



National
Trust

Victoria.egan@nationaltrust.org.uk

Direct line: +44 (0) 1263 740241

Tuesday 22 March 2022

Dear members of the SH&DCRA committee

Thank you for considering the proposed **collaboration** agreement at your 28 January 2022 meeting.

Further to the meeting and your subsequent correspondence highlighting amendments to the proposed agreement, we have reviewed your feedback and incorporated many of the changes you would like to see in the draft heads of terms.

These include a strengthening of **collaboration** relating to Brancaster Beach car park, the role of Natural England in supporting management of the Common, reflecting the need for a 2 year break clause to the agreement and a number of other minor changes.

There are a couple of areas of the document that may benefit from explanatory notes to support the reasoning for inclusion or omission:

- You wish to include the SH&DCRA reference to recognising the claim of Brancaster Parish Council to 621 acres to the opening paragraph. This will be included in the recitals part of the full legal document. It has also been used towards the end of the background section as it is one of the examples on which we do not agree, and hence why this over-arching agreement is needed between your organisation and ours. It therefore has been included. **SH&DCRA will need to see the wording. No sign of it in the background section.**
- The point that Natural England will be invited to all meetings of the advisory group has been added to the NT deliverables as it is forward-looking rather than part of the background.
- We have retained the contextual information to explain why this agreement is needed so that it makes sense as a stand-alone document.
- We have kept the names of the Trustees as they will need to be the signatories for the full legal document. **The Agreement would need to be signed by the Chair and Sec of SH&DCRA; legal advice can be gained.**
- We have kept the property to which the agreement refers to as it is the industry standard way of identifying the land to which the agreement relates.
- We have reflected a 2-year break clause in the term. **However, this agreement is neither a licence or a lease and therefore the proposed text has been removed. See notes within the proposals.**
- There are various amendments you have proposed which are points or matters on which we disagree, or that we don't have the same legal understanding on, hence why this over-arching agreement is needed. **These include special nature of rights in gross, 3rd party licencing by SH&DCRA, carrying forward text from previous agreements and compensation payments. Note with proposed**

compensation claims, if SH&DCRA wish to bring a compensation claim this would be a formal legal process and separate to this Agreement. Gadsden seems to offer a different conclusion.

- Payment is to be made for this agreement is based on the deliverables as set out. SH&DCRA have made it clear that any new Agreement cannot be on worse terms than those that already exist.
- Each party should be responsible for seeking and paying for their own legal advice before entering into this agreement.

I would be very grateful if when you consider this 2nd version as a committee you can confirm what you like about it and why, any proposed amends to the text and whether you support the approach we are taking to try to agree key heads of terms.

Please note that coming back with further points or amendments which are those where we have variances in our legal understanding will not be acceptable to us. In this situation we will leave this agreement on the table to be picked up in the future should SH&DCRA wish. An assurance has been asked for that this paragraph is not as dictatorial as it sounds.

I wish to reiterate how going forwards we wish to have an improved and more proactive collaboration with yourselves, and we think there is a big opportunity to do this in relation to the land management of the Common at Brancaster within the NT registered title.

Whilst there are issues for which we have differing viewpoints, we believe that we can put these aside to focus on positively working together to better manage the Common and this is what the proposed agreement is about.

Please respond to me in your own timescales.

Yours sincerely



Victoria Egan - General Manager - Norfolk Coast and Broads

Cont/d