

**DATED** 4<sup>th</sup> August 2023

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**NATIONAL HIGHWAYS LIMITED**

**and**

**DERBYSHIRE COUNTY COUNCIL**

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**AGREEMENT**  
**pursuant to section 6 and section 8 of**  
**the Highways Act 1980**  
**relating to highway works**  
**for the purpose of the South**  
**Derbyshire Growth Zone Project**

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**THIS AGREEMENT** is made this 4<sup>th</sup> day of August 2023  
**BETWEEN**

- 1 **NATIONAL HIGHWAYS LIMITED** registered in England and Wales with company number 09346363 of Bridge House 1 Walnut Tree Close Guildford Surrey GU1 4LZ ("**National Highways**"); and
- 2 **DERBYSHIRE COUNTY COUNCIL** of County Hall Matlock DE4 3AG ("**the Council**")

and collectively referred to as the "Parties" or individually referred to as "the Party"

**WHEREAS**

- (A) The Council and Derby City Council are the local highway authorities for the administrative area in which the Scheme is located. Derby City Council has delegated its functions as a highway authority to the Council to the extent that the highway authority is undertaking highways and infrastructure work relating to the Scheme.
- (B) National Highways is the strategic highways company appointed by the Secretary of State by virtue of the Appointment Order which appoints National Highways as highway authority for all highways within the whole of England where immediately before the Order the Secretary of State for Transport was highway authority (save for the few exceptions mentioned in 2(3) of the Appointment Order) which includes the part of the A50 Trunk Road to which this Agreement applies.
- (C) National Highways are exercising the powers given to it under section 6 of the Act and other enabling powers detailed in clause 2.1 of this Agreement to authorise the carrying out of certain of its functions in accordance with the terms of this Agreement by the Council and pursuant to section 8 of the Act, National Highways and the Council have agreed to the apportionment of costs and expenses incurred pursuant to this Agreement as set out in this Agreement.
- (D) The Scheme involves carrying out the Works that will include alterations modifications and improvements to the Trunk Road.
- (E) The Works will require the making of the Orders under the Act to enable the Scheme to be brought forward and these Orders will be brought forward by the Council pursuant to the delegation provided in this Agreement.
- (F) The Council intends to design, fund and carry out the Scheme and National Highways has agreed to authorise the Council to make or promote the Orders and carry out the Works subject to the terms and conditions of this Agreement.

## NOW IT IS AGREED AS FOLLOWS:

### 1 Definitions

1.1 In this Agreement the following expressions unless the context otherwise requires have the following meanings:

**"Act"** means the Highways Act 1980 (as amended);

**"Administration Fee"** means the fee payable as part of the National Highways costs pursuant to clause 12 of this Agreement that represents the internal costs of National Highways in administering the implementation of the Works and the requirements of this Agreement and charged as a flat fee based on the final costs of the Works;

**"Appointment Order"** means the Appointment of a Strategic Highways Company Order 2015;

**"Asset Data"** means the information and data required by National Highways for the purposes of updating relevant databases to ensure compliance with National Highways' Asset Data Management Manual (ADMM) in operation at the relevant time;

**"Consents"** means approvals, consents, licences, permissions, or registrations (including but not limited to consents required from the local planning authority) in relation to the Scheme or any part of it required to enable the Works to be lawfully carried out and maintained;

**"Commuted Sum"** means such sum to be agreed by the Parties following approval of the final design of the Works to be used to fund the future cost of maintaining or replacing the Works;

**"Completion Certificate"** means the certificate issued by the Council's project manager to certify that the Works have been completed in accordance with clause 7 of this Agreement;

**"Compulsory Purchase Orders"** means the orders under section 239, section 240, section 246 section 250 and section 260 of the Act that are required for the carrying out of the Works;

**"Construction Contract"** means the contract for the construction of the Scheme;

**"DMRB"** means the Design Manual for Roads and Bridges published by National Highways and any amendment to or replacement of it for the time being in force save to the extent they are a departure from such standards and have been approved by National Highways;

**"Effective Date"** means the date of this Agreement;

**"Final Certificate"** means a final certificate to be issued by the Council's project manager when the Maintenance Period has expired;

**"Initial Deposit"** means the estimated sum payable to National Highways pursuant to clause 12.2 of this Agreement to cover stages of work until such time as the cost of the Works and the costs of National Highways payable pursuant to clause 12 of this Agreement can be estimated;

**"Inquiry"** means a public inquiry that may be held in relation to either or both of the compulsory acquisition of land required for the carrying out of the Scheme or the Road Orders.

**"Licence"** means the licence dated 1 April 2015 issued pursuant to the Infrastructure Act 2015 setting out the Secretary of State for Transport's statutory directions and guidance to National Highways;

**"Maintenance Period"** means a period of not less than 52 weeks from the date of issue of the Completion Certificate ending at the issue of the Final Certificate during which the Council is required to maintain the Works;

**"National Highways Project Manager"** means the person nominated by National Highways to facilitate the Works throughout the design and construction of the Scheme and to be notified to the Council prior to the commencement of the Works or such replacement officer as may from time to time be appointed and notified to the Council;

**"Orders"** means the Road Orders and the Compulsory Purchase Orders and any order under section 10 of the Act;

**"Programme"** means the programme for the carrying out of the Works or such updated programme as the Parties may agree from time to time both Parties acting reasonably;

**"Road Orders"** means the orders pursuant to sections 14 (and 125) of the Act required for the carrying out of the Works;

**"Scheme"** means the road improvement scheme comprising the South Derbyshire Growth Zone enabling infrastructure as shown on drawing ~~ea~~ drawing IFP-DWD-DGT-XX-DR-C-635 Rev P4 and IFP-BWB-HGN-XX-DR-C-100 Rev P1 annexed hereto;

**"Streetworks Coordinator"** means the party who has the duty to coordinate the execution of works and the use of the highway by traffic for the Scheme in accordance with section 59 of the New Roads and Street Works Act 1991;

**"Traffic Management Measures"** means the measures required to ensure the proper management of traffic during the construction of the Works in accordance with the provisions of section 16 and section 17 of the Traffic Management Act 2004 which must include (but are not limited to) the signing of diversion routes reasonably anticipated to be used by the public during the Scheme construction;

**"Trunk Road"** means the parts of the A50 that are intended to be constructed or modified as a part of the Works;

**“Works”** means the works to the Trunk Road which forms part of the Scheme including in relation to Works that may be authorised under an order under s10 of the Act as part of the Scheme and including the creation of a new grade separated junction on the A50 within the boundaries described as “proposed HE/DCC Boundary” on drawing IFP-DWD-DGT-XX-DR-C-635 Rev P4 annexed hereto, the upgrade of two laybys on the A50 carriageway to the west of the new junction as shown on drawing IFP-BWB-HGN-XX-DR-C-100 Rev P1 annexed hereto and the required input into making, promotion and implementation of the Orders more specifically detailed in Schedule 1 below .

- 1.2 Clause, Schedule and paragraph headings do not affect the interpretation of this Agreement.
- 1.3 The Schedules form part of this Agreement and have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.4 Any reference to a statute or statutory provision includes a reference to that statute or statutory provision as amended extended or re-enacted and to any regulation, order, instrument or subordinate legislation under the relevant statute or statutory provision.
- 1.5 Words importing one gender must be read and construed to include any other gender.
- 1.6 Unless the context otherwise requires, words importing the singular include the plural and vice versa.
- 1.7 Reference to any person includes any reference to a body corporate unincorporated association or a partnership and vice-versa.
- 1.8 Reference to any right exercisable by any Party hereunder must be construed as including (where appropriate) the exercise of such right by all other persons having a like right.
- 1.9 References to a statute or a provision of a statute include any statute or provision of a statute amending consolidating or replacing it for the time being in force.
- 1.10 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to permit or to allow infringement of the same.
- 1.11 Any words following the terms including, include, in particular, for example or any similar expression must be construed as illustrative and must not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2 Statutory Provisions**

- 2.1 This Agreement is made pursuant to Section 6 and Section 8 of the Act, and is further entered into by National Highways pursuant to the Infrastructure Act 2015 and the powers given to it under the Licence and the Delegation of Functions (Strategic Highways Companies) (England) Regulations 2015.

## **3 Exercise of Highway Authority Functions**

- 3.1 National Highways authorises the Council to carry out the Works as agent of National Highways at the Council's own expense and at no cost to National Highways.

- 3.2 National Highways agrees that from the Effective Date until the issue of the Final Certificate the exercise of its functions as Highway Authority in respect of the Works are delegated and allocated to the Council.

- 3.3 The authority given to the Council under clause 3.1 and clause 3.2 includes but is not limited to:

- (a) National Highways' functions relating to the maintenance, improvement or other dealing with the Trunk Road and for the construction of the Works;
- (b) the making, promotion and implementation of the Orders on the terms set out in Schedule 1 of this Agreement;
- (c) the power of National Highways (as a strategic highways company) to acquire land pursuant to section 239, 240, 246, 250 and 260 of the Act on the terms set out in Schedule 1 of this Agreement.

- 3.4 The Parties shall at all times co-operate with each other to enable the Works to be carried out promptly effectively and without undue disruption to the existing highway network and in particular shall assist each other in the promotion and publication of any necessary traffic regulation orders and dealing with any other statutory requirements including those of any utility companies.

- 3.5 The Council must keep National Highways appropriately informed as to the progress of the Orders, including during any Inquiry that may arise.

- 3.6 In the event that an Inquiry is required, National Highways must provide such reasonable support to the Council as the Parties may consider appropriate.

## **4 Obligations in relation to the carrying out of the Works**

- 4.1 Prior to commencing the Works the Council must obtain the written approval of National Highways to the detailed design of the Works and the Programme and must obtain the approval of National Highways of the expenditure to be incurred by the Council in its discharge of the functions carried out by it pursuant to this Agreement.

- 4.2 The Council must obtain the relevant Consents for the Works and must carry out the Works in compliance with the Consents.
- 4.3 The Council must exercise all functions herein with reasonable skill and care.
- 4.4 The Council must:
- (a) ensure that all road safety audits and other mandatory reports are carried out in accordance with DMRB, including GG119 (Road Safety Audit) and GG 142 (walking cycling and horse riding assessment) (or such updated or revised standards as may be published from time to time);
  - (b) construct the Works in accordance with the Manual of Contract Documents for Highway Works and the DMRB;
  - (c) comply with any reasonable requirement of National Highways as to the manner in which the Works are to be carried out;
  - (d) carry out the Works in accordance with the Programme unless otherwise agreed in writing (both parties acting reasonably);
  - (e) carry out and complete the Works to the reasonable satisfaction of National Highways;
  - (f) obtain approval in advance from National Highways for occupancy of the Trunk Road required for the carrying out of the Works in accordance with National Highways' Asset Management Operational Requirements (AMOR) including Network Occupancy Management System (NOMS) used to manage road space bookings and network occupancy; and
  - (g) collect and provide to National Highways the Asset Data.
- 4.5 The Council must notify National Highways of alterations to the Works (or the Programme) prior to implementing such alteration and must not make any material alteration to the Works without the prior written consent of National Highways, such consent not to be unreasonably withheld or delayed.
- 4.6 The Council must give National Highways not less than 14 days' notice of any access to any road or lane space required for the execution of the Works.
- 4.7 The Council must in the execution of the Works take such precautions for the protection of public and private interests as would be incumbent on National Highways if it (the Council) were the Highway Authority.
- 4.8 The Council shall act as the Streetworks Coordinator for the Scheme. It must carry out the Traffic Management Measures associated with the Scheme PROVIDED THAT the Council shall first seek the approval of National Highways with regard to timings of all Traffic Management Measures required for the Works.

## **5 Procurement of the Works**

- 5.1 In carrying out the procurement and tender process to secure the contract for the construction of the Works the Council must comply with any reasonable directions of National Highways as to the terms of the contract to be entered into by the Council for carrying out the Works.

## **6 Site meetings and inspections**

- 6.1 The Council must provide National Highways with copies of documents, correspondence, data and other information as National Highways may from time to time reasonably require.
- 6.2 The Council must give the National Highways Project Manager not less than 5 working days notice (or in cases of emergency then as much notice as is reasonably possible) of all site meetings and must allow the National Highways Project Manager and other representatives of National Highways to attend all site meetings.
- 6.3 The Council must allow National Highways access to the Works and the adjacent areas of the Scheme at any such time as National Highways may reasonably require upon at least 5 working days prior notice for the purpose of viewing the state and progress of the Scheme in order to determine whether the Scheme, and in particular the Works, are being carried out in accordance with the requirements of this Agreement and the Council must take proper consideration of any representations made by National Highways in respect of such.

## **7 Completion of the Works**

- 7.1 When the Council considers that the Works have reached completion (which must include the carrying out of a Stage 3 safety audit in accordance with the DMRB and the requirements of National Highways and the completion of works resulting from the audit) it must notify National Highways and allow National Highways the opportunity to inspect the Works.
- 7.2 In issuing the Completion Certificate the Council must procure that its project manager gives proper consideration to any representations that are made by National Highways.
- 7.3 On completion of the Works and following the issue of the Completion Certificate, the Council must provide a copy of the following items to National Highways:
- (a) the Completion Certificate;
  - (b) the health and safety file (produced in accordance with the requirements of the Construction (Design and Management Regulations) 2015; and
  - (c) the Asset Data

- 7.4 From and including the date of issuing the Completion Certificate the Works shall be available for use and dedicated as a highway.

## **8 Maintenance Period**

- 8.1 The Maintenance Period begins upon the date of the Completion Certificate.
- 8.2 During the Maintenance Period the Works must be maintained by the Council to the reasonable satisfaction of National Highways until:
- (a) an as-built record of the finished works has been undertaken by the Council and submitted to National Highways such survey must show all above ground apparatus, including all street lights, signs, markings, poles, columns, boxes, cabinets, covers, drainage gullies, expansion joints, and safety rails structures on a survey base;
  - (b) copies of the recorded location of all as-constructed below ground statutory and highway authority controlled apparatus has been submitted to the Council and National Highways;
  - (c) all defects identified through joint inspection and comprising matters within the scope of the Work have been remedied and all timescales for the Maintenance Period have expired in accordance with the provisions of clause 9 below; and
  - (d) the Final Certificate has been issued in accordance with the provisions of clause 9 below.

## **9 Final Certificate**

- 9.1 No earlier than 52 weeks from the date of issue of the Completion Certificate and provided that:
- (a) all identified defects requiring remediation have been completed such that the Council consider the Final Certificate may be properly issued; and
  - (b) a Stage 4 safety audit has been carried out (if such Stage 4 safety audit is required) under DMRB and any additional works, alterations or amendments to the Works reasonably required as a result of the Stage 4 safety audit are completed;

the Council shall notify National Highways in writing and give National Highways an opportunity to inspect the Works and provide representations, following which the Council may issue the Final Certificate.

- 9.2 In issuing the Final Certificate the Council must procure that its project manager gives proper consideration to any representations that are made by National Highways and the Council must not issue the Final Certificate unless and until National Highways (acting reasonably) has confirmed in writing that it is satisfied that the Final Certificate may be properly issued.

9.3 The Council shall not issue the Final Certificate until:

- (a) all additional works, alterations or amendments to the Works reasonably required as a result of the Stage 4 safety audit are completed;
- (b) any additional works necessary to remediate any defects identified during the Maintenance Period have been completed;
- (c) the Asset Data has been provided; and
- (d) all fees payable pursuant to this Agreement, including the Commuted Sum, have been paid to National Highways.

9.4 The Council must provide a copy of the Final Certificate to National Highways as soon as reasonably practicable and in any event not more than 5 working days after its issue.

## **10 Reallocation of Functions**

10.1 Following the issue of the Final Certificate National Highways shall maintain the Works other than those parts of the Works that the Council shall maintain pursuant to clause 10.2 below.

10.2 From the point of issue of the Final Certificate National Highways will be responsible for maintenance of the Works unless a section 8 of the Act agreement is entered into with the Council.

## **11 Transfer of land and dedication**

11.1 The Council must transfer to National Highways any land in the ownership of the Council or acquired by the Council as part of the Scheme which the parties intend to form part of the site of the Trunk Road within 56 days of the issue of the Final Certificate.

11.2 Land transferred under clause 11.1 must be transferred:

- (a) free of financial charge;
- (b) with vacant possession but subject always to usage rights reflecting the public highway maintainable at public expense status;
- (c) with full title guarantee; and
- (d) free from encumbrances that would impact on its use as highway.

## **12 Payment of costs of National Highways**

12.1 The Council must pay to National Highways the costs and expenses reasonably and properly incurred by National Highways prior to costs being incurred by National Highways if National Highways provides evidence of the requirement for expenditure, in relation to the Works and the implementation

of this Agreement including without prejudice to the generality of the following any such costs and expenses in relation to:

- (a) the approval of design work carried out by or on behalf of the Council;
- (b) the carrying out of any supervision of the Works;
- (c) legal expenses and administrative expenses not included in the Administration Fee;
- (d) the Administration Fee;
- (e) legal and administrative costs incurred in relation to the transfer of land pursuant to clause 11 of this Agreement;
- (f) the costs of drafting, negotiating and completing this Agreement;
- (g) the costs incurred by National Highways in relation to supporting the Council before any Inquiry in relation to the Works.

12.2 National Highways must provide to the Council notification of the amount required as the Initial Deposit as soon as reasonably practicable and the Council must pay an amount equal to the sum notified to it within 28 days of receipt of the notification.

12.3 National Highways must provide the Council with an estimate of the costs referred to in clause 12.1, including its estimate of the Administration Fee payable, as soon as reasonably practicable following the Effective Date (save for the cost associated with clause 12.1(f) above) and the Council must pay a sum equal to the estimate within 28 days of receipt of the estimate (**Estimated Costs**) and in any event prior to commencing the Works, provided however that National Highways may provide estimates in stages and in that case the Council may pay the estimate for any stage within 28 days of notification of the same.

12.4 If, at any time or times after the payments referred to under clause 12.2 and 12.3 have become due National Highways believes that its costs will exceed the relevant estimate notified to the Council, National Highways may give notice to the Council of the amount it estimates its costs will exceed the relevant estimate (**Excess**) and the Council must pay an amount equivalent to the Excess within 14 days of notification.

12.4 As soon as reasonably practicable after the issue of the Final Certificate, National Highways must give to the Council a final account of the costs it has incurred in accordance with clause 12.1 (**Final Account**). Within 28 days of the date of the Final Account:

- (a) if the Final Account shows that a further sum is due to National Highways the Council must pay the sum shown due; and

(b) if the Final Account shows that the sum or sums previously paid by the Council have exceeded the costs incurred by National Highways, National Highways must refund the amount shown due to the Council.

12.5 Each amount stated to be payable by the Council under or pursuant to this Agreement is exclusive of VAT.

12.6 If any VAT is at any time chargeable on any supply made by National Highways under or pursuant to this Agreement that is not recoverable by National Highways the Council must pay National Highways an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice.

12.7 If any sums payable under this Agreement are unpaid on the due date then the paying party must pay Interest on the sum outstanding from the due date until the actual date of payment at a rate of one per cent above the rate payable in respect of compensation under section 32 of the Land Compensation Act 1961

### **13 Payment of a Commuted Sum**

13.1 The Council must pay the Commuted Sum to National Highways within 14 days of request and in any event prior to the issue of the Final Certificate.

### **14 Indemnities**

14.1 The Council must indemnify and hereby indemnifies and keeps National Highways indemnified against any actions, charges, claims, costs, expenses, losses, damages, demands, liabilities and proceedings arising out of any Traffic Management Measures associated with the Scheme and out of any breach or non-observance by the Council of its obligations in this Agreement relating to the design, construction and management of the Works (including without limitation any negligent or defective design or construction of the Works) or relating to any processing, promotion or implementation of the Orders, including but not limited to:

- (a) third party claims for death, personal injury or damage to property;
- (b) statutory or other liability for the safety or security of the working methods, employment practices, protection of the environment and control of pollution; and
- (c) third party claims for unlawful interference with any rights of light, air, support, water, drainage or any other easement or right.

14.2 The Council must indemnify and hereby indemnifies and keeps National Highways indemnified in respect of any claims under Section 10 of the Compulsory Purchase Act 1965, the Land Compensation Act 1973, the exercise by the Council of National Highways' power to acquire land under section 239 of the Act or relating to any processing, promotion or implementation of the Orders delegated to it under this Agreement and any claims for compensation under the Noise Insulation Regulations 1975 arising

out of, in connection with or incidental to the carrying out of the Works and the Scheme.

- 14.3 The Council must indemnify and hereby indemnifies and keeps National Highways indemnified against all costs and expenses properly incurred in complying with its obligations under any statutory provision arising from the construction or use of the Works.
- 14.4 The indemnification referred to in this clause 14 includes:
- (a) all fees incurred by claimants which National Highways is obliged to pay, and those of National Highways or its agent or contractor in negotiating claims (together with VAT payable on any professional advisors' fees);
  - (b) statutory interest payments to claimants and their professional advisors; and
  - (c) National Highways' reasonable and proper legal and administrative costs in making the compensation, fees and interest payments.
- 14.5 The indemnification referred to in this clause ~~14~~<sup>4</sup> does not apply in respect of any actions, charges, claims, costs, expenses, losses, damages, demands, liabilities and proceedings arising out of any act, neglect, default or liability of National Highways.

## **15 National Highways Power to Execute the Works in Default**

- 15.1 In the event of any breach of this Agreement or should for any reason the Works not be completed to the satisfaction of National Highways then at its absolute discretion National Highways may by notice to the Council:
- (a) direct that the Council procure, at its own expense, the carrying out of such works necessary in order for National Highways to be so satisfied; or
  - (b) inform the Council that it intends to carry out such necessary works and the Council must indemnify National Highways for its costs in doing so.
- 15.2 In the event of any breach of this Agreement or should for any reason the Works not be completed to the reasonable satisfaction of National Highways and where National Highways acting reasonably considers it would not be practical to complete the Works National Highways may:
- (a) by notice to the Council require the Council to procure, at its own expense, reinstatement of the Trunk Road(s) and other land and premises of National Highways disturbed by the Works to their previous condition; or
  - (b) inform the Council that it intends to carry out such necessary works of reinstatement of the Trunk Road(s) and other land and premises of National Highways disturbed by the Works to their previous condition

itself and the Council must indemnify National Highways for its costs (reasonably and properly incurred) in doing so.

## **16 Order under Section 10 of the Act**

- 16.1 National Highways authorises the Council to prepare, progress and promote as agent of National Highways an order under section 10 of the Act in respect of the Works.

## **17 Notices**

- 17.1 All notices and communications in relation to this Agreement are valid and effectual if dispatched by first class recorded delivery or letter to the Party to whom such notice request demand or other written communication is to be given or made under this Agreement and addressed as follows:

- (a) in the case of the Council to Legal Services Derbyshire County Council  
County Hall Matlock DE4 2AG;
- (b) in the case of National Highways to the National Highways Project  
Manager at National Highways Stirling House Lakeside Court Osiers  
Drive Annesley NG15 0DS

or such other name and address for service as has been previously notified to the other Party.

## **18 Settlement of disputes**

- 18.1 In the first instance in the event of a disagreement arising between the Parties, the Parties shall raise the disagreement with their respective Divisional Directors and/or Chief Executives for further discussion in an effort to reach agreement on the dispute.
- 18.2 In the event of any dispute or difference arising between the Parties to this Agreement which is not satisfactorily resolved through the means outlined in clause 18.1 in respect of any matter contained in this Agreement such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the Institution of Civil Engineers and such person shall act as an expert whose decision will be final and binding on the Parties in the absence of manifest error and any costs will be payable by the Parties to the dispute in such proportion as the expert determines and failing such determination must be borne by the Parties in equal shares.
- 18.3 Any expert howsoever appointed must be subject to the express requirement that a decision is reached and communicated to the relevant Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days following receipt of any file or written representation.

## **19 General**

- 19.1 No consent or approval modification alteration or waiver of any of the provisions of this Agreement except as otherwise herein provided for is effective unless the same is in writing and signed on behalf of the Parties and annexed to this Agreement.
- 19.2 This Agreement contains the entire agreement between the Parties in relation to the Works and the transactions hereby contemplated and all prior or contemporaneous agreements understandings representations and statements whether oral or written are merged herein save as regards any future compliance with any statutory requirements or any subsequent amendments to this Agreement that may from time to time be agreed between the Parties.
- 19.3 Any termination of this Agreement is without prejudice to the rights of the Parties against each other for any breach of this Agreement which occurred before termination.
- 19.4 For the purposes of the contracts (Rights of Third Parties Act 1999) it is agreed and declared that nothing herein confirms any third party rights.
- 19.5 This Agreement is strictly personal to each Party who is not be entitled to part with or assign in any way with its interest and obligations under this Agreement unless to a successor body.

## **20 Governing Law**

- 20.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and construed in accordance with the law of England and Wales.

IN WITNESS whereof the Parties have executed this document as a Deed delivered the day and year first before written.

Executed as a Deed by affixing the common seal of **DERBYSHIRE COUNTY COUNCIL** in the presence of:

..... Authorised Signatory

Executed and delivered as a Deed by affixing the common seal of **NATIONAL HIGHWAYS LIMITED** in the presence of:

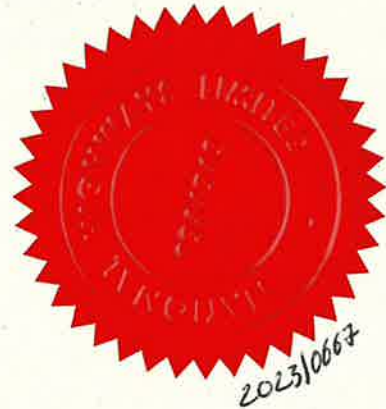
..... ~~Director~~ Authorised Signatory  
M. ARMITAGE in the presence of:

.....  
S.J. ARMITAGE Witness signature

..... S.J. ARMITAGE Name of Witness

..... 25 JUNIPER RD SHROPSHIRE, Address of Witness  
SY12 3L

..... PA Occupation of Witness



## **SCHEDULE 1**

### **Delegation of functions relating to land acquisition and the Road Orders**

#### **PART 1: DELEGATION OF POWERS IN RESPECT OF ACQUISITION OF LAND REQUIRED TO CARRY OUT THE WORKS**

1. The following functions in respect of the acquisition of land required to carry out the Works are hereby delegated to the Council:
2. The power of acquisition of land required for the carrying out of the Works by agreement and all such work that may be required in negotiating agreements to acquire land including but not limited to negotiating and settling compensation and settling any disputes.
3. The power of acquisition of land in connection with the Works compulsorily, such power to include:
  - a. all work associated with the preparation, submission and publication of compulsory purchase orders
  - b. all work in dealing with representations, comments and objections made to the compulsory purchase orders
  - c. all work in dealing with any public inquiry arising out of the compulsory purchase of the land
  - d. service of notices required to complete acquisition of land, whether by notice to treat or general vesting declaration
  - e. all work required to enable for the compulsory purchase order to be confirmed and implemented
  - f. all work in negotiating and settling compensation claims and taking or defending proceedings in the Upper Tribunal (Lands Chamber) relating to compensation claims.

#### **PART 2: DELEGATION OF POWERS IN RESPECT OF ROAD ORDERS**

1. The preparation of the Orders such orders to be in a format to be approved by National Highways.
2. The preparation of all material required in connection with the Orders, including but not limited to statements of reasons, scheme drawings and certificates relating to publication and services of necessary notices.
3. Making of the Road Orders and requesting the Secretary of State to make the Section 10 Order

4. Submission of the made Orders to the Secretary of State for Transport for confirmation.
5. The promotion of the Orders, including all notices required to be published and served in connection with the Orders.
6. All work dealing with comments, representations and objections in respect of the Orders.
7. All work dealing with any public inquiry arising out of the Orders including but not limited to preparation of the statement of case, proof of evidence and negotiations with objectors.
8. All work required following confirmation of the Orders or making of the section 10 Order by the Secretary of State including but not limited to notices required to be published and served in connection with the Orders

**Annexure  
Drawings**



