

Management Agreement

This .. **AGREEMENT** is made the day of 2012

between **NORTH SOMERSET DISTRICT COUNCIL** of the Town Hall Weston–super-Mare BS23 1LR (“the Council”) and **THE FRIENDS OF ST GEORGE’S FLOWER BANK LOCAL NATURE RESERVE ..** of 6 Heywood Terrace, Pill, North Somerset, BS20 0EA acting by its duly authorised signatories Robert Buck and Giles Morris (“the Friends”)

1. The Council hereby grants to the Friends the right to undertake nature conservation management of the land containing 1.44 hectares or thereabouts known as St George’s Flower Bank Local Nature Reserve and shown for identification purposes only outlined in black on the attached plan (“the Land”) for a period commencing on and including [.....] 2012 to and including [.....2017] (“the Agreement Period”)

2. The Friends agrees and undertakes as set out in this clause 2 throughout the Agreement Period as follows:

(a) To manage the land as a local nature reserve under the National Parks and Access to the Countryside Act 1949 in accordance with the attached management plan dated [.....2012] (or such updated management plan as may be approved from time to time by the Council)

(b) To produce and work to an up-to-date five year management plan with the primary aim and objective of conserving and enhancing the species rich grassland botanical interest of the Land

(c) To be responsible for ensuring the management plan is implemented in consultation with relevant Council officers (Tree Officer, Biodiversity Officer, Senior Area Officer) and to use all reasonable endeavours to ensure that it has local support through consultation with local people and the local Member

(d) To conduct all work in a manner which does not cause unnecessary physical or visual obstruction to users of the adjacent vehicular carriageway (A369) and that maintains visibility splays at junctions on to the A369 while taking into account the ancillary objective of managing the Land to provide opportunities for the visual and olfactory enjoyment of nature for those using the adjoining vehicular carriageway

(e) To conduct all work in a manner that shows consideration to and minimises nuisance to neighbouring residents and landowners and not to damage the hedgerows which are owned by such persons

(f) To ensure that suitable risk assessments are carried out where appropriate before carrying out tasks

(g) Not to do anything that will or might wholly or partly vitiate any public liability employer liability personal accident or other insurance that might be effected by the Council from time to time

(h) To maintain shrubs and flora in accordance with the agreed management plan and not without prior written consent of the Council (unless authorised by the management plan) to plant, grub up, lop, injure, maim or otherwise damage or destroy any tree shrub bush hedge or flora on the Land

- (i) The planting of further trees on the Land is prohibited unless written approval is granted from the Council
- (j) The felling of trees is prohibited and will be contracted when and where necessary under the direction of the Council's tree officers
- (k) To manage and preserve the Land to ensure its continuing contribution to the environment and its value for wildlife
- (l) Access to the Land for educational purposes by third parties should be by prior consultation and the written agreement of the Senior Area Officer

3. The Council agrees and undertakes as set out in this clause 3 throughout the Agreement Period as follows:

- a) Not to access the Land for any purpose without providing prior notice to the Friends
- b) Not without the prior consent of the Friends to plant, grub up, lop, injure, maim or otherwise damage or destroy any tree shrub bush hedge or flora on the Land

4. The Trust agrees throughout the Agreement Period not to:

- (a) unnecessarily obstruct the public highway or access onto the Land (including access by the Council's officers or agents at any time) which Land is highway verge in addition to being a Local Nature Reserve
- (b) display any notice or advertisement on the Land without first obtaining the written permission of the Council (Senior Area Officer)
- (c) cause inconvenience to adjoining properties
- (d) light any fires on the Land
- (e) erect any buildings fences or other structures on the Land
- (f) assign or purport to assign this Agreement (which Agreement is strictly personal to the parties hereto)

5. It is hereby agreed that :

- (a) the Council may terminate this Agreement at any time during the Agreement Period if the Friends is in breach of any of the conditions contained herein or if the Council requires the Land to enable it to carry out any of its functions
- (b) the Council is not liable for damage to any property of the Agreement-holder or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred during the operation of this Agreement
- (c) notwithstanding any other provision of this Agreement neither party excludes its liability for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence, or any other act or omission liability for which may not be limited under any applicable law

IN WITNESS whereof the parties hereto have executed this Agreement as a deed

THE COMMON SEAL of **NORTH SOMERSET DISTRICT COUNCIL**

was hereunto affixed in the

presence of:

Executed as a deed by two duly

authorised signatories on behalf of

THE FRIENDS OF ST GEORGE'S FLOWER BANK LOCAL NATURE RESERVE: