement.

- 2.6 References to this Agreement means to this written agreement including the Appendices which form part of this Agreement.
- 2.7 In the event of any inconsistency between the provisions of any Appendix hereto and the provisions of the main body of this Agreement, the latter shall prevail to the extent of the inconsistency.
- 2.8 In the event of any inconsistency between the provisions of this Agreement and the Planning Agreement, the latter shall prevail to the extent of the inconsistency.

### **3. CONTEXT OF THIS AGREEMENT**

- 3.1 The overall Site and interests of the Members are as delineated and described on Plan A1.1 and described in further detail in Appendix A3. The boundaries of the Site may, with the consent of the Members, be re-defined from time to time.
- 3.2 The background to and context of this Agreement is described in Appendix A2.
- 3.3 Additional parties may become members of the Partnership upon application subject to the written consent of all existing Members and subject to acceptance of the terms of this Agreement. The proposed new member shall be required to enter into a deed of adherence pursuant to which the proposed member agrees to be bound by all the terms of this Agreement as if it had been a signatory.
- 3.4 The Members will not subsume either the liabilities or responsibilities of the landowners but will support and encourage appropriate land management through advice and direct action.
- 3.5 For the avoidance of doubt, it is agreed that this Agreement is not intended to create (whether expressly or impliedly) a legal partnership between the Members or otherwise constitute them as partners, joint venturers or co-owners, or constitute any Member as the agent, employee or representative of the other, or empower any Member to act for, bind or otherwise create or assume any obligation on behalf of any other, and no Member shall hold itself out as having authority to do the same. Furthermore, it is not intended that the Partnership shall have a separate legal personality including, without limitation, any form of body corporate, unincorporated association, firm, partnership, joint venture, consortium, association, institution, organisation or trust.

### **4. OBJECTIVES, INTERESTS AND OBLIGATIONS OF THE MEMBERS**

- 4.1 The general obligations of all the Members under this Agreement are as follows:-
  - 4.1.1 To notify the Council of the name, address, telephone/fax numbers and e-mail details of their Representative and Representative's deputy upon completion of this Agreement and thereafter upon any changes of the Representative or deputy.
  - 4.1.2 To notify the Council promptly of any changes to their office details or principal mailing address for the purpose of this Agreement.
  - 4.1.3 To use reasonable endeavours to attend meetings of the LEG? and LPC.
  - 4.1.4 To pay agreed funds (as set out in Appendix A3) to the Council in a timely manner.

- 4.1.6 To notify the Council if contact with the media primarily in relation to a Member's business or interests impinges on the activities of the Partnership.
- 4.1.8 To consult with the Council as lead authority prior to issuing any press release relating to this Agreement and matters pertaining to the Strategy and comply with the Council's reasonable requests with regard to any proposed press release.
- 4.2 The Members have committed to work together in accordance with the mission statement and objectives as set out in Appendix A2. The individual objectives, interests and obligations of the Members are set out in Appendix A3.
- 4.3 The role and membership of each of the LPC are set out in Appendix A4.
- 4.4 No Member may assign its rights or obligations hereunder to any other party without the prior written consent of the Council acting with the consent of all Members.

## 5. **FINANCIAL ARRANGEMENTS**

- 5.1 The Council, on behalf of the Members, will:-
  - 5.1.1 open and maintain a designated interest-bearing Account to hold funds contributed by the Members for the purpose of the Partnership;
  - 5.1.2 pay financial contributions from the Members and other funding bodies into the Account;
  - 5.1.3 be responsible for the exercise of proper, day to day, financial control of the Account;
  - 5.1.4 use funds in the Account only for purposes connected with the Partnership and the Strategy in accordance with the terms of this Agreement; and
  - 5.1.5 make payments from the Account subject to the approval of the LPC.
- 5.2 The Members shall pay financial contributions, as set out in Appendix A3, to the Council, such contributions to be held in the Account.
- 5.3 The financial contributions from each Member shall become payable upon the Council notifying the Members that such financial contribution are due and payable upon this occurrence ("Payment Notification Date") and Members shall make their first contributions within one month of receipt of such notification.
- 5.4 Subsequent financial contributions shall become payable by all Members on each anniversary of the Payment Notification Date
- 5.5 the Members agree that (they) (LPC)? shall draft a non-binding, rolling 5-year budget for the implementation of the Strategy. Annual budgets will be agreed by the LPC with each Member's contribution (whether in terms of staff, finance or otherwise) being committed six months before the commencement of the relevant Financial Year.
- 5.6 The Members, either collectively or through individual organisations, may seek to raise additional funds from external sources. If income generation is insufficient in any Financial

Year to meet the targets set out in the annual budget for that Financial Year, there shall be no obligation on the Members to make up the shortfall. Where such a shortfall is not offset by additional income the annual work programme will be amended accordingly.

- 5.7 Subject to Clause 8.4, in the event of the termination or expiry of this Agreement, the funding Members will be liable to meet any net eligible costs of the Partnership (after disposal of any assets) in the same proportion as their contribution to the Account in the Financial Year immediately prior to termination.
- 5.8 Where the employment of any personnel in the specific management of the Site on behalf of the Partnership is to be reimbursed out of monies held in the Account, the job description and contract term of such employee shall be disclosed to the (LPC) PROVIDED THAT:
- 5.8.1 such an employee shall be employed by one of the Members (“the employing Member”);
- 5.8.2 the terms of employment shall be those of the employing Member; and
- 5.8.3 the employing Member shall be fully responsible for payment of tax and NI contributions and all statutory compliance in respect of the employment of the employee.
- 5.9 Subject to Clause 8.4, upon termination of the employment of any personnel employed pursuant to Clause 5.8 (including redundancy), the Members agree that, insofar as any employment costs are not covered by funds held in the Account, they will each contribute a share of the uncovered costs in the same proportion as their contribution to the Account in the Financial Year prior to termination of such employment and will each indemnify the employing Member in respect thereof to the extent of their proportionate share provided that the employing Member has acted reasonably in incurring the liability. The indemnity will exclude any liability arising from any claim by the employee against the employing Member in connection with any form of unfair or constructive dismissal.
- 5.10 In the event of the termination of this Agreement, surplus funds (if any) held in the Account following payment of termination of employment costs as described in Clause 5.9 above (if any) and other liabilities arising from this Agreement (if any) shall at the sole discretion of the Council either be paid to a legally constituted body for the on-going management of the Site or, in the event that no such body exists, redistributed proportionately to the funding Members
- 5.11 Subject to the prior minuted agreement of the LPC, assets solely connected with development and on-going management of the Strategy may be purchased by a Member. Subject to receipt of valid receipts, the costs of such purchases will be reimbursed by the Council to the purchasing Member from funds held in the Account. Upon termination of this Agreement, the purchasing Member will either transfer such assets to the successor body responsible for on-going management of the Site, or sell such assets at market value, the proceeds of any such sale to be passed to the Council for payment into the Account.
- 5.12 Sums stated to be or become payable within this Agreement shall be increased by reference to the RPI Index calculated from the date hereof to the date of payment PROVIDED THAT if the reference base used to compile the RPI Index changes after the date of this Agreement but before payment of any sum stated herein, the figure taken to be shown in the RPI Index after the change is to be the figure that would have been shown in the RPI Index if the reference base current at the date of this Agreement had been retained.

## 6. **TERM AND TERMINATION**

- 6.1 This Agreement shall commence at the date hereof.

- 6.2 Subject to prior termination in accordance with the terms of this clause, this Agreement shall subsist for a period of 5 years from the date of Implementation. It may be renewed for a further 5-year period subject to the agreement of all Members.
- 6.3 Any Member shall cease to be a party to this Agreement in the event that it ceases to have an interest in the Site as set out in Recitals (A) and (B) above.
- 6.4 Any Member shall be deemed to have terminated its participation in this Agreement if it fails to comply with its obligations hereunder and may terminate its participation in this Agreement upon giving two months' written notice to the Council (and the Council shall promptly notify the other Members in writing). Financial contributions paid or payable by any terminating Member during the Financial Year of termination shall be non-refundable in whole or in part.
- 6.5 This Agreement will terminate forthwith upon the passing of a resolution by the majority of the Members represented at a meeting called for that purpose.
- 6.6 Provisions of this Agreement which are either expressed to survive its expiry or termination or from their nature or context it is contemplated that they are to survive such termination, shall remain in full force and effect notwithstanding such expiry or termination.

## **7. FREEDOM OF INFORMATION**

- 7.1 Public bodies are subject to the Freedom of Information Act 2000 ("FOIA"). As part of their duties under FOIA, those Members that are public bodies may be required to disclose certain information forming part of this Agreement or other matters pertaining to the Strategy to anyone who makes a request for such information.
- 7.2 Any Member in receipt of a request for disclosure of information described in Clause 7.1 above shall:
- 7.2.1 notify the other Members of the request for disclosure as soon as practicable;
  - 7.2.2 provide the other Members with a copy of all information that the Member intends to disclose in compliance with any request for information within ten working days of receipt of the request for information;
  - 7.2.3 consult with the Members as to the existence or otherwise of any exemptions which might apply to the information (whether in whole or in part) which is the subject of a request; and
  - 7.2.4 where it is determined by the Member that a relevant exemption does apply, notify the other Members of any dispute or further process taken by an applicant in relation to the exempted information.
- 7.3 Nothing in this Clause 7 shall apply to information which is publicly available (other than where it is made available as a result of a breach of this Agreement).

## **8. INDEMNITY AND INSURANCE**

- 8.1 Each Member shall indemnify each of the other Members from and against any and all liabilities, claims, demands, proceedings, damages, costs, losses, charges and expenses suffered by any or all of the other Members resulting from a breach by that Member (or arising out of any act, default or negligence of that Member, its employees or agents) of its obligations under this Agreement.



- 8.2 Unless exempted by statute but without thereby limiting that Member's liability as employer, each Member shall ensure that where applicable its employer's liability insurance fully covers the involvement of its organisation, employees and volunteers in connection with its activities and obligations under this Agreement.
- 8.3 All representations, warranties, undertakings, covenants, agreements and obligations made, given or entered into in this Agreement by the Members are made, given or entered into by each of the Members severally in relation only to itself and the liability of each such Member in respect of any breach of any such representation, warranty, undertaking, covenant, agreement or obligation shall extend only to any loss or damage arising from its own breach.
- 8.4 Members shall not have any liability under this Agreement (whether a liability to make a contribution, whether in or caused by contract, tort (including negligence), indemnity, breach of statutory duty or otherwise). Nothing in this clause or otherwise in this Agreement shall exclude or limit Members liability for fraud or for any liability to the extent the same may not be excluded or limited as a matter of law.

## 9. **DISPUTE RESOLUTION**

- 9.1 Subject to Clause 9.5, any grievance, dispute or problem arising from this Agreement shall in the first instance be put in writing by the relevant Member's Representative and sent to the District Council's Representative.
- 9.2 Any Member with any such grievance, dispute or problem shall agree to enter into good faith negotiations with the other Members to resolve the matter amicably with the aim of maintaining the integrity of this Agreement and the Partnership. The Council's Representative will act as co-ordinator of and chair any such negotiations except where the complaint is against the Council
- 9.3 . Where the complaint is against the Council, or if (in other cases) the Council's Representative is unable or unwilling to resolve the grievance, dispute or problem the matter may, with the consent of the party presenting the grievance, dispute or problem be discussed at the next appropriate meeting of the LPC
- 9.4 Subject to Clause 9.5, if any dispute shall arise between any Member concerning the construction, interpretation or application of any of the provisions of this Agreement, whether during the continuance of this Agreement or after the termination or expiry thereof by whatever cause, such dispute shall be referred to the arbitration of a single arbiter to be appointed by the President for the time being of the Law Society of England and Wales and the parties hereto agree to be bound by the terms of such arbitration. The provisions of the Arbitration Act 1996 shall apply and the seat of arbitration shall be within the statutory area of the District Council. The costs of such arbitration may be awarded at the discretion of the arbitrator.

9.5

## 10. **RIGHTS RESERVED**

- 10.1 All rights, powers, duties and functions which the Council has as local authority or which Councils' Officers has as Local Authority Officer are expressly reserved.

## 11. **RIGHTS OF THIRD PARTIES**

- 11.1 Notwithstanding any other provision of this Agreement nothing in this Agreement confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.

12. **VARIATIONS**

- 12.1 No variation, addition, deletion or modification to this Agreement shall be valid unless agreed in writing between all the Members.

13. **NOTICES**

- 13.1 Any notices to be given or received under this Agreement shall be validly given if in writing and sent to the relevant Member's Representative at the address given above for each Member. The Representative of each Member shall promptly notify the council's Representative of a change of address of that Member.

14. **LAW**

- 14.1 The formation of this Agreement and all matters, disputes or claims arising under or in connection with it shall be governed by English law.

15. **CONFIDENTIALITY**

- 15.1 Each of the Members acknowledges that, whether in the course of execution and performance of this Agreement or otherwise, it has and will receive or become aware of Confidential Information of the other Members. Each Member will keep all Confidential Information of the other Members confidential, secure and protected against theft, damage, loss or unauthorised access, and will not at any time without the prior written consent of the disclosing Member(s) use or disclose any of the disclosing Member's Confidential Information other than for the sole purpose of the performance of its obligations and the exercise of its rights under this Agreement. Each Member shall ensure that its respective employees, agents and contractors to whom Confidential Information of any of the other Members is disclosed are made aware of its confidentiality obligations and agree to be bound by them.

- 15.2 The obligations imposed by this Clause 15 shall survive the expiry or termination of this Agreement but shall not apply to any Confidential Information to the extent to which it:

15.2.1 at the time it is received is in the public domain, or subsequently comes into the public domain through no fault of the recipient, its employees, agents or contractors;

15.2.2 is lawfully received by the recipient from a third party on an unrestricted basis;

15.2.3 is already known to the recipient before receipt from the discloser;

15.2.4 is independently developed by the recipient or its employees, agents or contractors; or

15.2.5 is required by law, regulation or order of a competent authority or a recognised stock exchange or government department or agency to be disclosed by the recipient provided that the disclosing party is given reasonable advance notice of the intended disclosure and a reasonable opportunity to challenge the same.

16. **FORCE MAJEURE**

- 16.1 No Member shall be liable for any loss or damage suffered or incurred by the other Members arising from a Member's delay in performing or failure to perform its obligations under this Agreement to the extent that and for so long as such delay or failure results from any cause or circumstances whatsoever beyond the affected Member's reasonable control (hereinafter, "event of force majeure"), provided the same arises without the fault or negligence of the affected Member and the affected Member notifies the other Members within five working days of becoming aware of the same of such event of force majeure and the manner and extent to which

its obligations are likely to be prevented or delayed.

16.2 If any event of force majeure occurs, the date(s) for performance of the obligations (s) affected shall be postponed for so long as is made necessary by the event of force majeure.

16.3 Each Member shall use its reasonable endeavours to minimise the effect of any event of force majeure.

17. **GENERAL**

17.1 The failure of any Member to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that Member's right later to enforce or to exercise it.

17.2 If any term of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.

17.3 This Agreement contains all the terms agreed between the Members regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the Members, whether oral or in writing. No condition, warranty, term, representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the Members prior to this Agreement except as expressly stated in this Agreement. No Member shall have any remedy in respect of any untrue statement made by any other upon which that Member relied in entering into this Agreement (unless such untrue statement was made fraudulently) and that Member's remedies shall be for breach of contract as provided in this Agreement.

17.4 This Agreement is a Deed and shall be construed as such.

IN WITNESS whereof each Member has caused this Agreement to be executed as a Deed the day and year first before written

The Common Seal of )  
)  
**ENGLISH HERITAGE** )  
was hereunto affixed in the presence )  
of:- )

Authorised signatory

The Common Seal of )  
**NATURAL ENGLAND** was affixed )  
hereto in the presence of:- )

Authorised officer

Executed as a Deed for and on behalf of ) [Signature]

**THE FELIXSTOWE HISTORY** ) [Name in caps]  
**AND MUSEUM SOCIETY** ) [Position]  
in the presence of:-

W Signature  
I Name  
T Address  
N  
E  
S  
S Occupation

Executed as a Deed for and on behalf of ) [Signature]  
**FELIXSTOWE TOWN COUNCIL** ) [Name in caps]  
in the presence of:- ) [Position]

W Signature  
I Name  
T Address  
N  
E  
S  
S Occupation

Executed as a Deed for and on behalf of ) [Signature]  
**HARWICH HAVEN AUTHORITY** ) [Name in caps]  
in the presence of:- ) [Position]

W Signature  
I Name  
T Address  
N  
E  
S  
S Occupation

Executed as a Deed for and on behalf of ) [Signature]  
**LANDGUARD CONSERVATION** ) [Name in caps]  
**TRUST** in the presence of:- ) [Position]

W Signature  
I Name  
T Address  
N  
E  
S  
S Occupation

The Common Seal of )  
**EAST SUFFOLK** )  
**COUNCIL** was affixed hereto in the )  
presence of:- )

Authorised officer

Authorised officer

**LANDGUARD FORT TRUST** ) [Name in caps]  
in the presence of:- ) [Position]

**W** Signature  
**I** Name  
**T** Address  
**N**  
**E**  
**S**  
**S** Occupation

## APPENDICES

- A1 Plans of the Landguard Peninsula
  - A1.1 The Site
  - A1.2 Site of Specific Scientific Interest
  - A1.3 Landguard Scheduled Ancient Monument
  - A1.4 Landguard Nature Reserve
  
- A2 Geographical and Historical Background and Context of the Landguard Partnership
  
- A3 Interests, Objectives and Obligations of the Members
  - A3.1 English Heritage
  - A3.2 Natural England
  - A3.3 Felixstowe History and Museum Society
  - A3.4 Felixstowe Town Council
  - A3.5 Harwich Haven Authority
  - A3.6 Landguard Conservation Trust
  
  - A3.8 East Suffolk Council
  
  - A3.10 Landguard Fort Trust
  
- A4 Membership and Roles of Groups
  - A4.1 Landguard Partnership Committee

APPENDIX A1

Plan of the Landguard Peninsula and Identification of Members' Interests (A1.1) (New Plan)

Plan of Landguard Site of Special Scientific Interest (A1.2)

Plan of Landguard Scheduled Ancient Monument (A1.3)

Plan of Landguard Nature Reserve (A.1.4)

## APPENDIX A2

### Geographical and Historical Background and Context of the Landguard Partnership

#### A2.1 Site Description

A2.1.1 The Landguard Peninsula covers an area of 46 ha (114 acres) of which 31 ha (77 acres) is designated as a Site of Special Scientific Interest. 25 ha (62 acres) of the SSSI is managed as a Local Nature Reserve. The Landguard Fort and much of the open land covering some 34.9 ha (86 acres) is scheduled as an Ancient Monument. A Museum is housed within the Ravelin Block part of the Ancient Monument adjacent to the Fort and another part is managed as a Bird Observatory carrying out the scientific study of bird migration. Landguard Fort is managed under agreement between English Heritage and the Landguard Fort Trust and is open to the public on a regular basis from spring to autumn each year. The Countryside and Rights of Way Act (2000) conferred additional responsibilities on local authority landowners in respect of the protection and enhancement of SSSIs.

A2.1.2 The peninsula is highly valued as a local recreational amenity and market research indicates that it attracts over 500,000 visitors each year. Many people visit the John Bradfield Viewing Area which overlooks the Port of Felixstowe and the mouth of the Orwell Estuary to watch the shipping and port-related activities.

#### A2.2 Context of the Landguard Partnership

A2.2.1 The Partnership will help to co-ordinate the management of land owned by the Partners and others as shown on the map at Appendix A1.1.

A2.2.2

#### A2.3 Mission Statement

A2.3.1 **“The Partnership will aim to ensure that the Landguard Peninsula is managed in a sustainable manner that contributes to the environmental conservation, cultural heritage, educational resources and economic prosperity of the area and adds to the quality of life and enjoyment of the local community and visitors.”**

A2.3.2 The Partnership will promote a sustainable approach through the following objectives:-

- Adopting a Strategy which recognises and protects the special qualities of the peninsula.
- Helping the visiting public to enjoy and appreciate the peninsula.
- Protecting and enhancing the landscape, biodiversity and cultural heritage through positive management.
- Supporting socio-economic activities that sustain the quality of the environment.
- Monitoring any change of factors that influence the special qualities of the peninsula.
- Enabling community involvement in implementing the Strategy.

#### A2.4 Steering Arrangements

A2.4.1 The Partnership will operate under the guidance of the **Landguard Partnership Committee** – see Appendix A4.1.



## APPENDIX A3

### INTERESTS, OBJECTIVES AND OBLIGATIONS OF THE MEMBERS

#### A3.1 English Heritage

A3.1.1 English Heritage's interest in the Site is as:-

- Statutory manager of those parts numbered 1, 2 and 3 on Plan A1.1 under a Direction made under s.34 of the National Heritage Act 1983.

A3.1.2 English Heritage's objectives relating to the Site are:-

- To conserve the outer military defences and their associated defence works landscape.
- To increase physical and intellectual access to the nationally important fortifications represented on Landguard Peninsula.
- To make the present uses to which the military defences are put fully sustainable and to find sustainable functions where there are none.

A3.1.3 English Heritage will:-

- Be responsible for the maintenance of the area under its control
- Consider making financial contributions to support specific management activities
- Make 'in kind' contributions by maintaining management agreements with the Felixstowe History and Museum Society, Landguard Conservation Trust and the Landguard Fort Trust so far as is consistent with EH statutory and corporate policy from time to time.
- Provide Estates & Landscape management expertise for specific projects.

#### A3.2 Natural England

A3.2.1 Natural England's interest in the Site is as statutory adviser on nature conservation.

A3.2.2 Natural England's objectives relating to the Site are:-

Overall objective: to maintain in favourable condition the interest features for which Landguard Common SSSI is notified.

- Associated/sub-objectives:
  - To maintain the overall integrity of the Site.
  - To maintain the full range of semi-natural communities.
  - To provide suitable conditions for natural regeneration and protect sensitive communities from disturbance.
  - To maintain populations of nationally rare and scarce plants, birds and invertebrates.
  - To maintain and where appropriate enhance the populations of plants and animals typical of these habitats.

A3.2.3 Natural England will consider making financial contributions to support specific management activities on an annual basis.

#### A3.3 Felixstowe History and Museum Society

A3.3.1 FHMS's interest in the Site is as:-

- Holder of a licence with English Heritage of that part numbered 2 on Plan A1.1.

A3.3.2 FHMS's objectives relating to the Site are:-

- To consolidate and extend the range of artefacts in the Museum
- To expand the types of exhibits to include topics not at present covered by this Museum or other Museums
- To obtain additional documentary evidence on the history of Felixstowe and the surrounding district.
- To catalogue all the information.

#### A3.4 Felixstowe Town Council

A3.4.1 The Town Council's interest in the Site is as:-

- A democratically elected body representing the local community.

A3.4.2 The Town Council's objectives relating to the Site are:-

- To ensure that the needs of the local community are recognised and acknowledged.
- .
- To ensure the involvement of local democratically elected representatives in issues concerning Landguard.
- .

A3.4.3 The Town Council will:-

- .
- Endeavour to pay £1,000 to the Account as its annual contribution .
- Make the following 'in kind' contribution – provision of meeting facilities for the Partnership.

A3.5 Harwich Haven Authority

A3.5.1 HHA's interest in the Site is as:-

- Freehold owner of that part numbered 4 on Plan A1.1.

A3.5.2 HHA's objectives relating to the Site are:-

- To maintain the integrity of the Landguard groyne structure.
- To operate the existing radar, radio communications and weather recording facilities and continue to review requirements.
- .
- To manage the conservation interests of its land, whilst also improving public access where feasible.

A3.5.3 HHA will:-

- Make the following 'in kind' contribution – continue to make available the Landguard Bungalow and associated buildings for appropriate Landguard management uses. Subject to technical assessment, it will support the re-use of sand and gravel which accumulates on its property in flood defence and other site management works on the peninsula.

A3.6 Landguard Conservation Trust

A3.6.1 LCT's interest in the Site is as:-

- Holder of a licence with English Heritage of that part numbered 3 on Plan A1.1.

A3.6.2 LCT's objectives relating to the Site are:-

- Monitor bird (and other wildlife) populations and migration through Landguard Peninsula.
- Establish the Landguard Bird Observatory as a centre of excellence for the study of migration.
- Provide interpretation and education about migration as well as training for ringers.

A3.6.3 LCT will:-

- Make the following 'in kind' contributions -
  - (i) monitor and report annually on various groups of wildlife on the peninsula;
  - (ii) offer advice on all aspects of the management plan for the peninsula in line with its expertise; and
  - (iii)

A3.8 East Suffolk Council

A3.8.1 The Council's interest in the Site is as:-

- Freehold owner of that part numbered 7 on Plan A1.1.
- Leasehold owner of that part numbered 6 on Plan A1.1.
- Local planning authority for part of the county of Suffolk that includes the Site.

A3.8.2 The Council's objectives relating to the Site are:-

- To support the continued management of the designated Local Nature Reserve and maintain the SSSI in favourable condition.
- To provide opportunities and facilities for appropriate forms and levels of recreation.
- To ensure that any development does not compromise the environmental/historical interests.
- To promote more sustainable means of access to the peninsula.
- 
- To control litter and fly tipping.

A3.8.3 The Council will:-

- Act as “lead authority” for the purposes of this Agreement.
- Maintain a designated, interest-bearing account for the receipt and payment of funds for the benefit of the Partnership and the Site.

A3.8.4 East Suffolk Council will make the following “in kind “contributions

- (i) pay the net income it collects from the car parks at Languard Point and land leased from the Port of Felixstowe in perpetuity to the Partnership or its successor organisations which continue to manage the heritage and nature assets at the Site.
- (ii) Pay the net income derived from the Café at the Site to the Partnership

A3.10 Landguard Fort Trust

A3.10.1 Landguard Fort Trust’s interest in the Site is as:-

- Holder of a Local Management Agreement with English Heritage to undertake the day to day care and management of that part numbered 1 on Plan A1.1.

A3.10.2 Landguard Fort Trust’s objectives relating to the Site are:-

- To act as the agent of English Heritage in opening Landguard Fort to the public and levying an entrance charge.
- To advance the education of the public about:
  - (i) the role of Landguard Fort as a building of great historical and educational interest in the defence of the realm; and
  - (ii) the ways in which the inhabitants of Landguard Fort lived their daily lives.
- To design, implement and manage a development plan for the property.
- To develop retail facilities and an annual programme of special events at the site to raise such funds as are necessary to meet the trust’s obligations under the agreement with English Heritage.

A3.10.3 The Landguard Fort Trust will:-

- Make the following ‘in kind’ contributions:
  - (i) provide meeting and event facilities for the Partnership;
  - (ii) contribute to the functioning of the Partnership working groups;
  - (iii) provide expertise, where appropriate, to assist with the development and implementation of a management plan for the peninsula; and
  - (iv) promote the Partnership, where appropriate, in its general advertising.

## APPENDIX A4

### MEMBERSHIP AND ROLE OF LANDGUARD PARTNERSHIP COMMITTEE

#### A4.1 Landguard Partnership Committee

A4.1.1 The LPC is responsible for monitoring and reviewing the Strategy and providing a forum for the co-ordination and implementation of management objectives and allowing the development of new policies and projects to meet changing circumstances. The membership and terms of reference of the LPC are set out below.

A4.1.2 The LPC will agree policy and Member initiatives in the context of a Strategy.

A4.1.3 The main objectives of the LPC are:-

- To agree an annual business plan and budget in respect of all Partnership initiatives.
- To consider policy issues where appropriate.
- To co-ordinate the management of the Site with other local initiatives relating to for example town centre development, resort regeneration and transport.
- To recognise the importance of and support volunteers working to achieve the management of the range of interests on the Site.
- To take account of the views of local communities and wherever possible encourage their involvement in achieving the objectives of the Strategy.

A4.1.4 The role of the LPC is:-

- To approve, monitor and review a 5-year Strategy.
- To promote the Strategy and the achievements of the Partnership both within Members and more widely.
- To provide a forum for discussion and information exchange between all Members.
- To consider and influence policy issues relating to the Site and encourage appropriate actions by other non-partnership organisations.
- To receive reports on the implementation of the Strategy to ensure it is meeting the needs of the funding Members.

A4.1.5 The LPC will meet three times per year. Additional meetings may be called if deemed necessary by a Member(s). If required any Member(s) can request an extraordinary meeting is convened such a meeting to be decided by the Chair at their discretion. If an extraordinary meeting is not approved by the Chair then such a meeting can be convened provided the majority of Members agree to extraordinary meeting.

A4.1.6 Members may set up sub groups of the LPC to discuss and deal with specific issues and matters that arise in connection with Partnership business such sub group to report back to the LPC who will make a decision on matters brought before it by the sub group

A4.1.7 Each Member may be represented by an elected member or senior officer (or the authorised representative of either) with an attending officer in support.

A4.1.8 The LPC may invite other representatives of either partnership bodies or other organisations where there are issues to be considered that could impact on the management of the Site.

A4.1.9 The Chair and Vice Chair of the LPC will be elected by the Members for a 3 year period. It will be possible for the chair and Vice Chair to stand for further periods of 3 years.

A4.1.10 The following bodies will be represented on the LPC:

English Heritage	Natural England
Felixstowe History and Museum Society	Landguard Fort Trust
Felixstowe Town Council	
Harwich Haven Authority	East Suffolk Council
Landguard Conservation Trust	

A4.1.11 Notices of LPC meetings together with an Agenda will be circulated by the Chair to Members a minimum of 14 days before the meeting.

A4.1.12 Each Member represented at a meeting shall be entitled to one vote. Decisions shall be made by simple majority of votes. In the event of a tied vote, the Chair (or, in his absence, the Vice Chair) shall have a casting vote.

A4.1.13 The LPC may at the discretion of the Chair invite non-members to attend specific LPC meetings if required in a non-voting capacity