

**DATED**

**23<sup>rd</sup> June 2021**

**WILDER COMMUNITIES PROJECT  
LANDOWNER AGREEMENT**

**BETWEEN**

**WARWICKSHIRE WILDLIFE TRUST**

**AND**

**TYSOE PARISH COUNCIL**

**Relating to habitat improvement works at Upper Tysoe village green spaces**

**THIS AGREEMENT** is dated

23<sup>rd</sup> June 2021

## **PARTIES**

This Agreement is made between:

1. Warwickshire Wildlife Trust of Brandon Marsh Nature Centre, Brandon Lane, Coventry, CV3 3GW, Registered Charity Number 209200 (**'the Trust'**); and
2. Tysoe Parish Council, Upper Tysoe, Warwick CV35 0TP (**'the Land Owner'**)

## **AGREED TERMS**

### **1. Definitions and Interpretation**

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

**Agreement Period** means the period commencing from the date of this Agreement and expiring no earlier than 31<sup>st</sup> March 2025.

**Completion** means the date on which is agreed by the Parties that the Works have been completed in accordance with Schedule 2.

**Grant** means the funding received by the Trust from Severn Trent in respect of the incurred costs for the Works.

**Property** means the land as shown edged red on the plan at Schedule 1.

**Works** means the hedgerow creation, as further described in Schedule 2.

**Works Commencement Date** means the anticipated date on which Works will begin, as indicated in Schedule 2, subject to receipt of confirmation of the Grant.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 Reference to any party is a reference to a party to this Agreement, and includes reference to that party's successors in title, heirs, personal representatives and permitted assignees.

- 1.4 Reference to one gender refers to all genders; reference to the singular includes the plural and vice versa.
- 1.5 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

## **2. Agreement**

- 2.1 This Agreement shall commence on the date of this Agreement and shall continue in force for the Agreement Period. The habitat created or enhanced through this fund must be maintained until at least 31<sup>st</sup> March 2025.
- 2.2 It is a condition precedent of this Agreement that the Trust receives a grant notification letter from Severn Trent confirming that the Grant shall be paid to the Trust in respect of the Works. For the avoidance of doubt, any work carried out by the Land Owner prior to receiving such confirmation is carried out at the Land Owner's own risk.
- 2.3 It is a condition precedent of this Agreement that the Land Owner shall prove title to the Property within 10 days of the date of this Agreement.
- 2.4 On approval of the works by the Land Owner, the Trust agrees to carry out the Works at the Property and the Land Owner hereby grants to the Trust (including its agents, employees and contractors) the right to access the Property for the purposes described in this Agreement.

## **3. Land Owner's Obligations**

- 3.1 The Land Owner shall permit the Trust, its agents, employees or contractors, access to the Property at reasonable times and on reasonable notice during the Agreement Period to carry out the Works and to inspect the Property and the Ongoing Management. The Land Owner shall make the Trust, its agents, employees or contractors accessing the Property aware of any particular risks or dangers associated with such access, including the whereabouts of any services, utilities or cabling located on the Property.
- 3.2 The Land Owner shall carry out the Ongoing Management requirements as set out in Schedule 3 from the date of completion of the Works and for the duration of the Agreement Period.

- 3.3 The Land Owner shall notify the Trust of any alternative funding, stewardship scheme, grant, or other beneficial arrangement affecting the Property and in place at the date of this Agreement or at any point during the Agreement Period. It is acknowledged that any such arrangement may impact on the availability of Severn Trent support and Grant for the Project and the Land Owner shall reimburse the Trust for any losses it suffers as a result of such additional arrangement.
- 3.5 The Land Owner shall not charge or make any additions or alterations to the Property during the Agreement Period without the consent of the Trust.
- 3.6 The Land Owner agrees that if it fails to comply with the obligations, duties and conditions of this Agreement or assigns, transfers, sells or otherwise fails to possess title to the Property, such that the Trust is unable to claim by way of Grant costs it has incurred or is liable to repay such sums to Severn Trent, it shall indemnify the Trust against such losses.
- 3.7 The Land Owner shall perform its obligations under this Agreement in accordance with all applicable laws, statutes, regulations and codes from time to time in force and shall provide reasonable assistance to the Trust in obtaining any necessary consents, licences and permissions (statutory, regulatory, contractual or otherwise) that are necessary to enable it to carry out the Works.

#### **4. Trust's Obligations**

- 4.1 The Trust (which shall include its employees, agents or contractors) shall arrange for the Works to be carried out at the Property and, subject to approval of the proposed works by the Land Owner, the Trust shall fund the cost of the Works.
- 4.2 The Trust shall obtain any necessary consents, licences and permissions (statutory, regulatory, contractual or otherwise) that are necessary to enable it to carry out the Works.
- 4.3 The Trust shall (or, as applicable, shall ensure its contractor shall) whilst carrying out the Works take out and maintain with reputable insurers a policy or policies of insurance providing as a minimum the following levels of cover:
  - a. public liability insurance with a limit of indemnity of not less than two million pounds (£2,000,000) in relation to any one claim or series of claims.

4.4 The Trust shall perform its obligations under this Agreement in accordance with all applicable laws, statutes, regulations and codes from time to time in force.

## **5. Grant**

5.1 For the avoidance of doubt, the Grant shall be retained by the Trust to repay sums it incurs in funding the cost of Works.

## **6. Liability**

- 6.1 Nothing in this agreement shall limit or exclude a party's liability:
- a. for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
  - b. for fraud or fraudulent misrepresentation;
  - c. for breach of any obligation as to title or quiet possession implied by statute; or
  - d. for any other act, omission, or liability which may not be limited or excluded by law.
- 6.2 No party shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with this Agreement.
- 6.3 A party's total liability to the other, unless otherwise specified, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement, for damage to property caused by its negligence shall be limited to the total cost of the Works.

## **7. Publicity and Confidentiality**

- 7.1 It is agreed that the Trust may, if required, share details of this Agreement with its partners and / or Severn Trent.
- 7.2 It is acknowledged that receipt of any Grant may be conditional upon fulfilment of certain publicity obligations. The Land Owner shall provide reasonable assistance to the Trust in complying with its publicity obligations, including granting access to the Property for the purpose of such publicity.

## **8. Third party rights**

- 8.1 It is expressly acknowledged that Severn Trent has the right to enforce rights and interests under this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999.

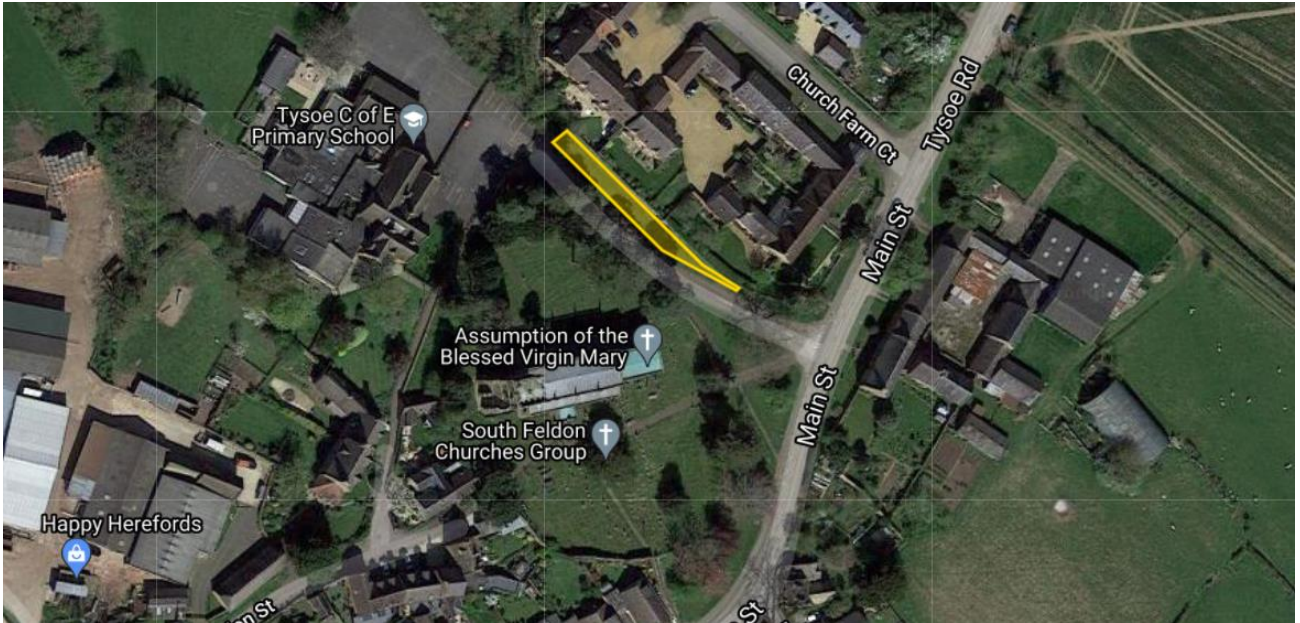
## **9. Governing law**

- 9.1 This Licence 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.

## **10. Jurisdiction**

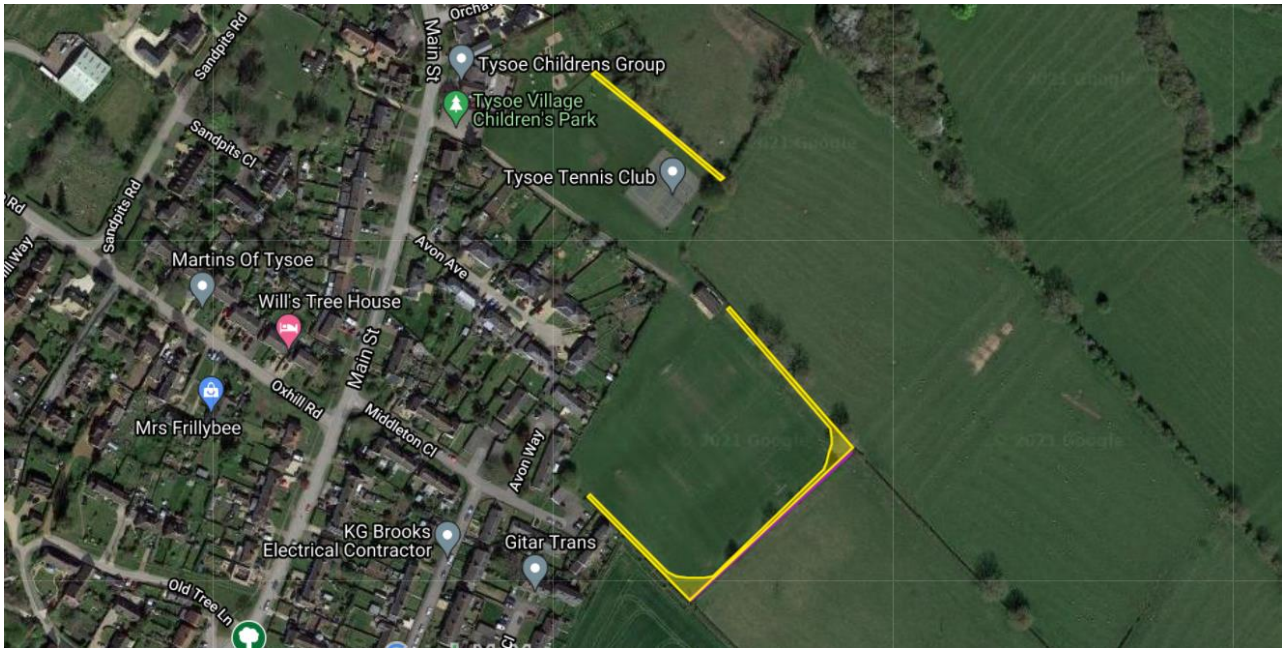
- 10.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Licence or its subject matter or formation.

**SCHEDULE ONE**  
**PROPERTY PLAN**



**Meadow patch on bank:**

- Suggested mix - a summer flowering pollinator mix, with species that grow on a wide range of soils and flower between mid-June and September, making sure as many flowers as possible are available to the pollinators at their most active time of the year. Some native annual wildflower species will be included as a part of the mix, to give some colour in the first year while the perennial species become established.



### **Hedgerow wildflower buffer strips:**

- Wildflower buffer strips across boundary stretches of hedgerow. Suggested mix – a hedgerow mix that contains a diverse range of species suitable for both sun and semi-shade. This will ensure good results irrespective of the direction the hedge faces, and the side on which sowings are carried out.

Yellow rattle will also be incorporated in all the mixes for its semi-parasitic properties. It will weaken the vigorous grasses and this suppression of grass growth will help produce a better display of wildflowers.



**SCHEDULE TWO**  
**SCHEDULE OF WORKS**

**Works Commencement Date: Autumn 2021**

The Works to be completed on the Property will be delivered by Warwickshire Wildlife Trust with the support from the village community and our network of volunteers if required. The Trust will help recruit the workforce to scarify on certain sites and sow the wildflower seeds through a variety of channels (e.g. social media, posters, providing content for newsletters etc.) to encourage participation on the delivery day/s. Number of participants will be recorded and captured through Eventbrite and / or email enquiries.

The Works to be completed in accordance with this Agreement are as follows:

The wildflower areas identified in Schedule 1 will be scarified (combination of pedestrian motorised scarifier / hand tools), sown with a wildflower seed mix, then rolled to firm in the seeds.

If possible, the Land Owner will mow the sowing sites up to 2 weeks prior to the Works taking place.

### **SCHEDULE THREE**

#### **ONGOING MANAGEMENT**

The Land Owner agrees to keep and manage the habitats created / restored in good condition. The area shall be managed sympathetically for wildlife to ensure maximum opportunity for pollinators and other species to use these habitats.

- a.** Once sown, cut during winter until late March / early April to keep on top of the first flush of grass. The need to mow can be assessed by the amount and type of growth in the spring. Mow to 40-75mm.
- b.** In the first year leave the sites until mid to late August and cut and remove the cuttings from the area to a compost site or off-site completely. An earlier cut is preferable as it will keep on top of the flush of undesirable invasive species (inc. Creeping Thistle and Dock) and dominant grasses before they set seed. During the summer months, it's also important to remove the undesirable species to help encourage the diversity of wildflowers in following years.
- c.** In the second year, leave the sites for longer (late August – early September) to allow for later flowering wildflowers to establish, whilst continuing to remove the undesirable invasive species before they go to seed.

A more detailed management plan will be provided for the ongoing works.

